
**THIRD AMENDMENT TO MASTER EQUIPMENT LEASE/PURCHASE
AGREEMENT**

This **THIRD AMENDMENT TO MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT** dated May 2, 2008 (this "Amendment"), between BANC OF AMERICA LEASING & CAPITAL, LLC ("Lessor") and BANC of AMERICA PUBLIC CAPITAL CORP, and THE CITY OF HOLLYWOOD, a municipality existing under the laws of the State of Florida ("Lessee"):

WITNESSETH:

WHEREAS, Lessor and Lessee entered into a Master Equipment Lease/Purchase Agreement dated June 7, 2004, as amended and supplemented by the First Amendment to Master Equipment Lease/Purchase Agreement dated March 20, 2007, and as further amended and supplemented by the Second Amendment to Master Equipment Lease/Purchase Agreement dated March 4, 2008 (the "Original Lease," and as amended and supplemented by this Amendment, the "Master Equipment Lease"); and

WHEREAS, Lessor assigned its right, title and interest in the Master Equipment Lease/Purchase Agreement to Banc of America Public Capital Corp with regard to Schedule No. 5 thereto, also dated May 2, 2008 (and thus together with Banc of America Leasing & Capital are the "Lessor" herein); and

~~**WHEREAS**, the parties hereto desire to amend the Original Lease by entering into this amendment for the purposes set forth herein.~~

NOW, THEREFORE, in consideration of the premises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments. Deletions indicated by strikethrough and insertions indicated by double underline:

a. The following definition of "Original Funding Expiration Date" is added to Section 1.01 of the Original Lease and shall read as follows:

"Original Funding Expiration Date" means June 6, 2005.

b. Section 3.01 of the Original Lease shall be amended to read as follows:

Subject to the terms of this Master Lease, the Lessor agrees to provide the funds specified as the "Acquisition Amount" in each Lease to acquire the Equipment; the aggregate principal amount of all Leases not exceeding \$25,226,230.00; provided, the Lessee may, in its sole option, enter into a Lease or

Leases with the Lessor in an aggregate principal amount less than \$25,226,230.00. Upon the execution of each Lease, Lessor demises, leases, transfers and lets to Lessee, and Lessee acquires, rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The latest date for any funding pursuant to one or more Leases under this Agreement is the Funding Expiration Date.

c. Section 4.02(b) of the Original Lease shall be amended to read as follows:

Subject to Section 4.01 herein, the interest component of each Lease shall equal (i) 2.5632%, for each Lease entered into on or before June 7, 2004, ~~or~~ (ii) the 5-year U.S. Treasury Obligation rate multiplied by .65, plus 34 basis points, for each Lease entered into after June 7, 2004 through and including the Original Funding Expiration Date, (iii) 3.5575% for each Lease entered into on or after the Original Funding Expiration Date through and including March 3, 2008, or (iv) Average Life (3 year) Daily H15 Interest Rate SWAPS multiplied by .65, plus 91.17 basis points, for each Lease entered into after March 3, 2008, through and including the Funding Expiration Date; (v) 3.79% for each Lease entered into on or before May 2, 2008, or (vi) The then current yield on the 10-year SWAP rate (the "Index") times .65, plus 101 basis points, for each Lease entered into after May 2, 2008, through and including the Funding Expiration Date.

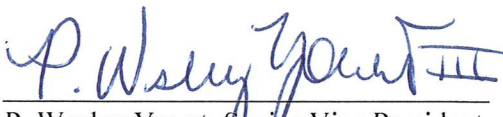
2. Confirmation of Original Lease. Except as amended hereby, the Original Lease is hereby confirmed and reaffirmed in all particulars. The Original Lease, as amended by this Amendment, shall be read, taken and construed as one and the same instrument.

3. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute but one and the same instrument.

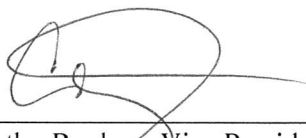
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the date first above written by their respective duly authorized officers.

BANC OF AMERICA LEASING &
CAPITAL, LLC

By: 
P. Wesley Yount, Senior Vice President

BANC OF AMERICA PUBLIC CAPITAL
CORP

By: 
Cathy Raybon, Vice President

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

BY: 
CITY ATTORNEY

CITY OF HOLLYWOOD, FLORIDA

By: 
Peter Bober, Mayor

SCHEDULE OF PROPERTY NO. 5

Re: Master Equipment Lease/Purchase Agreement, dated June 7, 2004, between Banc of America Leasing & Capital, LLC, as Lessor, and the City of Hollywood, Florida, as Lessee.

1. Defined Terms. Unless otherwise defined herein, all terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement, as amended and supplemented (the "Master Equipment Lease"). Banc of America Leasing & Capital, LLC hereby assigns to Banc of America Public Capital Corp ("BAPCC"), a Kansas Corporation, all of its right, title and interest as lessor under the Master Equipment Lease, but solely as the Master Equipment Lease pertains to this Schedule. By its execution of this Schedule, BAPCC assumes all obligations of Lessor under this Schedule and the Master Equipment Lease. By executing and delivering this Schedule, Lessee hereby consents to such assignment and authorization, and accepts BAPCC as the Lessor of the Equipment subject to this Schedule under the terms and conditions of the Master Equipment Lease. For all purposes under or with respect to this Schedule and any documents or instruments executed and delivered in connection herewith, each reference to "Lessor" contained herein and in the Master Equipment Lease shall be deemed to be a reference to BAPCC, as Lessor hereunder. Lessee acknowledges and agrees that the occurrence of an Event of Default under any Lease with Lessor or Banc of America Leasing & Capital, LLC shall constitute an Event of Default under all Leases subject to the Master Equipment Lease.

2. Equipment. The following items of Equipment are hereby included under this Schedule of the Master Equipment Lease.

Quantity	Description	Location
Energy Performance Contract: Complete design, engineering and acquisition/installation of various facility improvement measures including but not limited to: automated meter reading technology for residential and commercial water meters, multi-space meter terminal improvements, and installation of a City-wide wireless broadband network using standards-based 802.11b/g, Wi-Fi (2.4GHz), 5.x GHz, and 4.9 GHz network technology.		

3. Payment Schedule.

Rental Payments. The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1. Rental Payments shall commence on November 2, 2009, the date on which the Equipment listed in this Schedule is accepted by Lessee.

Purchase Price Schedule. The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule

attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. Representations, Warranties and Covenants. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that (a) no material adverse change in Lessee's financial condition has occurred since the date of the Master Equipment Lease; (b) the governing body of Lessee has authorized the execution and delivery of this Lease and related documents pursuant to Resolution No. R-2008-073, adopted on April 2, 2008, and Resolution No. R-2004-159, adopted on May 19, 2004; (c) the Equipment described in this Lease is essential to the functions of Lessee or to the services Lessee provides its citizens; (d) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (e) Lessee anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. The Lease. The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof. The maximum Lease Term, subject to annual appropriation, is 180 months.

6. Lease Proceeds. ~~The Lease Proceeds which Lessor shall pay or provide to~~ Lessee, or to Vendors, as appropriate in connection with this Schedule is \$16,226,230. At the Commencement Date of the Lease, Lease Proceeds up to the amount of \$649,049.20 shall be disbursed by Lessor upon receipt of Lessee's Acceptance Certificate. The remainder of the Lease Proceeds in the amount of \$15,577,180.80 shall be disbursed pursuant to the payment schedule below by the Lessor pursuant to the following procedures.

- (a) Lessee has ordered or will order the Equipment described herein from Vendor or Vendors. Upon receipt of a Vendor's invoice, or a number of such invoices as the case may be, Lessee will submit such invoice(s) to Lessor and cancelled checks, if applicable.
- (b) Upon receipt of an invoice, or invoices, from the Lessee, Lessor will prepare and submit to Lessee an Acceptance Certificate ("COA") (see Exhibit B/B-1), containing the description, location and cost of the invoiced equipment, together with a copy of such invoice(s) and cancelled checks, if applicable. Alternatively, Lessee can submit the invoices and COA together directly to Lessor.
- (c) Upon execution of the COA by Lessee and receipt thereof by Lessor, the COA will serve as Lessee's confirmation that the invoiced Equipment has been

delivered to and accepted by the Lessee, and as Lessee's authorization to Lessor to pay the Vendor(s), or reimburse the Lessee, as applicable, for the Equipment described in the COA.

- (d) COAs will be executed only by the authorized signatories of Lessee identified in the City Clerk's Certificate (see Exhibit C).
- (e) Lessor will thereupon pay the Vendor(s) or reimburse the Lessee within five (5) business days of receipt of each COA, subject to paragraph (f) herein, from the Lessee; provided that Lessor will not be obligated to prepare any COA or to pay for any Equipment, and Lessee will not be capable, for the purposes hereof, of executing any COA, if Lessee is in default of any of its obligations under this Schedule or if Lessee has suffered a material adverse change in its financial circumstances since the date of this Schedule.
- (f) Lessor's payments to the Vendor(s), or to the Lessee, will occur no earlier and in no greater amounts, than the following schedule indicates:

Payment	Timing	Amount
Payment 1	5/2/08	\$649,049.20
Payment 2	5/30/08	\$3,732,032.90
Payment 3	6/30/08	\$973,573.80
Payment 4	7/30/08	\$324,524.60
Payment 5	8/30/08	\$2,271,672.20
Payment 6	9/30/08	\$2,433,934.50
Payment 7	10/30/08	\$162,262.30
Payment 8	11/30/08	\$1,298,098.40
Payment 9	12/30/08	\$1,298,098.40
Payment 10	1/30/09	\$324,524.60
Payment 11	2/30/09	\$1,135,836.10
Payment 12	3/30/09	\$1,135,836.10
Payment 13	4/30/09	\$162,262.30

Payment 14	5/30/09	\$324,524.60
Total		\$16,226,230.00

- (a) In the event that acquisition funds are requisitioned and disbursed after the expected Payment dates listed above, Lessor agrees that at the end of the acquisition period, it will provide Lessee with the benefit of the timing delay. This benefit will begin to accrue on the eleventh (11th) calendar day following each Payment date only on that portion of the Payment yet to be requisitioned through the date such funds are disbursed. A one-time calculation of the timing benefit will be made after the final Payment date, at the prevailing money market rate, based on the three (3) year Treasury Bill as published daily by Bloomberg, subject to any arbitrage restrictions.

It is expected that by fourteen (14) months from the date of this Schedule No. 5, or by July 2, 2009, Lessee will have taken possession of all items of Equipment shown above and that a Lessee's Acceptance Certificate, or Acceptance Certificates, will be signed by Lessee and delivered to Lessor on or before fourteen (14) months from the date of this Schedule No. 5.

7. Acquisition Period. The Acquisition Period applicable to this Schedule shall end at the conclusion of the fourteenth (14th) month following the date hereof, or by July 2, 2009.

~~8. Lease Term. The Lease Term shall consist of the Original Term and fourteen (14) consecutive Renewal Terms, with the final Renewal Term ending on August 2, 2024.~~

9. Purchase Option Commencement Date. For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is November 2, 2009. Upon thirty (30) days notice, Lessee may prepay in full all amounts then outstanding under the Lease, including accrued interest, principal balance, and any other unpaid charges.

Dated: May 2, 2008.

Lessor:

Banc of America Public Capital Corp
2059 Northlake Parkway, 4th Floor
Tucker, Georgia 30084

By: 

Cathy Raybon, Vice President

Lessee:

City of Hollywood, Florida
2600 Hollywood Boulevard
Hollywood, Florida 33020

By: 

Peter Bober, Mayor

(Seal)

Attest:

By: 

Patricia A. Cerny, MMC, City Clerk

Acknowledged and Agreed:

Banc of America Leasing & Capital, LLC
2059 Northlake Parkway, 4th Floor
Tucker, Georgia 30084

By: 

Name: P. Wesley Yount
Title: Senior Vice President
An Authorized Officer

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

BY: 

CITY ATTORNEY

EXHIBIT A-1

RENTAL PAYMENT SCHEDULE

Rental Payment Date	Rental Payment Amount	Interest Portion (3.79%)	Principal Portion	Purchase Price [*)
5/2/2008				16,226,230.00
11/2/2009	308,989.00	945,121.67	-636,132.67	16,862,362.67
2/2/2010	308,989.00	159,858.73	149,130.27	16,713,232.40
5/2/2010	308,989.00	158,444.94	150,544.06	16,562,688.34
8/2/2010	<u>308,989.00</u>	<u>157,017.75</u>	<u>151,971.25</u>	16,410,717.09
Sub Total:	1,235,956.00	1,420,443.09	-184,487.09	
11/2/2010	314,165.59	155,577.04	158,588.55	16,252,128.54
2/2/2011	314,165.59	154,073.58	160,092.01	16,092,036.53
5/2/2011	314,165.59	152,555.88	161,609.71	15,930,426.82
8/2/2011	<u>314,165.59</u>	<u>151,023.78</u>	<u>163,141.81</u>	15,767,285.01
Sub Total:	1,256,662.36	613,230.28	643,432.08	
11/2/2011	325,796.32	149,477.16	176,319.16	15,590,965.85
2/2/2012	325,796.32	147,805.62	177,990.70	15,412,975.15
5/2/2012	325,796.32	146,118.23	179,678.09	15,233,297.06
8/2/2012	<u>325,796.32</u>	<u>144,414.85</u>	<u>181,381.47</u>	15,051,915.59
Sub Total:	1,303,185.28	587,815.86	715,369.42	
11/2/2012	335,570.08	142,695.31	192,874.77	14,859,040.82
2/2/2013	335,570.08	140,866.82	194,703.26	14,664,337.56
5/2/2013	335,570.08	139,020.99	196,549.09	14,467,788.47
8/2/2013	<u>335,570.08</u>	<u>137,157.67</u>	<u>198,412.41</u>	14,269,376.06
Sub Total:	1,342,280.32	559,740.79	782,539.53	
11/2/2013	345,637.58	135,276.67	210,360.91	14,059,015.15
2/2/2014	345,637.58	133,282.41	212,355.17	13,846,659.98
5/2/2014	345,637.58	131,269.24	214,368.34	13,632,291.64
8/2/2014	<u>345,637.58</u>	<u>129,236.98</u>	<u>216,400.60</u>	13,415,891.04
Sub Total:	1,382,550.32	529,065.30	853,485.02	
11/2/2014	356,005.85	127,185.46	228,820.39	13,187,070.65
2/2/2015	356,005.85	125,016.19	230,989.66	12,956,080.99
5/2/2015	356,005.85	122,826.36	233,179.49	12,722,901.50
8/2/2015	<u>356,005.85</u>	<u>120,615.77</u>	<u>235,390.08</u>	12,487,511.42
Sub Total:	1,424,023.40	495,643.78	928,379.62	
11/2/2015	366,685.96	118,384.22	248,301.74	12,239,209.68
2/2/2016	366,685.96	116,030.27	250,655.69	11,988,553.99

5/2/2016	366,685.96	113,654.00	253,031.96	11,735,522.03
8/2/2016	<u>366,685.96</u>	<u>111,255.21</u>	<u>255,430.75</u>	11,480,091.28
Sub Total:	1,466,743.84	459,323.70	1,007,420.14	
11/2/2016	377,686.98	108,833.67	268,853.31	11,211,237.97
2/2/2017	377,686.98	106,284.88	271,402.10	10,939,835.87
5/2/2017	377,686.98	103,711.94	273,975.04	10,665,860.83
8/2/2017	<u>377,686.98</u>	<u>101,114.59</u>	<u>276,572.39</u>	10,389,288.44
Sub Total:	1,510,747.92	419,945.08	1,090,802.84	
11/2/2017	389,017.94	98,492.63	290,525.31	10,098,763.13
2/2/2018	389,017.94	95,738.39	293,279.55	9,805,483.58
5/2/2018	389,017.94	92,958.04	296,059.90	9,509,423.68
8/2/2018	<u>389,017.94</u>	<u>90,151.33</u>	<u>298,866.61</u>	9,210,557.07
Sub Total:	1,556,071.76	377,340.39	1,178,731.37	
11/2/2018	400,687.90	87,318.01	313,369.89	8,897,187.18
2/2/2019	400,687.90	84,347.20	316,340.70	8,580,846.48
5/2/2019	400,687.90	81,348.22	319,339.68	8,261,506.80
8/2/2019	<u>400,687.90</u>	<u>78,320.81</u>	<u>322,367.09</u>	7,939,139.71
Sub Total:	1,602,751.60	331,334.24	1,271,417.36	
11/2/2019	412,708.94	75,264.71	337,444.23	7,601,695.48
2/2/2020	412,708.94	72,065.67	340,643.27	7,261,052.21
5/2/2020	412,708.94	68,836.30	343,872.64	6,917,179.57
8/2/2020	<u>412,708.94</u>	<u>65,576.31</u>	<u>347,132.63</u>	6,570,046.94
Sub Total:	1,650,835.76	281,742.99	1,369,092.77	
11/2/2020	425,090.11	62,285.42	362,804.69	6,207,242.25
2/2/2021	425,090.11	58,845.96	366,244.15	5,840,998.10
5/2/2021	425,090.11	55,373.89	369,716.22	5,471,281.88
8/2/2021	<u>425,090.11</u>	<u>51,868.90</u>	<u>373,221.21</u>	5,098,060.67
Sub Total:	1,700,360.44	228,374.17	1,471,986.27	
11/2/2021	439,854.36	48,330.68	391,523.68	4,706,536.99
2/2/2022	439,854.36	44,618.96	395,235.40	4,311,301.59
5/2/2022	439,854.36	40,872.04	398,982.32	3,912,319.27
8/2/2022	<u>439,854.36</u>	<u>37,089.61</u>	<u>402,764.75</u>	3,509,554.52
Sub Total:	1,759,417.44	170,911.29	1,588,506.15	
11/2/2022	450,978.10	33,271.31	417,706.79	3,091,847.73
2/2/2023	450,978.10	29,311.36	421,666.74	2,670,180.99
5/2/2023	450,978.10	25,313.88	425,664.22	2,244,516.77
8/2/2023	<u>450,978.10</u>	<u>21,278.49</u>	<u>429,699.61</u>	1,814,817.16
Sub Total:	1,803,912.40	109,175.04	1,694,737.36	

11/2/2023	464,508.05	17,204.85	447,303.20	1,367,513.96
2/2/2024	464,508.05	12,964.32	451,543.73	915,970.23
5/2/2024	464,508.05	8,683.59	455,824.46	460,145.77
8/2/2024	<u>464,508.05</u>	<u>4,362.28</u>	<u>460,145.77</u>	0.00
Sub Total:	1,858,032.20	43,215.04	1,814,817.16	

Grand
Totals: 22,853,531.04 6,627,301.04 16,226,230.00

*The Purchase Option Commencement Date shall be November 2, 2009. The Purchase Price payable (i) on any Rental Payment date is the amount equal to the aggregate principal portion of the remaining Rental Payments after payment of the Rental Payment payable on such Rental Payment Date, and (ii) on any date other than a Rental Payment date is the amount equal to the aggregate principal portion of the remaining Rental Payments plus an amount equal to the interest portion of such Rental Payments accrued thereon to such date. Prepayment may occur at any time after the Purchase Option Commencement Date at the purchase price without a premium.

For purposes of this Lease, "Taxable Rate," with respect to the interest component of Rental Payments, means an annual rate of interest equal to 6.209%.

Lessee:

CITY OF HOLLYWOOD, FLORIDA

By: 
 Peter Bober, Mayor

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

BY: 
 CITY ATTORNEY

After payment of the applicable Purchase Price, Lessee will own the related Equipment, free and clear of any obligations under the related Lease.