

AMENDMENT NO. 1 TO SCHEDULE OF PROPERTY NO. 5

This AMENDMENT NO. 1 ("Amendment") to Schedule of Property No. 5 dated as of May 2, 2008 ("Schedule") to Master Equipment Lease/Purchase Agreement dated as of June 7, 2004 (the "Master Lease"; the Schedule and the Master Lease, together with the related Rental Payment Schedule thereto and all exhibits, schedules, addenda, amendments, modifications, riders, and other documents and instruments thereto, is the "**Lease**"), is entered into as of December 14, 2018, by and between Banc of America Public Capital Corp, as assignee of Banc of America Leasing & Capital, LLC, as Lessor, and The City of Hollywood, Florida, as Lessee. Capitalized terms not otherwise defined herein shall have the meanings ascribed them in the Lease.

WHEREAS, Lessor and Lessee are parties to the Lease; and

WHEREAS, Lessor and Lessee desire to amend certain provisions of the Lease.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Schedule is amended by deleting Exhibit A-1 Rental Payment Schedule in its entirety and replacing it with the Exhibit A-1 Revised Rental Payment Schedule that is attached hereto and incorporated herein by reference.

2. Ratification of Master Lease. Except as expressly modified and superseded by this Amendment, the Lease is ratified and confirmed in all respects and shall continue in full force and effect.

3. Tax Matters. Lessee has complied and will continue to comply with the tax covenants set forth in Section 4.05 of the Master Lease. This Amendment is not inconsistent with such tax covenants. Lessee agrees that it will calculate and make, or cause to be calculated or made, payments of any rebate in the amounts and at the times and in the manner provided in Section 148 (f) of the Internal Revenue Code.

4. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by telecopier shall be as effective as delivery of a manually executed counterpart of this Amendment.

5. Successors and Assigns; Third Parties. This Amendment shall be binding upon and inure to the benefit of the parties hereto and thereto and their respective permitted successors and assigns. No third party beneficiaries are intended in connection with this Amendment.

6. Severability. If any term or provision of this Amendment shall be deemed prohibited or invalid under applicable law, such provision shall be invalidated without affecting the remaining provisions of this Amendment or the Lease, respectively.

7. Entire Agreement. This Amendment, together with the Lease, contains the entire and exclusive agreement of the parties hereto with reference to the matters discussed herein and therein. This Amendment supersedes all prior drafts and communications with respect thereto.

8. Governing Law. This Amendment shall be governed by and construed in accordance with the internal laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to Schedule of Property No. 5 as of the day and year written above.

BANC OF AMERICA PUBLIC
CAPITAL CORP
as Lessor

THE CITY OF HOLLYWOOD, FLORIDA
as Lessee

By _____
Title _____

By _____
JOSH LEVY, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC, CITY CLERK

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY for the use and reliance
Of the City of Hollywood, Florida, only.

DOUGLAS R. GONZALES, CITY ATTORNEY