

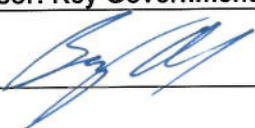
Property Schedule No. 2

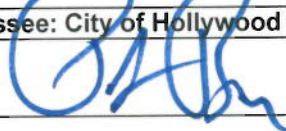
Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 2** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of February 27, 2012, between Key Government Finance, Inc., and City of Hollywood.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is November 06, 2015.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit A hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Payment of Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Rental Payments payable under this Property Schedule shall be subject to prepayment as follows: See termination amount in Exhibit 1 (Payment Schedule), subject to per diem adjustment.
9. Bank Qualification Certificate. Attached as Exhibit 6. One of the two boxes *must* be checked off.
10. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by December 06, 2015.
11. Effective Interest Rate. 3.382%.

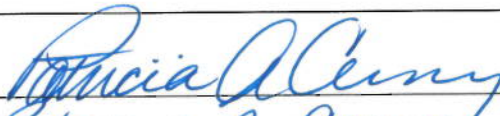
IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: Key Government Finance, Inc.	
By:	
Name:	BENJAMIN HALL Designated Signer
Title:	

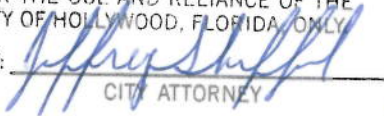
Lessee: City of Hollywood	
By:	
Name:	Peter Bober
Title:	Mayor

Approved as to Finance:



Matthew Lalla
 Financial Services Director

Attest By:	
Name:	PATRICIA A. Ceeny
Title:	City Clerk

APPROVED AS TO FORM AND LEGALITY
 FOR THE USE AND RELIANCE OF THE
 CITY OF HOLLYWOOD, FLORIDA, ONLY

BY: 

 CITY ATTORNEY 47

Lessee: City of Hollywood
By: 
Name: Peter Bober
Title: Mayor

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD, FLORIDA, ONLY

BY: 
CITY ATTORNEY 

Approved as to Finance:


Matthew Lalla
Financial Services Director

EXHIBIT A

Property Description

Equipment as described in UDT Price Quotation (End Customer: City of Hollywood), dated November 02, 2015 (attached), referred to and incorporated herein by this reference

and

Payoff of TD Equipment Finance Lease, in the amount of \$94,529.65.



Unified Data Technology Inc

Date: 02-Nov-2015

End Customer:

Ricardo Hutchinson
CITY OF HOLLYWOOD
2600 HOLLYWOOD BLVD

HOLLYWOOD FL
US US
(954)921-3214
rhutchinson@hollywoodfl.org

#	Part Number	Part Description	Service Duration	Quantity
1.0	R-UCL-UCM-LIC-K9	Top Level SKU For 9 x/10.x User License - eDelivery	-	1
1.0.1	CON-ECMU-RUCLUCK9	SWSS UPGRADES Top Level SKU For 9	24	1
1.1	LIC-UCM-10X-ENHP-A	UC Manager-10 x Enh Plus Single User-Under 1K	-	207
1.1.0.1	CON-ECMU-LICUEHPA	SWSS UPGRADES UC Manager-10 x Enn	24	207
1.2	LIC-CUCM-10X-BAS-B	UC Manager-10 x Basic Single User-1K to 10K	-	1053
1.2.0.1	CON-ECMU-LICCUBAB	SWSS UPGRADES UC Manager-10 x Basi	24	1053
1.3	LIC-CUCM-10X-ESS-A	UC Manager-10.x Essential User License User-Under 1K	-	312
1.3.0.1	CON-ECMU-LICCUESA	SWSS UPGRADES UC Manager-10.x Esse	24	312
1.4	JAB-IPH-CLNT-UCM	Jabber for iPhone UCM Only	-	50
1.5	JABBER-DESKTOP	Jabber for Desktop for PC and Mac	-	100
1.6	JAB-ADR-CLNT-UCM	Jabber for Android UCM Only	-	50
1.7	EXPWY-VE-E-K9	Cisco Expressway-E Server, Virtual Edition	-	1
1.8	EXPWY-VE-C-K9	Cisco Expressway-C Server, Virtual Edition	-	1
1.9	JABBER-IM-ADDON	Jabber for Everyone Additional IM Users	-	1500
1.10	SW-EXP-8.X-K9	Software Image for Expressway with Encryption, Version X8	-	1
1.11	CUCM-VERS-10 X	CUCM Software Version 10 X	-	1
1.12	JABBER-IM-RTU	Jabber for Everyone Right to Use	-	1
1.13	JAB-ADR-RTU	Jabber for Android Right to Use	-	1
1.14	JAB-IPH-RTU	Jabber for iPhone Right to Use	-	1
1.15	LIC-EXP-GW	Enable GW Feature (H323-SIP)	-	2
1.16	PC-10X-STANDARD-K9	Prime Collaboration Standard 10.x	-	1

1 17	LIC-CUCM-10X-BAS	UC Manager Basic 10 x License	-	1053
1 18	LIC-CUCM-10X-ENHP	UC Manager Enhanced Plus 10 x License	-	207
1 19	LIC-CUCM-10X-ESS	UC Manager Essential 10 x License	-	312
1 20	LIC-EXP-AN	Enable Advanced Networking Option	-	1
1 21	LIC-EXP-E	Enable Expressway-E Feature Set	-	1
1.22	LIC-EXP-SERIES	Enable Expressway Series Feature Set	-	2
1 23	LIC-EXP-TURN	Enable TURN Relay Option	-	1
1 24	LIC-SW-EXP-K9	License Key Software Encrypted	-	2
1 25	LIC-EXP-E-PAK	Expressway Series, Expressway-E PAK	-	1
1 26	JABBER-DSK-K9-RTU	Jabber for Desktop Right to Use	-	1
1 27	UCM-PAK	UCM 9X/10X/11X PAK	-	1
2.0	VG310	Modular 24 FXS Port VoIP Gateway with PVDM3-64	-	6
2.0 1	CON-SNT-VG310ICV	SNTC-8X5XNBD Cisco VG310 - Modular 24 FXS Port Voice	24	6
2 1	SVG3XUK9-15403M	Cisco VG3X0 UNIVERSAL	-	6
2.2	MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	-	6
2.3	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	-	6
2.4	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	-	6
2.5	PVDM3-64	64-channel high-density voice DSP module	-	6
2 6	SL-VG3X0-UC-K9	Cisco VG3X0 Unified Communications License	-	6
2 7	SL-VG3X0-IPB-K9	Cisco VG3X0 IP Base License	-	6
3.0	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	-	10
3.0 1	CON-SNT-2901CMST	SNTC-8X5XNBD 2901 Voice Bundle w/ UC License PAK	24	10
3 1	PWR-2901-AC	Cisco 2901 AC Power Supply	-	10
3.2	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	-	10
3.3	FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	-	20
3.4	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	-	10
3.5	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	-	30
3 6	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	-	10
3 7	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	-	10
3 8	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	-	10
3 9	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	-	10
3.10	MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	-	10
3.11	PVDM3-16	16-channel high-density voice DSP module	-	10
3 12	S29UK9-15403M	Cisco 2901-2921 IOS UNIVERSAL	-	10
3 13	FL-CME	Cisco Communications Manager Express License	-	10

3.14	VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	-	10
4.0	C2911-CME-SRST/K9	2911 Voice Bundle w/PVDM3-16 FL-CME-SRST-25 UC Lic FL-CUBE10	-	1
4.0.1	CON-SNT-2911CMST	SNTC-8X5XNBD 2911 Voice Bundle w/ UC License PAK	24	1
4.1	PWR-2911-AC	Cisco 2911 AC Power Supply	-	1
4.2	CAB-AC	AC Power Cord (North America) C13, NEMA 5-15P, 2.1m	-	1
4.3	SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900,3900 4400 ISR	-	1
4.4	FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	-	2
4.5	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	-	1
4.6	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	-	3
4.7	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	-	1
4.8	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	-	1
4.9	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	-	1
4.10	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	-	1
4.11	MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	-	1
4.12	PVDM3-16	16-channel high-density voice DSP module	-	1
4.13	S29UK9-15403M	Cisco 2901-2921 IOS UNIVERSAL	-	1
4.14	FL-SRST	Cisco Survivable Remote Site Telephony License	-	1
4.15	FL-CME-SRST-5	Communication Manager Express or SRST - 5 seat license	-	1
4.16	VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	-	1
5.0	C2921-CME-SRST/K9	2921 Voice Bundle w/PVDM3-32.FL-CME-SRST-25.UC Lic,FL-CUBE10	-	1
5.0.1	CON-SNT-2921CMST	SNTC-8X5XNBD 2921 Voice Bundle w/ UC License PAK	24	1
5.1	PWR-2921-51-AC	Cisco 2921/2951 AC Power Supply	-	1
5.2	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	-	1
5.3	SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	-	1
5.4	PVDM3-32	32-channel high-density voice DSP module	-	1
5.5	FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	-	2
5.6	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	-	1
5.7	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	-	2
5.8	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	-	1
5.9	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	-	1
5.10	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	-	1
5.11	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	-	1
5.12	SM-D-BLANK	Blank faceplate for DW slot on Cisco 2951 and 3925	-	1
5.13	MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	-	1

5.14	S29UK9-15403M	Cisco 2901-2921 IOS UNIVERSAL	-	1
5.15	FL-SRST	Cisco Survivable Remote Site Telephony License	-	1
5.16	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	-	2
5.17	VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	-	2
6.0	C2951-CME-SRST/K9	2951 Voice Bundle w/PVDM3-32,FL-CME-SRST-25. UC Lic,FL-CUBE10	-	1
6.0.1	CON-SNT-2951CMST	SNTC-8X5XNBD 2951 Voice Bundle w/ UC License PAK	24	1
6.1	PWR-2921-51-AC	Cisco 2921/2951 AC Power Supply	-	1
6.2	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	-	1
6.3	SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	-	2
6.4	PVDM3-32	32-channel high-density voice DSP module	-	1
6.5	FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	-	2
6.6	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	-	1
6.7	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	-	3
6.8	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	-	1
6.9	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	-	1
6.10	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	-	1
6.11	MEM-2951-512MB-DEF	512MB DRAM (1 512MB DIMM) for Cisco 2951 ISR (Default)	-	1
6.12	MEM-CF-256MB	256MB Compact Flash for Cisco 1900 2900 3900 ISR	-	1
6.13	S2951UK9-15403M	Cisco 2951 IOS UNIVERSAL	-	1
6.14	FL-CME	Cisco Communications Manager Express License	-	1
6.15	VVIC3-1MFT-T1/E1	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	-	1
7.0	BE7M-M4-K9	Cisco Business Edition 7000M Svr (M4), Export Restricted SW	-	4
7.0.1	CON-SNT-BE7MM4K9	SNTC-8X5XNBD Cisco Business Edition 7000M Server, Exp	24	4
7.1	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	-	8
7.2	VMW-VS5-SNS	Cisco UC Virt. Hypervisor 5 x - SnS	-	4
7.3	BE7K-SW-10X11X-K9	Media (no lic) for Cisco Collaboration 10.x 11.x	-	4
7.4	VMW-VS5-HYP-K9	Cisco UC Virt. Hypervisor 5 x (2-socket)	-	4
7.5	CIT2-A03-D300GA2	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	-	48
7.6	CIT2-CPU-E52680D	2.50 GHz E5-2680 v3/120W 12C/30MB Cache/DDR4 2133MHz	-	4
7.7	CIT2-MR-1X162RU-A	16GB DDR4-2133-MHz RDIMM/PC4-17000/dual rank/x4/1.2v	-	16
7.8	CIT2-MRAID12G	Cisco 12G SAS Modular Raid Controller	-	4
7.9	CIT2-MRAID12G-1GB	Cisco 12Gbps SAS 1GB FBWC Cache module (Raid 0/1/5/6)	-	4
7.10	CIT2-PCI-1B-240M4	Right PCIe Riser Board (Riser 1) (3 x8) for 6 PCI slots	-	4

7 11	CIT2-PCIE-IRJ45	Intel i350 Quad Port 1Gb Adapter	-	8
7 12	CIT2-PSU2V2-1200W	1200W V2 AC Power Supply for 2U C-Series Servers	-	8
7 13	R2XX-RAID5	Enable RAID 5 Setting	-	4
8 0	R-UNITYCN10-K9	Unity Connection 10 x Software	-	1
8 0 1	CON-ECMU-RUNITCN1	SWSS UPGRADES Unity Connection 10.x Software	24	1
8 1	UNITYCN10-ENH-USR	One Unity Connection 10 x Enhanced Voice Messaging User	-	1500
8.1 0 1	CON-ECMU-UNITYEHR	SWSS UPGRADES One Unity Connection 10 x Enhanced Voice	24	1500
8 2	UCXN-10X-SC-PORTS	Unity Connection 10.x SpeechConnect Ports	-	2
8.3	UNITYCN10-PAK	Unity Connection 10 x PAK	-	1
8.4	LIC-SPCHVIEW-DEMO	SpeechView Unity Connection Demo for 50 users for 6 months	-	1
9 0	R-EMRGNCY-RSPNDR	Emergency Responder Electronic Software Delivery	-	1
9.0 1	CON-ECMU-EMRGNCY	SWSS UPGRADES EMRGNCY RSPNDR	24	1
9 1	ER-NEW-OR-ADDON	Not an upgrade	-	1
9 2	ER10-PAK	EMRGNCY RSPNDR 10 X PAK	-	1
9 3	ER10-USR-1	EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 10X SYSTEM	-	1572
9.3.0.1	CON-ECMU-ER10USR1	SWSS UPGRADES EMRGNCY RSPNDR USR LIC 1 PHN FOR NEW 10X	24	1572
9.4	ER10-SW-K9	EMRGNCY RSPNDR 10 SW NEW	-	1
10 0	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25,UC Lic,FL-CUBE10	-	1
10.0.1	CON-SNT-2901CMST	SNTC-8X5XNBD 2901 Voice Bundle w/ UC License PAK	24	1
10 1	PWR-2901-AC	Cisco 2901 AC Power Supply	-	1
10.2	CAB-AC	AC Power Cord (North America), C13 NEMA 5-15P, 2.1m	-	1
10.3	FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	-	2
10.4	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	-	1
10 5	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	-	1
10.6	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	-	1
10.7	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	-	1
10 8	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	-	1
10.9	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	-	1
10 10	MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	-	1
10 11	S29UK9-15403M	Cisco 2901-2921 IOS UNIVERSAL	-	1
10.12	FL-CME	Cisco Communications Manager Express License	-	1
10.13	VVIC3-1MFT-T1/E1	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	-	2
10.14	VVIC3-2FXS-E/DID	Two-Port Voice Interface Card - FXS and DID (OPX Lite FXS)	-	1
10.15	PVDM3-32	32-channel high-density voice DSP module	-	1

10.13	PVDM3-16U64	PVDM3 16-channel to 64-channel factory upgrade	-	1
11.0	C2911-CME-SRST/K9	2911 Voice Bundle w/PVDM3-16,FL-CME-SRST-25 UC Lic,FL-CUBE10	-	1
11.0.1	CON-SNT-2911CMST	SNTC-8X5XNBD 2911 Voice Bundle w/ UC License PAK	24	1
11.1	PWR-2911-AC	Cisco 2911 AC Power Supply	-	1
11.2	CAB-AC	AC Power Cord (North America) C13, NEMA 5-15P 2.1m	-	1
11.3	SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	-	1
11.4	FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	-	2
11.5	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	-	1
11.6	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	-	2
11.7	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	-	1
11.8	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	-	1
11.9	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	-	1
11.10	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	-	1
11.11	MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	-	1
11.12	S29UK9-15403M	Cisco 2901-2921 IOS UNIVERSAL	-	1
11.13	FL-CME	Cisco Communications Manager Express License	-	1
11.14	VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	-	1
11.15	VVIC3-1MFT-T1/E1	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	-	1
11.16	PVDM3-16U128	PVDM3 16-channel to 128-channel factory upgrade	-	1
12.0	C2901-CME-SRST/K9	2901 Voice Bundle w/PVDM3-16,FL-CME-SRST-25 UC Lic,FL-CUBE10	-	3
12.0.1	CON-SNT-2901CMST	SNTC-8X5XNBD 2901 Voice Bundle w/ UC License PAK	24	3
12.1	PWR-2901-AC	Cisco 2901 AC Power Supply	-	3
12.2	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	-	3
12.3	FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	-	6
12.4	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	-	3
12.5	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	-	9
12.6	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	-	3
12.7	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	-	3
12.8	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	-	3
12.9	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	-	3
12.10	MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	-	3
12.11	PVDM3-16	16-channel high-density voice DSP module	-	3
12.12	S29UK9-15403M	Cisco 2901-2921 IOS UNIVERSAL	-	3
12.13	FL-SRST	Cisco Survivable Remote Site Telephony License	-	3

12 14	FL-CME-SRST-5	Communication Manager Express or SRST - 5 seat license	-	3
12 15	VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	-	3
13 0	C2921-CME-SRST/K9	2921 Voice Bundle w/PVDM3-32,FL-CME-SRST-25 UC Lic,FL-CUBE10	-	1
13 0 1	CON-SNT-2921CMST	SNTC-8X5XNBD 2921 Voice Bundle w/ UC License PAK	24	1
13 1	PWR-2921-51-AC	Cisco 2921/2951 AC Power Supply	-	1
13 2	CAB-AC	AC Power Cord (North America). C13 NEMA 5-15P, 2 1m	-	1
13 3	SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	-	1
13 4	FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	-	2
13 5	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	-	1
13 6	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	-	2
13 7	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	-	1
13 8	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	-	1
13 9	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	-	1
13 10	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	-	1
13 11	SM-D-BLANK	Blank faceplate for DW slot on Cisco 2951 and 3925	-	1
13 12	MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	-	1
13 13	S29UK9-15403M	Cisco 2901-2921 IOS UNIVERSAL	-	1
13 14	FL-CME	Cisco Communications Manager Express License	-	1
13 15	VVIC3-2MFT-T1/E1	2-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	-	1
13 16	VIC3-2FXS-E/DID	Two-Port Voice Interface Card - FXS and DID (OPX Lite FXS)	-	1
13 17	PVDM3-32U64	PVDM3 32-channel to 64-channel factory upgrade	-	1
14 0	C2921-CME-SRST/K9	2921 Voice Bundle w/PVDM3-32,FL-CME-SRST-25,UC Lic,FL-CUBE10	-	1
14 0 1	CON-SNT-2921CMST	SNTC-8X5XNBD 2921 Voice Bundle w/ UC License PAK	24	1
14 1	PWR-2921-51-AC	Cisco 2921/2951 AC Power Supply	-	1
14 2	CAB-AC	AC Power Cord (North America). C13, NEMA 5-15P, 2 1m	-	1
14 3	SM-S-BLANK	Removable faceplate for SM slot on Cisco 2900,3900,4400 ISR	-	1
14 4	PVDM3-32	32-channel high-density voice DSP module	-	1
14 5	FL-CUBEE-5	Unified Border Element Enterprise License - 5 sessions	-	2
14 6	FL-CME-SRST-25	Communication Manager Express or SRST - 25 seat license	-	1
14 7	HWIC-BLANK	Blank faceplate for HWIC slot on Cisco ISR	-	3
14 8	ISR-CCP-EXP	Cisco Config Pro Express on Router Flash	-	1
14 9	MEM-2900-512MB-DEF	512MB DRAM for Cisco 2901-2921 ISR (Default)	-	1
14 10	SL-29-IPB-K9	IP Base License for Cisco 2901-2951	-	1
14 11	SL-29-UC-K9	Unified Communication License for Cisco 2901-2951	-	1

14 12	SM-D-BLANK	Blank faceplate for DW slot on Cisco 2951 and 3925	-	1
14 13	MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	-	1
14 14	S29UK9-15403M	Cisco 2901-2921 IOS UNIVERSAL	-	1
14 15	FL-CME	Cisco Communications Manager Express License	-	1
14 16	VVIC3-1MFT-T1/E1	1-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	-	1
15 0	WBXMTSVR2-K9	Webex Meetings Server 2.x Software Kit	-	1
15 0 1	CON-ECMU-WBXMT2K9	SWSS UPGRADES Webex Meeting Server 2 x Software Kit	24	1
15 1	WBXMTSVR2-USR-K9	WBX Meetings Server 2.x - Initial Licenses	-	50
15 1.0 1	CON-ECMU-WBXMUSR9	SWSS UPGRADES WBX Meetings Server	24	50
16 0	WMS-EZ-C220-50P	UCS C220 w/64GB DIMM, 2x2 4GB CPU, 9271CV RAID, 4x1TB SAS, PCIe	-	2
16 0.1	CON-SNT-C22050P	SNTC-8X5XNBD UCS C220 w/48GB DIMM, 2x2 4GB CPU, 9271CV RAID	24	2
16 1	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	-	4
16 2	UCSC-PCIE-IRJ45	Intel i350 Quad Port 1Gb Adapter	-	2
16 3	UCSC-PSU-650W	650W power supply for C-series rack servers	-	4
16 4	UCSC-RAIL1	Rail Kit for C220, C22, C24 rack servers	-	2
16 5	UCS-HDD1T12F212	1TB SAS 7.2K RPM 3.5 inch HDD/hot plug/drive sled mounted	-	8
16 6	UCS-MR-1X082RY-A	8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v	-	16
16 7	UCS-RAID9271CV-8I	MegaRAID 9271CV with 8 internal SAS/SATA ports with Supercap	-	2
16 8	R2XX-RAID10	Enable RAID 10 Setting	-	2
16 9	UCS-CPU-E5-2609	2.4 GHz E5-2609/90W 4C/10MB Cache/DDR3 1066MHz	-	4
16 10	UCSC-HS-C220M3	Heat Sink for UCS C220 M3 Rack Server	-	4
17 0	BE6M-M4-K9=	Cisco Business Edition 6000M Svr (M4), Export Restricted SW	-	1
17 0.1	CON-SNT-BE6M4M4K	SNTC-8X5XNBD Cisco Business Edition 6000M Svr (M4), E	24	1
17 1	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	-	1
17 2	VMW-VS5-SNS	Cisco UC Virt. Hypervisor 5.x - SnS	-	1
17 3	BE6K-SW-10X11X-K9	Cisco Business Edition 6000 - Software App Version 10 X 11 X	-	1
17 4	VMW-VS5-HYP-K9	Cisco UC Virt. Hypervisor 5.x (2-socket)	-	1
17 5	CIT-A03-D300GA2	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	-	6
17 6	CIT-MR-1X162RU-A	16GB DDR4-2133-MHz RDIMM/PC4-17000/dual rank/x4/1.2v	-	2
17 7	CIT-MRAID12G	Cisco 12G SAS Modular Raid Controller	-	1
17 8	CIT-MRAID12G-1GB	Cisco 12Gbps SAS 1GB FBWC Cache module (Raid 0/1/5/6)	-	1
17 9	CIT-PSU1-770W	770W AC Hot-Plug Power Supply for 1U C-Series Rack Server	-	1
17 10	R2XX-RAID5	Enable RAID 5 Setting	-	1

17 11	CIT-CPU-E52630D	2 40 GHz E5-2630 v3/35W 8C/20MB Cache/DDR4 1866MHz	-	1
18 0	CP-7841-K9=	Cisco UC Phone 7841	-	103
19 0	CP-7821-K9=	Cisco UC Phone 7821	-	1053
20 0	VG204XM	Cisco VG204XM Analog Voice Gateway	-	15
20.0 1	CON-SNT-VG204XM	SNTC-8X5XN5D Cisco VG204 Analog V	24	15
20 1	SVG2XIPV-15403M	Cisco VG20X Series IOS IP VOICE	-	15
20 2	CAB-AC	AC Power Cord (North America). C13. NEMA 5-15P. 2.1m	-	15
20 3	CAB-ETH-S-RJ45	Yellow Cable for Ethernet, Straight-through. RJ-45, 6 feet	-	15
20 4	PWR-30W-AC	Power Supply 30 Watt AC	-	15
21.0	CCX-10-SYS-K9	CCX 10 System	-	1
21.1	CCX-10-LIC-K9	CCX 10.0 New Licenses	-	1
21.1.0 1	CON-ECMU-CCX10LK9	SWSS UPGRADES CCX 10.0 New Licenses	24	1
21.1.1	CCX-10-N-P-LIC	CCX 10.0 PRE Seat Qty 1 LICENSE ONLY	-	80
21.1.1.0 1	CON-ECMU-CCX10NPL	SWSS UPGRADES CCX 10.0 PRE Seat Qty 1 LICENSE ONLY	24	80
21.1.2	CCX-10-AQM-LIC	CCX 10.0 Adv Quality Manager Seat Qty 1 LICENSE ONLY	-	80
21.1.2.0 1	CON-ECMU-CCX10AML	SWSS UPGRADES CCX 10.0 Adv Quality Manager Seat Qty 1	24	80
21.1.3	CCX-10-WFM-LIC	CCX 10.0 Workforce Manager Seat Qty 1 LICENSE ONLY	-	80
21.1.3.0 1	CON-ECMU-CCX10WFM	SWSS UPGRADES CCX 10.0 Workforce Manager Seat Qty 1 LI	24	80
21.1.4	CCX-10-PHA-LIC	CCX 10.0 PRE HA LICENSE ONLY	-	1
21.1.5	CCEH-CCP-SVR-LIC	CCP Server	-	1
21.1.5.0 1	CON-ECMU-CCPSVRLC	SWSS UPGRADES CCP Server	24	1
21.1.6	CCX-10-P-SVR-LIC	CCX 10.0 PRE Server License	-	1
21.1.7	CCX-10-PAK	CCX 10.0 autoexpanded PAK	-	1
22.0	CCX-10-MED-K9	CCX 10 Media	-	1
22.1	CCEH-SM-V100-K9	Media kit for SocialMiner 10.0	-	1
23 0	L-CUAC10X	Cisco Unified Attendant Consoles 10.x	-	1
23.0 1	CON-ECMU-CUACX10M	SWSS UPGRADES Cisco Unified Attendant Consoles 10.x	24	1
23 1	L-CUAC10X-STND	Cisco Unified Attendant Console Standard 10 x - 1 Lic	-	5
23.1.0 1	CON-ECMU-CUAC10XS	SWSS UPGRADES Cisco Unified Attend	24	5
24.0	VMW-VS5-ST-3A=	VMware vSphere 6 Standard (1 CPU), 3yr, Support Required	-	4
24.0 1	CON-ISV1-VS5STD3A	ISV 24X7 VMware vSphere Standard, List Price is ANNUAL	36	4
24.1	UCS-VMW-TERMS	Acceptance of Terms, Standalone VMW License for UCS Servers	-	4
25.0	CP-8845-K9=	Cisco iP Phone 8845	-	104



CITY of HOLLYWOOD, FLORIDA

Office of the City Attorney

2600 Hollywood Blvd. • P.O. Box 229045 • Hollywood, Florida 33022-9045
Phone (954) 921-3435 • Fax (954) 921-3081 • www.hollywoodfl.org

Jeffrey P. Sheffel
City Attorney



December 3, 2015

Key Government Finance, Inc.
1000 South McCaslin Boulevard
Superior, CO 80027

City of Hollywood
2600 Hollywood Boulevard
Hollywood, FL 33020

RE: Property Schedule No. 2, dated November 6, 2015, to Master Tax-Exempt Lease/Purchase Agreement dated February 27, 2012, between Key Government Finance, Inc. and City of Hollywood.

Ladies and Gentlemen:

We have acted as special counsel to City of Hollywood ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of February 27, 2012 (the "Master Agreement"), between City of Hollywood, as lessee, and Key Government Finance, Inc., as lessor ("Lessor"), and the execution of Property Schedule No. 2 (the "Property Schedule") pursuant to the Master Agreement and, if applicable, that certain Escrow Agreement dated as of November 6, 2015 by and among Lessee, Lessor and KeyBank National Association as Escrow Agent (the "Escrow Agreement," and collectively the "Transaction Documents"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Transaction Documents.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Transaction Documents and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

Our Mission: We are dedicated to providing municipal services for our diverse community in an atmosphere of cooperation, courtesy and respect.
We do this by ensuring all who live, work and play in the City of Hollywood enjoy a high quality of life.

"An Equal Opportunity and Service Provider Agency"

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Transaction Documents and to perform its obligations thereunder, including the accounts opened pursuant to the Escrow Agreement.

3. The execution, delivery and performance of the Transaction Documents by Lessee have been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Transaction Documents, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Transaction Documents.

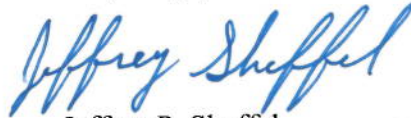
7. The Transaction Documents have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Transaction Documents or of other agreements similar to thereto; (b) questioning the authority of Lessee to execute the Transaction Documents, or the validity of the Transaction Documents, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Transaction Documents; or (d) affecting the provisions made for the payment of or security for the Transaction Documents.

Key Government Finance, Inc.
City of Hollywood
December 3, 2015
Page 3

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Transaction Documents.

Very truly yours,



Jeffrey P. Sheffel
City Attorney

AT



December 3, 2015

City Commission
City of Hollywood, Florida
2600 Hollywood Boulevard
Hollywood, Florida 33022

Key Government Finance, Inc.
1000 South McCaslin Boulevard
Superior, CO 80027-9456

**Re: Property Schedule No. 2 to Master Tax-Exempt Lease/Purchase Agreement
between Key Government Finance, Inc. and City of Hollywood.**

Ladies and Gentlemen:

We have acted as special tax counsel to the City of Hollywood, Florida ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of February 27, 2012 (the "Master Agreement"), between Lessee, and Key Government Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 2, dated November 6, 2015 (the "Property Schedule") pursuant to the Master Agreement.

The City will use funds advanced under the Master Agreement and the Property Schedule to finance the acquisition of a unified communications system.

In rendering this opinion we have examined the transcript (the "Transcript") of the proceedings relating to the execution and delivery on this date of the Master Agreement and the Property Schedule (such event being referred to herein as the "Closing"), which includes Resolution No. R-2012-029, adopted by the City Commission of the Lessee on February 1, 2012, Resolution No. R-2015-223, adopted by the City Commission of the Lessee on July 8, 2015, and certain other documentation and such other documents as we have deemed necessary to deliver this opinion. As to questions of fact material to this opinion, we have relied upon certain certified proceedings set forth in the Transcript and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation. We also have relied upon the opinion of the City Attorney of the Lessee dated this date relating to the Master Agreement and the Property Schedule as to all matters set forth therein. All capitalized words and phrases used herein, unless otherwise defined herein, have the meaning ascribed to them in the Master Agreement and Property Schedule.

Based upon the foregoing, we are of the opinion that:

1. The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (the "Code").

2. The Code includes requirements which the Lessee must continue to meet after the Closing in order that the portion of payments identified as the interest component of the rents set forth in the payment schedule attached to the Property Schedule (the "Interest Component") not be included in gross income of the Lessor for federal income tax purposes. The failure by the City to meet these requirements may cause the Interest Component to be included in gross income of the Lessor for federal income tax purposes retroactive to the Closing date. The City has covenanted to comply with the requirements of the Code in order to maintain the exclusion from gross income for federal income tax purposes of the Interest Component. Assuming continuing compliance by the City with the covenant described above, under existing statutes, regulations, rulings and court decisions, the Interest Component is excluded from gross income for federal income tax purposes. The Interest Component is not an item of preference for purposes of the alternative minimum tax imposed on individuals and corporations; however the Interest Component is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on corporations.

We express no opinion regarding other federal or state tax consequences resulting from the execution and delivery on this date of the Master Agreement and the Property Schedule or the consummation of the transactions contemplated thereby or any disposition by the Lessor of its interest in the Master Agreement or the Property Schedule.

In rendering the foregoing opinions we have assumed the accuracy and truthfulness of all public records and of all certifications, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We have also assumed the genuineness of the signatures appearing upon such public records, certifications, documents and proceedings.

We have not been engaged nor have we undertaken to review or verify and therefore express no opinion as to matters with respect to the Master Agreement and the Property Schedule other than as expressly set forth in this opinion.

Our opinions expressed herein are predicated upon present laws, facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof.

This opinion may not be relied upon by any party other than the Lessee without our express written permission.

Respectfully submitted,



EXHIBIT 3

Lessee's Certificate

Re: Property Schedule No. 2, dated November 06, 2015, to Master Tax-Exempt Lease/Purchase Agreement dated February 27, 2012, between Key Government Finance, Inc. and City of Hollywood.

The undersigned attestor, being the duly elected, qualified and acting City Clerk of City of Hollywood ("Lessee") does hereby certify, as of November 06, 2015, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held on 11/8/2015, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the following named representative of Lessee, to wit:

Table with 3 columns: NAM OF EXECUTING OFFICIAL (Official(s) who signed the documents.), TITLE OF EXECUTING OFFICIAL, SIGNATURE OF EXECUTING OFFICIAL. Row 1: Peter Bober, Mayor, [Signature]. Row 2: And/Or, [Blank], [Blank].

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

5. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal or of interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

Attestation box for City of Hollywood. Fields: City of Hollywood, Attest By: [Signature], Title: City Clerk. Bottom line: SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE.

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF HOLLYWOOD, FLORIDA, ONLY.

BY: [Signature] CITY ATTORNEY at

EXHIBIT 4

Payment of Proceeds Instructions

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: **Property Schedule No. 2**, dated November 06, 2015 (the "Property Schedule") to Master Tax-Exempt Lease/Purchase Agreement dated February 27, 2012, between Key Government Finance, Inc. ("Lessor") and City of Hollywood ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: KeyBank National Association - Escrow

By check _____ By wire transfer X

City of Hollywood

By: Matthew Lalla
Name: MATTHEW LALLA
Title: FINANCIAL SERVICES DIRECTOR

EXHIBIT 5

Acceptance Certificate

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: **Property Schedule No. 2**, dated November 06, 2015, to Master Tax-Exempt Lease/Purchase Agreement dated February 27, 2012, between Key Government Finance, Inc. and City of Hollywood.

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with Key Government Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Master Agreement) exists at the date hereof.

Date: _____

City of Hollywood
as Lessee

By: _____

Name: _____

Title: _____

Bank Qualification Certificate

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: **Property Schedule No. 2**, dated November 06, 2015, to Master Tax-Exempt Lease/Purchase Agreement dated February 27, 2012, between Key Government Finance, Inc. and City of Hollywood.

Bank Qualified Tax-Exempt Obligation

(Check box for Bank Qualified designation)

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.00.

Non-Bank Qualified Tax-Exempt Obligation

(Check box for Non-Bank Qualified designation)

Lessee reasonably anticipates issuing more than \$10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.

****Note: ONE of the boxes above MUST be checked.**

Lessee: City of Hollywood	
By:	Matthew Lalla
Name:	Matthew Lalla
Title:	Financial Services Director

****Please fill out this form and fax it to your insurance company****

Request for Certificate of Insurance

TO:
Insurance Carrier: (Name) Arthur J. Gallagher & Company
(Address) 2255 Glades Road, Suite 200E
(Address) Boca Raton, FL 33431
(Contact Name) Kathy Hill
(Contact Phone) 561-998-6785
(Contact Fax) 561-995-6708

FROM:
Customer/Lessee: City of Hollywood
2600 Hollywood Blvd.
Hollywood, Florida 33022
Contact Name: Ricardo Hutchinson
Contact Phone: (954) 921-3214

City of Hollywood is in the process of financing VoIP with Key Government Finance, Inc.

City of Hollywood requests that Key Government Finance, Inc. be listed as "Key Government Finance, Inc., their successors and assigns" and that it be named ADDITIONAL INSURED as to liability coverage and LOSS PAYEE as to property coverage. A copy of said certificate should be forwarded to Key Government Finance, Inc. as described below.

NOTE: Coverage is to include:

- (1) insurance against all risks of physical loss or damage to the Equipment;
- (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage of not less than \$1,000,000; and
- (3) if applicable, automobile liability coverage of not less than \$3,000,000.

Key Government Finance, Inc. is to receive **30 days** prior written notice of cancellation or material change in coverage. **Qualifying language such as "endeavor to provide"; "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representative" or the like will NOT be accepted and will delay funding.**

- 1. Please **EMAIL** or **FAX** this completed information to:
Key Government Finance, Inc
Tammy Kaler, Account Manager
Phone Number: (720) 304-1202
Email to tamura_m_kaler@key.com or Fax to 866-840-3016
- 2. Please **MAIL** a Certificate of Insurance to:
Key Government Finance, Inc.
Attn: Collateral Services
11030 Circle Point Rd., 2nd Floor
Westminster, CO 80020
- 3. Please **CONTACT** the Account Manager:
 - ✓ When sending this Certificate.
 - ✓ If this cannot be completed today.
 - ✓ If you have any questions



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
12/18/2015

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2255 Glades Road, Suite #200E Boca Raton FL 33431	CONTACT NAME: PHONE (A/C, No, Ext): 561-995-6706 FAX (A/C, No): 561-995-6708 E-MAIL ADDRESS: PRODUCER CUSTOMER ID: HOLLYWO-01														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED City of Hollywood P.O. Box 229045 Hollywood FL 33022															

COVERAGES **CERTIFICATE NUMBER:** 1079373567 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

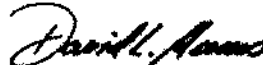
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY	018336881	12/15/2015	12/15/2016	BUILDING	\$
	CAUSES OF LOSS DEDUCTIBLES				<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$10,000,000
	BASIC BUILDING				BUSINESS INCOME	\$
	BROAD CONTENTS				EXTRA EXPENSE	\$
	SPECIAL				RENTAL VALUE	\$
	EARTHQUAKE				BLANKET BUILDING	\$
	WIND				BLANKET PERS PROP	\$
	FLOOD				BLANKET BLDG & PP	\$
	<input checked="" type="checkbox"/> Special See Page 2					\$
						\$
	INLAND MARINE	TYPE OF POLICY				\$
	CAUSES OF LOSS					\$
	NAMED PERILS	POLICY NUMBER				\$
						\$
	CRIME					\$
	TYPE OF POLICY					\$
						\$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Deductible: \$25,000 - All Perils Except as indicated below

Deductible: Named Storm- 5% of Total Insured Values at the time of the loss at each location involved in See Attached...

CERTIFICATE HOLDER Key Government Finance Inc, their Successors and assigns Attn: Collateral Services 11030 Circle Point Rd., 2nd Floor Westminster CO 80020	CANCELLATION 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 

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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED City of Hollywood P.O. Box 229045 Hollywood FL 33022	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 24 FORM TITLE: CERTIFICATE OF PROPERTY INSURANCE

Special Conditions
 the loss or damage arising out of a Named Storm (a storm that has been declared by the National Weather Service to be a Hurricane, Typhoon, Tropical Cyclone, Tropical Storm or Tropical Depression), regardless of the number of Coverages, Locations or Perils involved (including but not limited to, all Flood, wind, wind gusts, storm surges, tornados, cyclones, hail or rain) and subject to a minimum deductible of \$250,000 any one occurrence. Per Occurrence

Deductible: All Other Wind/Hail \$250,000 Per Occurrence

Deductible: Flood-5% of Total Insured Values at the time of the loss at each location involved in the loss or damage, subject to a minimum of \$1,000,000 any one occurrence, as respects locations wholly or partially within Special Flood Hazard Areas (SFHA), areas of 100-year flooding, as defined by the Federal Emergency Management Agency (FEMA). Per Occurrence

Deductible: Earth Movement-\$100,000 Per Occurrence

Certificate Holder is Loss Payee in regard to the new Phone System.



CITY of HOLLYWOOD, FLORIDA

Office of Labor Relations

2600 Hollywood Blvd. • P.O. Box 229045 • Hollywood, Florida 33022-9045
Phone (954) 921-3519 • Fax (954) 921-3678 • www.hollywoodfl.org

Raquel Elejabarrieta, Esq.
Director

December 3, 2015

Key Government Finance, Inc.
Attn: Collateral Services
Neff Rental, LLC
11030 Circle Point Rd., 2nd Floor
Westminster, CO 80020

Re: New Phone System

To whom it may concern:

The City of Hollywood is a municipality of the State of Florida and is self-insured for liability as permitted under Section 768.28 of the Florida Statutes regarding Sovereign Immunity. Further, in this regard, the City has established a formal funded self-insurance program created by Ordinance.

The City has a self-insured retention of \$400,000 per occurrence for liability. The City has purchased excess coverage that covers up to \$1,000,000 per occurrence with an aggregate of \$5,000,000 over the City's self-insured retention. The City has a municipal property coverage policy of \$199,002,000 with a deductible of \$25,000 unless a specific deductible applies.

Please contact me at (954) 921-3514 if you should have any questions.

Sincerely,



Raquel Elejabarrieta
Director of Labor Relations

Our Mission: We are dedicated to providing municipal services for our diverse community in an atmosphere of cooperation, courtesy and respect.
We do this by ensuring all who live, work and play in the City of Hollywood enjoy a high quality of life.

"An Equal Opportunity and Service Provider Agency"

Notification of Tax Treatment

Key Government Finance, Inc. is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if you feel that your lease is subject to tax or whether a valid exemption exists.

- I agree that my lease is subject to sales/use tax.
- I am exempt from sales/use tax and I have attached a completed exemption certificate to Key Government Finance, Inc.
- I have previously provided a completed exemption certificate to Key Government Finance, Inc. which is valid for this transaction.
- I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.
- I have a valid abatement or property tax exemption (documentation attached).

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area? _____

Additional comments:

Lessee: City of Hollywood	
By:	Matthew Lalla
Name:	Matthew Lalla
Title:	Financial Services Director



Consumer's Certificate of Exemption

DR-14
R. 04/11

Issued Pursuant to Chapter 212, Florida Statutes

85-8012621605C-4	05/31/2012	05/31/2017	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

CITY OF HOLLYWOOD
2600 HOLLYWOOD BLVD
HOLLYWOOD FL 33020-4807

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 04/11

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

LESSEE INVOICE INSTRUCTIONS

(The information you provide enables us to invoice you correctly.)

City of Hollywood
Property Schedule No. 2

BILL TO ADDRESS:

2600 Hollywood Boulevard
P.O. Box 229045
Hollywood, FL 33022-9045

BILLING CONTACT:

First, M.I. and Last Name: Ricardo Hutchinson
Title: Network Engineer
Phone Number: 954-921-3214
Fax Number:

PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES _____ NO X
Purchase Order Number:

FEDERAL TAX ID NUMBER:

59-6000338

EQUIPMENT LOCATION (If different from Billing Address):

All city facilities that have telephones, including but not limited to City Hall, Police Station, Fire Station, Water Treatment Plant, Wastewater Treatment Plant and Public Work Compound.

ADDITIONAL INFORMATION NEEDED ON INVOICE:

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of November 06, 2015 and entered into among Key Government Finance, Inc. ("Lessor"), City of Hollywood ("Lessee") and KeyBank National Association (the "Escrow Agent").

RECITALS:

A. Lessor and Lessee are parties to a Master Tax-Exempt Lease/Purchase Agreement, dated as of February 27, 2012 and Schedule No. 2 thereunder, dated as of November 06, 2015 (the "Lease") whereunder Lessee is acquiring from Lessor certain personal property more particularly described therein (the "Property").

B. Lessor and Lessee intend to cause or have caused certain funds to be deposited with Escrow Agent to pay for costs of the Property, and Escrow Agent has agreed to disburse said funds in accordance with the terms and conditions of this Escrow Agreement.

C. Each of the parties has authority to enter into this Escrow Agreement and has taken all actions necessary to authorize the execution of this Escrow Agreement by the officers whose signatures are affixed hereto.

NOW, THEREFORE, the parties agree as follows:

1. Appointment of Escrow Agent. Lessor, Lessee and Escrow Agent agree that Escrow Agent shall act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent, in its capacity as escrow agent hereunder, shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement regarding the Acquisition Fund (as hereinafter defined) among Lessor, Lessee and Escrow Agent.

2. Acquisition Fund. There is hereby established in the custody of Escrow Agent an escrow fund designated as the "City of Hollywood Acquisition Fund" (the "Acquisition Fund") to be held and administered by Escrow Agent for Lessee and Lessor in accordance with this Escrow Agreement, subject to Lessor's rights under this Section 2 and Section 3 hereof.

The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of Lessee (other than Lessor) or Lessor. Lessee hereby grants to Lessor a security interest in the Acquisition Fund to secure payment of all sums due to Lessor under the Lease. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to such accounts, Lessor's interest therein.

(a) Deposit in Acquisition Fund. There shall be deposited in the Acquisition Fund the sum of **\$1,107,268.96**. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Acquisition Fund, and such income and interest shall become part of the Acquisition Fund and may be expended as provided herein.

(b) Disbursements from Acquisition Fund. Escrow Agent shall make payments from the Acquisition Fund to pay costs of the Property upon receipt of requisitions from Lessee, signed by an authorized individual substantially in the form attached hereto as Exhibit A, which is incorporated by reference herein. In the event Escrow Agent is directed or requested by Lessee to hold or deposit any retained funds or to accept a retainage bond (in lieu of funds) as may be required by law or the terms of the acquisition contract to which Lessee is a party, Escrow Agent shall act in accordance with Lessee's instructions, and such retained funds (or performance bond) and any interest thereon shall be paid as provided in instructions to Escrow Agent from Lessee. In no event, shall Lessee submit more than six (6) requisitions in any month. The final requisition shall include the final acceptance certificate required in the Lease, which shall be executed by the Lessee and delivered to the Escrow Agent. Where requisitions involve titled motor vehicles, the requisition shall also include:

- (i) Manufacturer's Certificate of Origin.
- (ii) Motor vehicle paperwork appropriate to state of registration, noting Key Government Finance, Inc. as lien holder.
- (iii) Insurance certificate naming Key Government Finance, Inc., its successors and assigns as sole loss payee and additional insured for the specified equipment.

3. Termination of Escrow.

Master TELP-Add On Schedule

KEYCORP CONFIDENTIAL - This is counterpart # 1 of 2 manually executed counterparts. Only counterpart # 1 constitutes chaitel paper

(a) Acquisition of Property. Upon the final acceptance of the Property by Lessee, as evidenced by execution by Lessee of a final acceptance certification pursuant to the Lease and delivered to Escrow Agent, and the payment of all costs related thereto (i) any retainage shall be disbursed as directed by Lessee, and (ii) any amounts remaining in the Acquisition Fund (including the earnings from investments thereof) shall be transferred to Lessee and be applied toward reimbursement of Lessee for funds advanced for the Property. To the extent that additional moneys in excess of those needed to reimburse Lessee for the acquisition of the Property exist in the Acquisition Fund, such amounts shall be paid to Lessor and applied first to the next payment due on the Lease and then applied to prepayment of the principal component of installment payments and Lessor shall recalculate the lease payment schedule for the remaining term such that the remaining lease payments shall be level. Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

(b) Eighteen Months. This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of the Lessee and Lessor in writing to the Escrow Agent either in advance of the termination or retroactively. Any money remaining in the Acquisition Fund at the time of termination under this subsection (b) shall be transferred to Lessor and shall be applied first to the next payment due under the Lease, and then, if there are amounts remaining, applied to the prepayment of the Lease being applied to principal and Lessor shall recalculate the lease payment schedule for the remaining term such that the remaining lease payments shall be level. Lessee shall be deemed to have accepted all Property paid for from the Acquisition Fund at the time of termination under this subsection (b). Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

(c) Event of Default; Nonappropriation. Upon receipt of written notice from Lessor of an event of default by Lessee under the Lease or an event of nonappropriation, if provided for under the Lease, Escrow Agent shall disburse the funds in the Acquisition Fund to Lessor for application in accordance with the Lease. Upon such payments from the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

4. Investment of Acquisition Fund. Monies held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent upon written instructions from Lessee, signed by an authorized individual substantially in the form attached hereto as Exhibit B, which is incorporated by reference herein, in an investment which is a permitted investment for Lessee under the laws of the state in which Lessee is organized. Escrow Agent shall have no responsibility for advising Lessee or Lessor as to the permissibility of any investment of monies in the Acquisition Fund. If Escrow Agent does not receive a written direction from Lessee as to the investment or reinvestment of monies in the Acquisition Fund, Escrow Agent may hold such monies uninvested until such direction is received. Escrow Agent shall have no responsibility for any losses suffered from any investment of monies on deposit in the Acquisition Fund authorized by Lessee.

5. Amendment and Modification. This Escrow Agreement may not be amended, modified, altered, supplemented or waived except by a written instrument executed by Lessor, Lessee and Escrow Agent.

6. Regarding the Escrow Agent.

(a) Duties of Escrow Agent. Escrow Agent undertakes to perform only such duties as are specifically set forth in this Escrow Agreement. Escrow Agent shall be under no implied obligation or subject to any implied liability hereunder. Escrow Agent shall incur no liability whatsoever except for its gross negligence or willful misconduct so long as it is acting in good faith. Escrow Agent shall not be required to take notice of any of the provisions of the Lease or any document or instrument executed in connection therewith, except as expressly set forth in this Escrow Agreement. The permissive right of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as a duty.

(b) Escrow Agent Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

(c) Counsel and Fees; Reliance upon Counsel. If Escrow Agent believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection herewith, or in case the Escrow Agent

becomes involved in litigation on account of acting hereunder, then, in either case, its cost, expenses and reasonable attorneys fees shall be paid by Lessee. Escrow Agent's right to receive its attorneys' fees and expenses shall survive the termination of this Escrow Agreement. If Escrow Agent consults with counsel, Escrow Agent may act, in good faith, in reliance upon the advice of counsel concerning its duties in connection herewith or in acting hereunder.

(d) No Obligation to Take Legal Action. Escrow Agent shall not be under any obligation to take any legal action in connection with this Escrow Agreement or for its enforcement, or to appear, prosecute or defend any action or legal proceeding which, in its opinion, would or might involve it in any costs, expense, loss or liability, or to otherwise expend or risk its own funds or incur any financial liability in the performance of this Escrow Agreement, unless and as often required by it, it shall be furnished with security and indemnity satisfactory against all such costs, expenses, losses or liabilities. If any controversy arises between the parties hereto or with any third person, the Escrow Agent shall not be required to resolve the same or to take any action to do so (other than to use its best efforts to give notice of such controversy to Lessor and Lessee) but may, at its discretion, institute such interpleader or other proceedings as it deems proper.

(e) Quarterly Statement. Escrow Agent shall issue a quarterly accounting statement showing receipts to and disbursements from the Acquisition Fund. Such statement shall be mailed to Lessor and Lessee.

(f) Resignation and Termination. Escrow Agent may, upon providing thirty days written notice, resign its position as Escrow Agent and terminate its liabilities and obligations hereunder. In the event Escrow Agent is not notified within thirty days of a successor Escrow Agent, Escrow Agent shall be entitled to transfer all funds to a court of competent jurisdiction with a request to have a successor appointed, at the expense of Lessee. Upon filing such action and delivering such assets, Escrow Agent's obligations and responsibilities shall cease. Lessor and Lessee may jointly terminate Escrow Agent and appoint a successor Escrow Agent by providing 15 days written notice to Escrow Agent.

7. Indemnification. To the extent permitted by law, Lessee hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by or asserted against, Escrow Agent at any time (whether or not also indemnified against the same by Lessee or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement, the establishment hereunder of the Acquisition Fund, the acceptance of the funds and securities deposited therein, the purchase of any securities to be purchased pursuant thereto, the retention of such securities or the proceeds thereof, and any payment, transfer or other application of moneys or securities by Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that Lessee shall not be required to indemnify, protect, save or keep harmless Escrow Agent against Escrow Agent's own gross negligence or willful misconduct or gross negligence or willful misconduct of Escrow Agent's respective successors, assigns, agents and employees or the material breach by Escrow Agent of the terms of this Escrow Agreement. The indemnities contained in this Section shall survive the termination of this Escrow Agreement.

8. Notices. Any notices permitted or required under this Escrow Agreement shall be made in writing and shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, certified or registered, postage fully prepaid, return receipt requested, addressed to the addresses set forth on the signature page of this Escrow Agreement. The party to whom notices or copies of notices are to be sent shall have the right at any time and from time to time to change its address for notice or person to receive notice by giving notice in the manner specified in this paragraph.

9. Escrow Agent's Fee. Escrow Agent shall be paid no fee for setting up the escrow. In the event that Escrow Agent is made a party to litigation with respect to the Acquisition Fund, or brings an action in interpleader, or Escrow Agent is required to render any service not provided for in this Escrow Agreement, or there is any assignment of interests in this escrow or any modification hereof, Escrow Agent shall be entitled to reasonable compensation for such extraordinary services and reimbursement by Lessee for all fees, costs, liability and expenses, including attorney fees. Lessee also agrees to pay any investment fees or other charges of Escrow Agent, such as wire transfer charges and disbursement charges and agrees such fees and charges may be deducted by and paid to the Escrow Agent from funds in or to be deposited in the Acquisition Fund or from investment earnings to be deposited in the Acquisition Fund.

10. Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Escrow Agreement is to be executed by the parties hereto in sufficient numbers so that an Escrow Agreement bearing each party's original signature can be held by the Escrow Agent.

Master TELP-Add On Schedule

KEYCORP CONFIDENTIAL - This is counterpart # 1 of 2 manually executed counterparts. Only counterpart # 1 constitutes chattel paper

11. Waiver. Any waiver by any party of any breach of any term or condition of this Escrow Agreement shall not operate as a waiver of any other breach of such term or condition or any other term or condition, nor shall any failure to enforce such provision hereof operate as a waiver of such provision or of any other provision hereof, nor constitute nor be deemed a waiver or release of any other party for anything arising out of, connected with, or based on this Escrow Agreement.

12. Exhibits. All exhibits, schedules and lists attached to this Escrow Agreement or delivered pursuant to this Escrow Agreement shall be deemed a part of this Escrow Agreement and incorporated herein, where applicable, as if fully set forth herein.

13. Applicable Law. This Escrow Agreement shall be governed by the laws of the state in which Lessee is located.

14. Successors and Assigns. This Escrow Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Any corporation or association into which the Escrow Agent may merge, or to which Escrow Agent may sell or transfer its banking business, shall automatically be and become successor Escrow Agent hereunder and vested with all powers as was its predecessor without the execution or filing of any instruments or further act, deed or conveyance on the part of the parties hereto.

15. Severability. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. **WAIVER OF JURY TRIALS. UNLESS PROHIBITED BY LAW, LESSEE, LESSOR AND ESCROW AGENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS ESCROW AGREEMENT OR THE ACTIONS OF LESSOR, LESSEE OR ESCROW AGENT IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF.**

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives, all as of the date first above written.

Key Government Finance, Inc.
By: [Signature]
Authorized Officer

City of Hollywood
By: [Signature]
Authorized Officer

Title:
Address: 1000 S. McCaslin Blvd.
Superior, Colorado 80027

Title: Peter Bober, Mayor
Address: 2600 Hollywood Blvd.
Hollywood, Florida 33022

KeyBank National Association
By: [Signature]
Authorized Officer

Address: 1000 S. McCaslin Blvd.
Superior, Colorado 80027

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF HOLLYWOOD, FLORIDA, ONLY
BY: [Signature]
CITY ATTORNEY *at*

Approved as to Finance:
[Signature]
Matthew Lalla
Financial Services Director

[Please type on your letterhead]

EXHIBIT A
FORM OF REQUISITION
COSTS OF PROPERTY
Schedule No. 2

C/O Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027
Attn: Tammy Kaler
(720) 304-1202
Email: tamura.m.kaler@key.com

On Behalf of:
KeyBank National Association
127 Public Square
Cleveland OH 44114

Amount Requested: \$ _____

Total Disbursements to Date: \$ _____

Requisition No.: _____

1. The undersigned, an officer or official of Lessee, hereby requests and authorizes KeyBank National Association, as Escrow Agent under the Escrow Agreement dated as of November 06, 2015, among City of Hollywood (the "Lessee"), Key Government Finance, Inc. (the "Lessor") and Escrow Agent, to pay to or upon the order of the Lessee the amount specified above for the payment or reimbursement of costs of Property described in Schedule 1 attached.

2. The Lessee hereby certifies that:
(a) each obligation mentioned in Schedule 1 has been properly incurred, is a proper charge against the Acquisition Fund and has not been the basis of any previous disbursement;
(b) no part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Property or for services not yet performed in connection therewith;
(c) insurance requirements of the Lease have been complied with and such coverage is in force;
(d) as of the date of this Requisition no event of default or event of nonappropriation, if any, as such terms are defined in the Lease between Lessor and Lessee has occurred and is continuing and no event which with notice or lapse of time, or both, has occurred and is continuing which would constitute such event of default or event of nonappropriation; and
(e) the Property acquired with this disbursement is functionally complete and operationally independent and is hereby accepted. If this is the final requisition, the final acceptance certification required in the Lease is attached hereto.

3. All capitalized terms herein shall have the meanings assigned to them in the Escrow Agreement

4. The list of equipment, set forth in the equipment/property description to the Lease, shall be deemed amended upon payment of this requisition to include the property set forth in Schedule 1 hereto and any property paid with funds of this requisition.

City of Hollywood

By: _____
Name: _____
Title: _____
Date: _____

Approved by Lessor, or in the event Lessor's right, title and interest in the Lease has been assigned, by the current assignee of Lessor's right, title and interest in the Lease Agreement:

Key Government Finance, Inc.

By: _____
Name: _____
Title: _____
Date: _____

[Lessee to attach final acceptance certification if final disbursement request.]

SCHEDULE 1
DISBURSEMENT SCHEDULE

To Requisition No. _____ for the Acquisition Fund:

1. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

2. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

City of Hollywood

By: _____

Name: _____

Title: _____

Date: _____



CITY of HOLLYWOOD, FLORIDA

Department of Financial Services

2600 Hollywood Blvd. • P.O. Box 229045 • Hollywood, Florida 33022-9045
Phone (954) 921-3231 • Fax (954) 921-3064 • www.hollywoodfl.org

EXHIBIT B

INVESTMENT DIRECTION

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027
Attn: Tammy Kaler
(720) 304-1202

KeyBank National Association
1000 S. McCaslin Blvd.
Superior, CO 80027
Attn: Escrow Agent

The undersigned, an officer or official of Lessee, hereby requests and authorizes KeyBank National Association, as Escrow Agent under the Escrow Agreement dated as of November 06, 2015, among City of Hollywood (the "Lessee"), Key Government Finance, Inc. (the "Lessor") and Escrow Agent, to invest monies held in the Acquisition Fund in the following manner:

Money Market Deposit Account held at KeyBank National Association

All capitalized terms herein shall have the meanings assigned to them in the Escrow Agreement.

City of Hollywood

By: _____

Matthew Lalla

Name: _____

Matthew Lalla

Title: _____

Financial Services Director

Date: _____

12/4/15

Our Mission: We are dedicated to providing municipal services for our diverse community in an atmosphere of cooperation, courtesy and respect.
We do this by ensuring all who live, work and play in the City of Hollywood enjoy a high quality of life.

"An Equal Opportunity and Service Provider Agency"

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.

OMB No. 1545-0720

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

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name City of Hollywood, Florida		2 Issuer's employer identification number (EIN) 59-6000338
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 2600 Hollywood Boulevard	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Hollywood, Florida 33020		7 Date of issue 12.03.2015
8 Name of issue Master Tax-Exempt Lease Purchase Agreement with Key Government Finance, Inc. Schedule 2		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Matthew Lalla, Director of Financial Services		10b Telephone number of officer or other employee shown on 10a (954) 921-3231

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ► Computer Equipment		18 998,354 09
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 checked="" 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	11.06.2021	\$ 998,354.09	\$ 998,354.09	6 years	3.3820 %

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))				23 998,354 09
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	0
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	998,354 09

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)	_____

