

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.
TAX-EXEMPT LEASE/PURCHASE AGREEMENT (LEASE NO. 10081)

This **TAX-EXEMPT LEASE/PURCHASE AGREEMENT** (the “Agreement”), dated as of January 24, 2017, is made and entered into by and between **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**, a Virginia corporation, as lessor (“Lessor”), and **CITY OF MARGATE**, a political subdivision of the State or Commonwealth of FL, as lessee (“Lessee”).

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Lease; Possession and Use. Lessor leases the property (the “Equipment”) described in the Equipment Schedule attached hereto as Exhibit A (the “Equipment Schedule”) to Lessee, and Lessee leases the Equipment from Lessor, upon the terms and conditions set forth herein and in the Equipment Schedule. The Equipment Schedule (including all exhibits and attachments thereto) is incorporated herein by reference. Lessee shall have quiet use and enjoyment of the Equipment during the Lease Term, except as expressly set forth in this Agreement.

Term. The “Lease Term” shall consist of an “Original Term” commencing on the date (such date, the “Commencement Date”) the proceeds of this Agreement are deposited in escrow with SunTrust Bank (the “Escrow Agent”) pursuant to an Escrow Agreement attached to the Equipment Schedule as Exhibit 4 (the “Escrow Agreement”) and ending at the end of the budget year of Lessee in effect on such date, and one or more “Renewal Terms,” each having a duration of one year, coextensive with Lessee’s budget year. The Lease Term shall commence on the Commencement Date and shall terminate upon payment of the final Rental Payment and the exercise of the purchase option described herein, unless sooner terminated pursuant to this Agreement. Lessee hereby authorizes and instructs Lessor to insert the Commencement Date as appropriate in any blanks in this Agreement and the schedules and exhibits hereto.

Rental Payments. Lessee agrees to pay the rental payments due as specified in the Payment Schedule in Exhibit 1 to the Equipment Schedule (collectively, the “Rental Payments”). A portion of each Rental Payment is paid as interest as specified in the Payment Schedule, and the first Rental Payment shall include interest accruing from the date set forth in the Equipment Schedule. Lessee shall pay the Rental Payments with lawful money of the United States of America from moneys legally available therefor. To the extent permitted by applicable law, Lessor shall have the right to require a late payment charge for each Rental Payment or any other amount due hereunder which is not paid within 10 days of the date when due equal to the lesser of 5% of such late payment or the legal maximum.

Inclusion in Budget. The person or entity in charge of preparing Lessee’s budget will include in the budget request for each budget year the Rental Payments to become due during such budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such budget year sufficient to pay all Rental Payments coming due therein. Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will be lawfully appropriated. Lessor acknowledges that appropriation for Rental Payments is a governmental function which Lessee cannot contractually commit itself in advance to perform, and that this Agreement does not constitute such a commitment. No remedy is provided, and Lessee shall not be liable for any damages, for failure to comply with this paragraph.

Nonappropriation. If sufficient funds are not appropriated to make Rental Payments required under this Agreement for the Original Term or any Renewal Term, this Agreement shall terminate at the end of the then-current Original Term or Renewal Term, and Lessee shall not be obligated to make Rental Payments under this Agreement beyond the then-current Original Term or Renewal Term, and all of Lessee’s right, title and interest in and to the Equipment shall terminate as of the end of the then-current Original Term or Renewal Term. If such a nonappropriation (an “Event of Nonappropriation”) occurs, Lessee shall, no later than the end of the then-current Original Term or Renewal Term, return the Equipment to a location in the continental United States specified by Lessor, freight and insurance prepaid by Lessee, and in the condition required to be maintained by this Agreement. Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the termination of Lessee’s interest in the Equipment and passage of title to the Equipment to Lessor. Lessee shall notify Lessor in writing within seven (7) days after the occurrence of an Event of Nonappropriation, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee. If Lessee has failed to return the Equipment as required by this paragraph, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments that would thereafter have come due if this Agreement had not been terminated and which are attributable to the number of days after

which Lessee fails to return the Equipment and for any other loss suffered by Lessor as a result of Lessee’s failure to deliver the Equipment. In addition, Lessor may, by written instructions to the Escrow Agent, instruct the Escrow Agent to release all such proceeds and any earnings thereon to Lessor.

Current Expense. The obligations of Lessee, including its obligation to pay Rental Payments due in any budget year, shall constitute a current expense of Lessee for such budget year, and shall not constitute indebtedness of Lessee within the meaning of the Constitution and laws of the State or Commonwealth of FL (the “State”). This Agreement does not constitute a pledge of the full faith or taxing power of Lessee. Upon appropriation of Rental Payments for a budget year, the Rental Payments for such budget year shall be a binding obligation of Lessee, provided that such obligation shall not include a pledge of the taxing power of Lessee.

Unconditional Rental Payments. Subject in all cases to Lessee’s right to non-appropriate Rental Payments, Lessee’s obligation to make Rental Payments and any other payments hereunder shall be absolute and unconditional in all events, without set-off, counterclaim, deduction, defense or abatement for any reason, including through accident, unforeseen circumstances, failure of the Equipment to perform as desired, damage or destruction to the Equipment, loss of possession of the Equipment, obsolescence of the Equipment or condemnation of the Equipment. This paragraph shall not limit Lessee’s rights against any manufacturer or vendor of the Equipment.

Option to Purchase. Lessee shall have the option to purchase Lessor’s entire interest in the Equipment on the last day of the Lease Term, if this Agreement is still in effect on such day, upon payment in full of the Rental Payments and any other amounts due hereunder plus payment of one dollar (\$1) to Lessor. Lessee shall also have the option to prepay its obligations under this Agreement, in whole but not in part, to the extent and on the terms set forth in the Equipment Schedule. Lessee shall give written notice to Lessor of its intention to exercise its option to prepay not less than thirty (30) days prior to the Payment Date on which the option will be exercised and shall pay to Lessor not later than such Payment Date an amount equal to all Rental Payments and any other amounts then due or past due under this Agreement (including the Rental Payment due on the Payment Date on which the option shall be effective) plus the applicable Prepayment Price set forth in the Payment Schedule. Lessee’s obligations under this Agreement shall be prepaid in part from the excess proceeds of this Agreement on the terms set forth in the Escrow Agreement.

Representations and Warranties of Lessee. Lessee represents and warrants to Lessor as follows: (a) Lessee is a state or political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the “Code”), duly organized and existing under the Constitution and laws of the State, and has requisite power and authority under the Constitution and laws of the State to enter into this Agreement and the transactions contemplated hereby, and to perform all of its obligations under this Agreement; (b) the execution and delivery of this Agreement have been duly authorized by all necessary action of Lessee’s governing body and such action is in compliance with all public bidding and other State and federal laws applicable to this Agreement and the acquisition and financing of the Equipment by Lessee; (c) this Agreement has been duly executed and delivered by and constitutes the valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms; (d) Lessee’s governing body has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments during the Original Term; (e) Lessee’s exact legal name is as set forth on the first page of this Agreement; (f) the execution, delivery and performance of this Agreement by Lessee does not (i) violate any State or federal law or local law or ordinance, or any order, writ, injunction, decree, or regulation of any court or other governmental agency or body applicable to Lessee, or (ii) conflict with or result in the breach or violation of any term or provision of, or constitute a default under, any note, bond, mortgage, indenture, agreement, deed of trust, lease or other obligation to which Lessee is bound; (g) there is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of Lessee’s knowledge, threatened against or affecting Lessee, challenging

Lessee's authority to enter into this Agreement or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Agreement; (g) except as otherwise disclosed in writing by Lessee to Lessor, no lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time during the past ten (10) years has been terminated by Lessee as a result of insufficient funds being appropriated in any budget year, and no event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years; and (h) Lessee has an immediate need for, and expects to make immediate use of, the Equipment, which need is not temporary or expected to diminish during the Lease Term.

Tax Covenants. The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Code. Lessee will comply with all applicable provisions of the Code, including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Rental Payments under this Agreement and will not use or permit the use of the Equipment in such a manner as to cause this Agreement to be a "private activity bond" under Section 141(a) of the Code. Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purposes for which this Agreement has been entered into, and no part of the proceeds of this Lease shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly in a manner which, if such use had been reasonably anticipated on the Commencement Date, would have caused this Agreement to become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the Commencement Date.

Tax Representations. Lessee represents and warrants to Lessor that: (a) the estimated total costs, including taxes, freight, installation, cost of issuance, of the Equipment will not be less than the total principal amount of the Rental Payments; (b) the Equipment has been ordered or is expected to be ordered within six months after the Commencement Date and the Equipment is expected to be delivered and installed, and the vendor fully paid, within eighteen months from the Commencement Date; (c) Lessee will pursue the acquisition of the Equipment and the expenditure of the net proceeds of this Agreement with due diligence; (d) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (1) that is reasonably expected to be used to pay the Rental Payments, or (2) that may be used solely to prevent a default in the payment of the Rental Payments; (e) the Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments; (f) there are no other obligations of Lessee which (1) are being sold within 15 days of the Commencement Date, or (2) are being sold pursuant to the same plan of financing as this Agreement, and (3) are expected to be paid from substantially the same source of funds; and (g) the officer or official who has executed this Agreement on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the proceeds of this Agreement. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth in this paragraph are accurate and the expectations of Lessee set forth in this paragraph are reasonable. The representations, warranties and covenants set forth in this paragraph are superseded by the representations, warranties and covenants set forth in any arbitrage or tax certificate executed and delivered by Lessee in connection with this Agreement.

Interest Rate Adjustment. If Lessor either (i) receives notice, in any form, from the Internal Revenue Service, or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor, that Lessor may not exclude the interest component of Rental Payments paid under this Agreement from its federal gross income, Lessee shall pay to Lessor upon demand (A) an amount which, with respect to Rental Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest due through the date of such event), will restore to Lessor its after-tax yield (assuming tax at the highest marginal corporate tax rate and taking into account the time of receipt of Rental Payments and reinvestment at the after-tax yield rate) on the transaction evidenced by this Agreement through the date of such event, and (B) as additional Rental Payments to Lessor on each succeeding Payment Date such amount as will maintain such after-tax yield to Lessor. If, during the Lease Term, the federal corporate income tax rate decreases (whether or ST-MUN-6005B – TAX-EXEMPT LEASE/PURCHASE AGREEMENT – ESCROW

not Lessor is actually taxed at the maximum marginal statutory rate) or the federal tax laws are changed to reduce or cap the benefit of the tax exemption for the interest component of Rental Payments under this Agreement (whether or not Lessor is actually subject to such reduction or cap), the annual interest rate on this Agreement shall be adjusted as follows: (x) the interest rate shall be divided by 0.65, (y) the resulting quotient shall be multiplied by the difference between 1.0 and the actual new maximum federal corporate income tax rate or the effective maximum federal corporate income tax rate after giving effect to any reduction or cap on the benefit of the tax exemption, as applicable, and (z) the resulting amount shall be the new interest rate for this Agreement. Such increase in the interest rate shall take effect on the effective date of the change in federal tax laws. For the fiscal year of Lessee in which the effective date of the change in federal tax law falls, the increased interest accruing shall be due and payable on the first due date for Rental Payments in the fiscal year of Lessee following the fiscal year in which the effective date of the change in federal tax law falls. Appropriation of said increased interest shall be subject to the appropriation of funds, and failure to appropriate such increased interest shall be an Event of Nonappropriation hereunder. Upon an increase in the interest rate under this Section, Lessor shall provide to Lessee a revised Payment Schedule for this Agreement reflecting the increased interest rate.

Liability and Property Insurance. All risk of loss to the Equipment shall be borne by Lessee. Lessee shall, at its own expense, procure and maintain continuously in effect during each Lease Term: (a) public liability insurance for death or injuries to persons, or damage to property arising out of or in any way connected to the Equipment sufficient to protect Lessor from liability in all events, with coverage in such amounts as Lessor may require, and (b) insurance against such hazards as Lessor may require, including, but not limited to, all-risk casualty and property insurance, in an amount equal to the greater of the full replacement cost of the Equipment or the applicable Prepayment Price. Lessee will also carry workers' compensation insurance covering all employees on, in near or about the Equipment, if required by applicable law. All insurance policies shall be taken out and maintained with insurance companies acceptable to Lessor and shall contain a provision that thirty (30) days prior to any change in the coverage (including cancellation) the insurer must provide written notice to the insured parties. No insurance shall be subject to any co-insurance clause. Each liability insurance policy shall be endorsed to name Lessor as an additional insured party and each casualty and property insurance policy shall be endorsed to name Lessor as loss payee, in each case regardless of any breach of warranty or other act or omission of Lessee. At Lessor's request, Lessee shall deliver to Lessor the evidence of insurance which complies with this paragraph. Lessee may self-insure against the risks described in this paragraph with the prior written consent of Lessor, which shall not be unreasonably withheld. If Lessor consents to self-insurance, Lessee shall deliver to Lessor at Lessor's request, a letter from its risk manager or insurance consultant in substantially the form attached to the Equipment Schedule. If Lessee fails to maintain the insurance required by this paragraph, Lessor may (but shall not be obligated to) take such action to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 12% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

Application. If the Equipment is stolen, lost or destroyed, in whole or in part, or is damaged by fire or other casualty, or title to, or the temporary use of, the Equipment has been taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the net proceeds of any insurance claim, condemnation award or sale under threat of condemnation (the "Net Proceeds") to be applied, at the option of Lessee, to (a) the prompt replacement, repair, restoration, modification or improvement of the Equipment in substantial conformance with the original specifications, or (b) the prepayment of this Agreement in whole. Lessee will give Lessor written notice of its election within ninety (90) days after its receipt of the Net Proceeds. The insufficiency of the Net Proceeds to pay in full the cost of any repair, restoration, modification or improvement shall not affect Lessee's obligations under this paragraph, and Lessee shall not be entitled to any reimbursement therefor from Lessor or any diminution of the Rental Payments. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement may be retained by Lessee.

Use and Maintenance of Equipment; Liens. Lessee shall, at its own expense, maintain the Equipment in good condition and working order, and shall make all necessary repairs and replacements to keep the Equipment in such condition. Lessee shall not install, use, operate or maintain the

REVISION DATE: 7/15/2016

Equipment improperly, carelessly, in violation of any manufacturer's guidelines or in violation of any applicable law or regulation. Lessee shall obtain and maintain all permits and licenses necessary for the installation and operation of the Equipment. Lessee shall keep (or in the case of Equipment constituting motor vehicles, house) the Equipment at the address specified in the Equipment Schedule; provided that Lessee may change the location at which any Equipment is kept (or housed) with thirty (30) days prior written notice to Lessor specifying the address of the new location. Lessee will not, without the prior written consent of Lessor, affix or install any accessory equipment or device on any of the Equipment if such addition will change or impair the originally intended value, function or use of the Equipment. Lessee will not affix the Equipment to real property such that the Equipment becomes fixtures. If Lessor reasonably determines that Lessee is not maintaining any of the Equipment in accordance with this paragraph, Lessor may (in addition to any other remedies it may have) require Lessee to enter into maintenance contracts for such Equipment in form approved by Lessor and with approved providers.

Taxes. Lessor and Lessee contemplated that the Equipment will be used for a governmental or proprietary purpose of Lessee, and therefore that the Equipment will be exempt from all property taxes. The Rental Payments payable by Lessee under this Agreement have been established to reflect the savings resulting from this exemption. Lessee will take all necessary actions under applicable law to obtain or maintain such exemption. Nevertheless, if the use, possession or acquisition of the Equipment is determined to be subject to taxation or later becomes subject to taxation, Lessee shall pay all taxes, assessments and other charges which are assessed or levied against the Equipment or any part thereof, during the Lease Term, whether assessed against Lessee or Lessor. With respect to any taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current budget year of the Lease Term.

Financial Information. Lessee shall deliver to Lessor upon request such financial statements and information relating to the ability of Lessee to satisfy its obligations under this Agreement as Lessor may request from time to time.

Title; Security Interest. During the Lease Term, title to the Equipment shall be in Lessee, subject to Lessor's interests under this Agreement. In order to secure Lessee's payment of all Rental Payments and the performance of all other obligations hereunder, Lessee hereby grants to Lessor a continuing security interest in and to (a) the Equipment, all repairs, replacements, substitutions, restorations, accessions, improvements and modifications thereto; (b) all books, ledgers and records and all computer programs, tapes, discs, punch cards, data processing software, transaction files, master files and related property and rights (including computer and peripheral equipment) necessary or helpful in enforcing, identifying or establishing any item of Equipment; (c) all moneys and investments in any escrow account into which proceeds of this Agreement have been deposited; and (d) all proceeds of the foregoing, including insurance proceeds. Lessee hereby authorizes Lessor to prepare and file such financing statements and other such documents to establish and maintain Lessor's valid first lien and perfected security interest. Lessee will execute and deliver such documents and will perform such acts as Lessor may request to establish and maintain Lessor's security interest. Lessee will not change its legal name in any respect without giving Lessor 30 days prior written notice.

Acceptance; Disclaimer of Warranties. Lessee covenants with Lessor that it will cause the Equipment to be delivered and installed in its entirety in accordance with the bid or purchase order specifications pursuant to which Lessee ordered the Equipment from the vendor or manufacturer, and will pay all taxes, delivery costs and installation costs, if any, in connection therewith. All of the Equipment and the vendor of the Equipment have been selected by Lessee. Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, the acceptance by any vendor or its sales representative of any order submitted, or any delay or failure by such vendor or its sales representative to manufacture, deliver or install any Equipment for use by Lessee. Proceeds of this Agreement will be disbursed in accordance with the Escrow Agreement. Lessor assigns to Lessee for the Lease Term all of vendors' warranties in connection with the Equipment. The insufficiency of proceeds under this Agreement to pay costs of the Equipment shall not affect Lessee's obligations under this paragraph. When the Equipment has been delivered, installed and accepted, Lessee shall promptly execute and deliver to Lessor (with a copy to the Escrow Agent) an acceptance certificate in the form attached to the Escrow Agreement. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION,

QUALITY, DURABILITY, SUITABILITY, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT. In no event shall Lessor be liable for any incidental or consequential damages in connection with or arising out of this Agreement or the Equipment or Lessee's use of the Equipment.

Risk of Loss. Lessee shall not be required to indemnify Lessor from liabilities associated with this Agreement; however, to the extent permitted by applicable laws of the State, as between Lessor and Lessee, Lessee assumes all risks and liabilities from any cause whatsoever, whether or not covered by insurance, and Lessee agrees to defend Lessor against, all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses that relate to or arise out of this Agreement, including but not limited to, (a) the selection, manufacture, purchase, acceptance or rejection of Equipment or the ownership of the Equipment, (b) the delivery, lease, possession, maintenance, use, condition, return or operation of the Equipment, (c) the condition of the Equipment sold or otherwise disposed of after possession by Lessee, (d) the conduct of Lessee, its officers, employees and agents, (e) any claim, loss, cost or expense involving alleged damage to the environment relating to the Equipment, including, but not limited to investigation, removal, cleanup and remedial costs, and (f) any strict liability under the laws or judicial decisions of any state or the United States. This provision shall survive the termination of this Agreement.

Assignment by Lessor. Lessor may assign, sell or encumber all or any part of this Agreement, the Rental Payments and any other rights hereunder, including with respect to the Equipment, without Lessee's consent. Such assignees may include trust agents for the benefit of holders of certificates of participation. No such assignment shall be effective as against Lessee unless and until written notice of the assignment is provided to Lessee. When presented with a notice of assignment, Lessee will acknowledge in writing receipt of such notice for the benefit of Lessor and any assignee. Lessee shall keep a complete and accurate record of all such assignments.

Assignment and Subleasing by Lessee. Neither this Agreement nor any interest herein or in the Equipment may be assigned, subleased, sold, transferred, pledged or mortgaged by Lessee.

Events of Default Defined. The occurrence of any of the following events shall constitute an Event of Default: (a) Lessee's failure to pay any Rental Payment or other amount required to be paid to Lessor under this Agreement within ten (10) days following the due date thereof; (b) Lessee's failure to maintain insurance required by this Agreement; (c) Lessee's failure to perform or abide by any other condition, agreement or covenant set forth in this Agreement for a period of thirty (30) days after written notice by Lessor to Lessee specifying such failure and requesting that it be remedied; (d) Lessor's determination that any representation, warranty or statement made by Lessee in or pursuant to this Agreement was untrue in any material respect on the date made; (e) the filing of a petition in bankruptcy or receivership or similar proceeding by or against Lessee, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental functions or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of any adjustment of indebtedness of Lessee, or the dissolution or liquidation of Lessee. An Event of Nonappropriation shall not constitute an Event of Default.

Remedies on Default. Upon the occurrence of any Event of Default, Lessor shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies: (a) Lessor may terminate this Agreement and all of Lessee's rights hereunder as to any or all items of Equipment; (b) Lessor may declare all Rental Payments payable under this Agreement to the end of the then-current budget year of Lessee to be immediately due and payable by Lessee; (c) Lessor may repossess any or all of the Equipment by giving Lessee written notice to deliver such Equipment; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where such Equipment is kept and take possession of such Equipment and charge Lessee for costs incurred, including reasonable attorneys' fees; (d) Lessor may proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof; (e) by written notice to the Escrow Agent, Lessor may instruct the escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under this Agreement; and (f) Lessor may exercise any other remedy available, at law or in equity, with

respect to such Event of Default. Any Equipment returned under clause (c) above shall be to a location in the continental United States specified by Lessor, freight and insurance prepaid by Lessee, and in the condition required to be maintained by this Agreement. If Lessor takes possession of the Equipment, Lessor may thereafter dispose of the Equipment in accordance with the requirements of Article 9 of the Uniform Commercial Code; provided that any proceeds of such disposition in excess of the sum of (i) the unpaid principal component of Rental Payments (including Rental Payments due in future budget years), (ii) Lessor's costs and expenses associated with the disposition of the Equipment and the Event of Default (including attorneys fees), and (iii) any other amounts then due under this Agreement, shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto. No deficiency shall be allowed against Lessee, except with respect to any unpaid Rental Payments to the end of the then-current budget year of Lessee and unpaid costs and expenses incurred by Lessor in connection with the repossession and disposition of the Equipment. Each of the rights and remedies of Lessor under this Agreement is cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of this Agreement, or to exercise any right, power or remedy consequent upon a breach hereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times.

Costs and Attorney Fees. Upon the occurrence of an Event of Default, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts payable hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon.

Notices. All written notices to be given under this Agreement shall be given (a) personally, (b) by mail in registered or certified form, with postage prepaid, or (c) by overnight courier, charges prepaid, in each case to the party entitled thereto at its address specified beneath each party's signature, or at such address as the party may provide to the other parties hereto in writing from time to time, and to any assignee at its address as it appears on the registration books maintained by Lessee. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail, 24 hours after deposit with a courier, or, if given by other means, when delivered.

Construction. This Agreement is binding upon and inures to the benefit of Lessor and Lessee and their respective successors and permitted assigns. In

the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. This Agreement may be amended or modified only by written documents duly authorized, executed and delivered by Lessor and Lessee. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of this Agreement. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. This Agreement shall be governed by and construed in accordance with the laws of the State.

Usury. It is the intention of the parties hereto to comply with any applicable usury laws; accordingly, it is agreed that, notwithstanding any provisions to the contrary herein, in no event shall this Agreement require the payment or permit the collection of interest or any amount in the nature of interest or fees in excess of the maximum amount permitted by applicable law. Any such excess interest or fees shall first be applied to reduce principal, and when no principal remains, refunded to Lessee. In determining whether the interest paid or payable exceeds the highest lawful rate, the total amount of interest shall be spread through the Lease Term so that the interest is uniform through such term.

Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSOR AND LESSEE HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT.

USA Patriot Act Compliance Notification. Lessor hereby notifies Lessee that pursuant to the requirements of the USA PATRIOT Act (the "Act"), it is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Act. Lessee shall, promptly upon Lessor's request, provide all documentation and other information that Lessor requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the Act.

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Agreement to be executed in its name by its duly authorized officer.

**SUNTRUST EQUIPMENT FINANCE &
LEASING CORP.,**

Lessor

By: _____
Name: _____
Title: _____

Address:
P.O. Box 4418
Atlanta, GA 30302

CITY OF MARGATE,

Lessee

Approved by the City Commission of the City of Margate the ___ day of _____, 2017.

Tommy Ruzzano, Mayor

___ day of _____, 2017

Douglas E. Smith, City Manager

___ day of _____, 2017

ATTEST:

APPROVED AS TO FORM:

Joseph J. Kavanagh, City Clerk

___ day of _____, 2017

Douglas R. Gonzales, City Attorney

___ day of _____, 2017

Address:
5790 Margate Blvd.
Margate, FL 33063

Telephone: 954-935-5353
Facsimile: 954-935-5258
E-mail address: mbeazley@margatefl.com

EXHIBIT A

EQUIPMENT SCHEDULE TO TAX-EXEMPT LEASE/PURCHASE AGREEMENT

The following described equipment (the "Equipment") is the subject of the Tax-Exempt Lease/Purchase Agreement dated as of January 24, 2017 (the "Agreement") between the undersigned Lessor and Lessee.

1. Equipment. The cost of the Equipment to be funded by Lessor under this Agreement is \$969,241.22. The Equipment consists of the following equipment which has been or shall be purchased for the prices set forth below:

Description	Invoice Cost
One (1) Fire Ladder Truck w/options and accessories	\$889,751.00
Two (2) Emergency Ford Expedition Response Staff Vehicle w/accessories	\$79,490.22
Total Invoice Cost:	\$969,241.22

2. Location of Equipment. The Equipment is essential to the governmental functions of Lessee. The Equipment is located (or, in the case of Equipment constituting vehicles, housed) at the following address(es): Station 98-NW 24 Street, Margate, FL 33063 & Fire Administration -1811 Banks Road, Margate, FL 33063.

3. Commencement Date. The Commencement Date of this Agreement is January 24, 2017.

4. Interest Accrual Date. The amounts of the interest component of Rental Payments payable under this Agreement have been calculated based on the assumption that the proceeds of this Agreement were disbursed on the Commencement Date, and such payments of interest component will be payable as set forth in the Payment Schedule regardless of when the proceeds of this Agreement were actually disbursed.

5. Payment Schedule. The Payment Schedule is attached to this Equipment Schedule as Exhibit 1.

6. Lessee's Certificate. The Lessee's General and Tax Certificate is attached to this Equipment Schedule as Exhibit 2.

7. Opinion. The opinion of Lessee's counsel is attached to this Equipment Schedule as Exhibit 3.

8. Proceeds. Lessor shall disburse the proceeds of this Equipment Schedule in accordance with the Escrow Agreement attached hereto as Exhibit 4.

9. Insurance. Check Item A and/or Item B.

A. Lessee's insurance letter is attached to this Equipment Schedule as Exhibit 5. _____

B. A letter from Lessee's risk manager or insurance consultant is attached as Exhibit 5. _____

10. Form 8038-G or -GC. The Form 8038-G or Form 8038-GC with respect to the Agreement is attached to this Equipment Schedule as Exhibit 6.

IN WITNESS WHEREOF, Lessor has caused this Equipment Schedule to be executed in its corporate name by its duly authorized officer, and Lessee has caused this Equipment Schedule to be executed in its name by its duly authorized officer.

CITY OF MARGATE,
Lessee

**SUNTRUST EQUIPMENT FINANCE & LEASING
CORP.,**
Lessor

By: _____
Name: Douglas E. Smith
Title: City Manager

By: _____
Name: _____
Title: _____

Address:
5790 Margate Blvd.
Margate, FL 33063

Address:
P.O. Box 4418
Atlanta, GA 30302

Telephone: 954-935-5353
Facsimile: 954-935-5258
E-mail address: mbeazley@margatefl.com

**Exhibit 1 to Equipment Schedule
Tax-Exempt Lease/Purchase Agreement**

PAYMENT SCHEDULE

The annual interest rate applicable to the Agreement shall be two and 29/100ths percent (2.29%). Lessee will make Rental Payments each consisting of principal and interest as set forth below for a Lease Term of fifty-seven (57) months. Rental Payments are due annually as set forth below.

Payment Number	Payment Date	Rent Payment	Interest Component	Principal	Prepayment Price*
	1/24/2017	- -	N/A		
1	10/1/2017	\$205,909.40	\$15,228.66	\$190,680.74	\$801,917.30
2	10/1/2018	\$205,909.40	\$17,829.04	\$188,080.36	\$602,289.72
3	10/1/2019	\$205,909.40	\$13,521.99	\$192,387.41	\$402,073.64
4	10/1/2020	\$205,909.40	\$9,116.32	\$196,793.08	\$201,299.64
5	10/1/2021	\$205,909.40	\$4,609.76	\$201,299.64	- -
Total		\$1,029,547.00	\$60,305.78	\$969,241.22	

*After payment of the Rental Payment due on such date.

CITY OF MARGATE,
Lessee

By: _____
Name: Douglas E. Smith
Title: City Manager

LESSEE'S GENERAL AND TAX CERTIFICATE

The undersigned, being the duly elected, qualified and acting City Clerk of Lessee, does hereby certify, as of the Commencement Date, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held _____, _____, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the Tax-Exempt Lease/Purchase Agreement (the "Agreement"), by the City Clerk of Lessee (the "Authorized Representative").
2. The name and title of the Authorized Representative is set forth below, and the signature set forth below is the true and authentic signature of the Authorized Representative.

NAME

TITLE

SIGNATURE

Douglas E. Smith

City Manager

3. The meeting(s) of the governing body of the Lessee at which the Agreement was 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 Agreement 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 the Agreement 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 all applicable open meeting laws; 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 exists at the date hereof.

5. The acquisition of all of the Equipment has been duly authorized by the governing body of Lessee.

6. INTENTIONALLY OMITTED

7. If Lessee has initialed this paragraph below, Lessee certifies that it has designated the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code; and 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 falls, in an amount not exceeding \$10,000,000.

_____ LESSEE TO INITIAL HERE ONLY IF BANK QUALIFICATION IS APPLICABLE.

Capitalized terms used without definition in this Certificate have the meanings given in the Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of the Commencement Date.

By: _____

Name: Joseph Kavanagh

Title: City Clerk

OPINION OF LESSEE'S COUNSEL

January 24, 2017

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.
3333 Peachtree Street, 4th Floor
Atlanta, GA 30326

Re: Tax-Exempt Lease/Purchase Agreement (the "Agreement") by and between SUNTRUST EQUIPMENT FINANCE & LEASING CORP. ("Lessor") and CITY OF MARGATE ("Lessee")

Ladies and Gentlemen:

We have acted as counsel to Lessee with respect to the Agreement and related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreement. The terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Agreement. Based upon the examination of the Agreement and such other documents as we have deemed relevant, it is our opinion that, as of the Commencement Date:

1. Lessee is the State or Commonwealth of FL (the "State") or a political subdivision of the State, in each case within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has the power under applicable law to enter into the Agreement, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreement has been duly authorized, executed and delivered by and on behalf of Lessee, and is the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.
4. The authorization and execution of the Agreement and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State. Lessee has obtained all consents and approvals of other governmental agencies or authorities which may be required for the execution, delivery and performance by Lessee of the Agreement.
5. The execution of the Agreement and the obligation to pay the Rental Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
6. To our knowledge, there is no litigation, action, suit or proceeding pending or threatened before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee, the authority of Lessee or its officers or its employees to enter into the Agreement, the proper authorization and/or execution of the Agreement or the documents contemplated thereby, the obligation of Lessee to make Rental Payments under the Agreement, or the ability of Lessee otherwise to perform its obligations under the Financing Documents and the transactions contemplated thereby.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Agreement, but only with regard to matters specifically set forth herein.

Very truly yours,
[Lessee Counsel Firm Name]

By: _____
Name: _____
Title: _____

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

ESCROW AGREEMENT

This **ESCROW AGREEMENT**, made and entered into as of the date set forth on Schedule 1 attached hereto, by and among **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**, a Virginia corporation ("Lessor"), **CITY OF MARGATE**, which is a political subdivision or public body politic and corporate of the State or Commonwealth of FL ("Lessee"), and **SUNTRUST BANK**, a Georgia banking corporation, as Escrow Agent ("Escrow Agent").

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS AND RECITALS

Section 1.1 Definitions. The terms defined in this Section 1.1 shall, for all purposes of this Escrow Agreement, have the meanings specified below.

"Acceptance Certificate" means the document in substantially the form attached hereto as Exhibit A to be executed by Lessee to evidence its acceptance of the Equipment.

"Acquisition Costs" means, with respect to the Equipment, the contract price paid or to be paid to the person entitled to such payment upon acquisition or delivery of any portion of the Equipment in accordance with the purchase order or contract therefore. Acquisition Costs may include the administrative, engineering, legal, financial and other costs incurred by Lessee in connection with the acquisition, delivery and financing of the Equipment, if approved by Lessor.

"Ending Date" means July 24, 2018.

"Equipment" means the personal property described in the Lease to be acquired from the moneys held in the Equipment Acquisition Fund.

"Equipment Acquisition Fund" means the account by that name established and held by Escrow Agent pursuant to Article II of this Escrow Agreement.

"Escrow Agent Fee" has the meaning set forth in Section 6.1 and the amount of such Escrow Agent Fee is shown on Schedule I.

"Escrow Agreement" means this Escrow Agreement and any duly authorized and executed amendment or supplement hereto.

"Initial Deposit Amount" means the amount of \$969,241.22.

"Lease" means the Tax-Exempt Lease/Purchase Agreement, dated as of the date set forth in Schedule 1 attached hereto, and any duly authorized and executed amendment or supplement thereto.

"Payment Request Form" means the document substantially in the form attached hereto as Exhibit B to be executed by Lessee and Lessor and submitted to Escrow Agent to authorize payment of Acquisition Costs.

"Qualified Investments" means the ST Leasing – Corp Agency NOW Account, a SunTrust Deposit Account for escrow customers of SUNTRUST EQUIPMENT FINANCE & LEASING CORP. and SunTrust Bank. By signing this Escrow Agreement, Lessee acknowledges that such Qualified Investment is a permitted investment under any state, county or municipal law applicable to the investment of Lessee's funds.

ARTICLE II. APPOINTMENT OF ESCROW AGENT; AUTHORITY

Section 2.1 Appointment of Escrow Agent. Lessor and Lessee hereby appoint Escrow Agent to receive, hold, invest and disburse the moneys to be paid to Escrow Agent pursuant to this Escrow Agreement and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent hereunder. Escrow Agent undertakes to perform only such duties as are expressly set forth herein, which duties shall be deemed purely ministerial in nature, and no additional duties or obligations shall be implied hereunder. Escrow Agent shall in no event be deemed to be a fiduciary to Lessor or Lessee or to any other person or entity under this Escrow Agreement. The permissive rights of Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as duties. In performing its duties under this Escrow Agreement, or upon the claimed failure to perform any of its duties hereunder, Escrow Agent shall not be liable to anyone for any damages, losses or expenses which may be incurred as a result of Escrow Agent so acting or failing to so act; *provided, however*, Escrow Agent shall not be relieved from liability for damages, losses or expenses which have been finally adjudicated by a

court of competent jurisdiction to have directly resulted from Escrow Agent's gross negligence or willful misconduct under this Escrow Agreement. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages of any kind whatsoever (including, but not limited to, lost profits), even if Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. Escrow Agent shall have no liability with respect to the transfer or distribution of any funds effected by Escrow Agent pursuant to wiring or transfer instructions provided to Escrow Agent in accordance with the provisions of this Escrow Agreement. No provision of this Escrow Agreement shall require Escrow Agent to risk or advance its own funds or otherwise incur any financial liability or potential financial liability in the performance of its duties or the exercise of its rights under this Escrow Agreement. Escrow Agent shall in no event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel, which may be counsel to any party hereto, given with respect to any question relating to the duties and responsibilities of Escrow Agent hereunder or (ii) any action taken or omitted to be taken in reliance upon any instrument delivered to Escrow Agent and believed by it to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent shall not be bound in any way by any agreement or contract between Lessor and Lessee, including the Lease, whether or not Escrow Agent has knowledge of any such agreement or contract.

Section 2.2 Authority. 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 representatives whose signatures are affixed hereto.

ARTICLE III. EQUIPMENT ACQUISITION FUND

Section 3.1 Equipment Acquisition Fund. Escrow Agent shall establish a special escrow account designated as the "City of Margate Equipment Acquisition Fund" (the "Equipment Acquisition Fund"), shall keep such Equipment Acquisition Fund separate and apart from all other funds and moneys held by it and shall administer such Equipment Acquisition Fund as provided in this Escrow Agreement.

Section 3.2 Deposit. Upon execution of the Lease and delivery to Lessor by Lessee of all documents required to be delivered thereunder, Lessor shall deposit or cause to be deposited with Escrow Agent an amount equal to the Initial Deposit Amount. Escrow Agent shall credit such amount to the Equipment Acquisition Fund. The Initial Deposit Amount is to be sent by Lessor to Escrow Agent by wire transfer to: **SunTrust Bank, ABA# 061000104, Account# 9443001321, Account Name: Escrow Services Richmond, Beneficiary: City of Margate, Attention: Byron Roldan.**

Section 3.3 Disbursements. Escrow Agent shall use the moneys in the Equipment Acquisition Fund from time to time to pay the Acquisition Cost of each item of Equipment, within a reasonable time of receipt with respect thereto of a Payment Request Form executed by Lessor and Lessee. Upon receipt of a Payment Request Form executed by Lessor and Lessee, an amount equal to the Acquisition Cost as shown therein shall be paid directly by Escrow Agent to the person or entity entitled to payment as specified therein. Although the Payment Request Form may have schedules, invoices and other supporting documents attached to it, Lessor will send to Escrow Agent only the page or pages showing the signatures of Lessor and Lessee, the Acquisition Cost and related payment information, without such schedules, invoices or other supporting documentation. Escrow Agent may act and rely upon the signed Payment Request Form without the need to review or verify any such schedules, invoices or other supporting documentation.

Section 3.4 Transfers Upon Completion. Unless all of the funds deposited by Lessor in the Equipment Acquisition Fund have been previously disbursed pursuant to Section 3.3 or paid to Lessor pursuant to Section 3.5 or deducted and paid to Escrow Agent pursuant to Section 6.1 or 6.2, on the Ending Date or upon an earlier delivery of an Acceptance Certificate, Escrow Agent shall pay upon written direction from Lessor all remaining moneys in the Equipment Acquisition Fund to Lessor or its assignee for application as a prepayment of the unpaid Rental Payments under the Lease; provided, however, that prior to paying such amounts to Lessor, Escrow Agent shall first deduct from interest earnings held in the Equipment Acquisition Fund all amounts owed to Escrow Agent hereunder as provided in Section 6.1 and 6.2. Lessor and Lessee agree that any amounts received by Lessor pursuant to this Section 3.4 shall be subject to a prepayment fee equal to two percent (2%) of such amount. Lessor shall apply amounts received under this Section 3.4 first to unpaid fees (including the prepayment fee), late charges and collection costs, if any, which have accrued or been incurred under the Lease, then to overdue Rental Payments on the Lease and then proportionately to the principal component of each Rental Payment thereafter due under the Lease. Lessor shall provide Lessee with a revised Payment Schedule which shall reflect the revised principal balance and reduced Rental Payments due under the Lease. Capitalized terms used in this Section 3.4, but not defined herein, shall have the meanings given to such terms in the Lease. Escrow Agent shall have no responsibility to the appropriate application by Lessee or Lessor of any moneys distributed by Escrow Agent under this Section 3.4.

Section 3.5 Liquidation. Upon receipt of written notice from Lessor stating that an Event of Default or an Event of Nonappropriation has occurred, Escrow Agent shall, without notice to or consent by Lessee, liquidate all investments held in the Equipment Acquisition Fund and transfer the proceeds thereof and all other moneys held in the Equipment Acquisition Fund to Lessor; provided, however, that prior to transferring such amounts to Lessor, Escrow Agent shall first deduct from interest earnings held in the Equipment Acquisition Fund all amounts owed to Escrow Agent hereunder as provided in Section 6.1 and 6.2. Escrow Agent shall have no liability to Lessee or any other person or entity in connection with, and shall be fully protected in, liquidating the investments in the Equipment Acquisition Fund and transferring the proceeds thereof and all other moneys held in the Equipment Acquisition Fund to Lessor pursuant to such written notice, without notice to or consent of Lessee.

Section 3.6 Responsible Party. Lessee shall be responsible for the initiation of the disbursement process pursuant to Section 3.3 hereof. Neither Escrow Agent nor Lessor shall be responsible for any additional monies assessed to Lessee resulting from disbursements made from the Equipment Acquisition Fund.

ARTICLE IV. ESCROW; INVESTMENT

Section 4.1 Escrow; Disposition or Distribution of Funds Upon Instructions from Lessor. The moneys and investments held by Escrow Agent under this Escrow Agreement shall be held in escrow by Escrow Agent for the benefit of Lessor and Lessee in accordance with the terms and provisions of this Escrow Agreement, and such moneys, together with any income or interest earned, shall be disbursed by Escrow Agent 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 either Lessor or Lessee (other than Lessor's security interest granted hereunder). Lessee hereby grants to Lessor a security interest in the Equipment Acquisition Fund, all deposit accounts and securities accounts in which the Equipment Acquisition Fund is invested or deposited, and all proceeds thereof. Escrow Agent shall have no duty or obligation with respect to the creation, perfection or continuation of such security interest, it being understood and agreed that the duties of Escrow Agent with respect to any property held pursuant to this Escrow Agreement are limited and confined exclusively to the duties and responsibilities expressly set forth herein. Escrow Agent shall have no responsibility at any time to file any financing statement under the Uniform Commercial Code of any jurisdiction with respect to the Equipment Acquisition Fund or any part thereof. Lessor shall be entitled at any time to deliver written instructions to Escrow Agent directing the disposition or distribution of all or any part of the funds or proceeds of investments in the Equipment Acquisition Fund without notice to or the consent of Lessee, and Escrow Agent shall promptly comply with such written instructions of Lessor. Escrow Agent shall have no liability to Lessee or any other person or entity in connection with, and shall be fully protected in, disposing or distributing the funds and proceeds of investments in the Equipment Acquisition Fund pursuant to such written instructions of Lessor.

Section 4.2 Investment. Moneys held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent only in Qualified Investments. Such investments shall be registered in the name of Escrow Agent and held by Escrow Agent for the benefit of Lessor and Lessee. Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Article IV. Any income received on such investments shall be credited to the Equipment Acquisition Fund and any loss on such investments shall be charged to the Equipment Acquisition Fund. Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with this Article IV.

Section 4.3 Disposition of Investments. Escrow Agent shall, without further direction from Lessor or Lessee, sell such investments as and when required to make any payment from the Equipment Acquisition Fund.

Section 4.4 Accounting. Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Escrow Agreement which shall be available for inspection by Lessor or Lessee, or the agent of either of them, at any time during regular business hours upon prior written request. Escrow Agent shall furnish to Lessor and Lessee no less than quarterly an accounting of all investments and interest and income therefrom.

Section 4.5 Termination. This Escrow Agreement shall terminate upon disbursement by Escrow Agent of all moneys held by it hereunder. Notwithstanding the foregoing, this Escrow Agreement shall not be considered to be terminated until all fees, costs and expenses of Escrow Agent have been paid in full. Upon termination, Escrow Agent shall be discharged from all duties and responsibilities under this Escrow Agreement.

ARTICLE V. ESCROW AGENT'S AUTHORITY; INDEMNIFICATION

Section 5.1 Validity. Escrow Agent may act upon any writing or instrument or signature which it 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, and Escrow Agent shall be under no duty to make any investigation or inquiry as to any of the foregoing. 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. Escrow Agent shall be entitled to rely upon any statement, certificate, document or instrument presented to it by or on behalf of Lessee or Lessor by any of their respective authorized signors shown on their respective Certificates of Incumbency provided pursuant to Section 8.12.

Section 5.2 Use of Counsel and Agents. Escrow Agent may execute any of its powers and perform any of its duties hereunder by or through attorneys, agents, or receivers. Escrow Agent shall be entitled to advice of legal counsel concerning all matters arising under this Escrow Agreement and shall be paid or reimbursed by Lessee for the reasonable fees and expenses of such counsel, as provided in Section 6.1. Escrow Agent shall have no liability and shall be fully protected with respect to any action taken or omitted pursuant to the advice of such legal counsel. Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care.

Section 5.3 Disagreements; Interpleader. As an additional consideration for and as an inducement for Escrow Agent to act hereunder, it is understood and agreed that, in the event of any disagreement between the parties to this Escrow Agreement or among them or any other persons resulting in adverse claims and demands being made in connection with or for any money or other property involved in or affected by this Escrow Agreement, or in the event that Escrow Agent in good faith is in doubt as to what action it

should take hereunder, Escrow Agent may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists, and in any such event, Escrow Agent shall not be or become liable in any way or to any person or entity for its failure or refusal to act, and Escrow Agent shall be entitled to continue to refrain from acting until (i) the rights of all interested persons and entities shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjudged and all doubt resolved by agreement among all interested persons and entities, and Escrow Agent shall have been notified thereof in writing signed by all such persons and entities. In the event of any disagreement or doubt, as described above, Escrow Agent shall have the right, in addition to the rights described above and at the option of Escrow Agent, to tender into the registry or custody of any court having jurisdiction, all money and property comprising the Equipment Acquisition Fund or to take such other legal action as may be appropriate or necessary, in the sole discretion of the Escrow Agent. Upon such tender, the parties hereto agree that Escrow Agent shall be discharged from all further duties and responsibilities under this Escrow Agreement; *provided, however*, that the filing of any such legal proceedings shall not deprive Escrow Agent of its compensation hereunder earned prior to such filing and discharge of Escrow Agent of its duties and responsibilities hereunder; and *further provided, however*, that the tender of such money and property shall not terminate Lessor's security interest therein. The rights of Escrow Agent under this Section are cumulative of all other rights which it may have by law or otherwise.

Lessee agrees that, whether under this Section 5.3 or any other provisions of this Escrow Agreement, in the event any controversy arises under or in connection with this Escrow Agreement or the Equipment Acquisition Fund or in the event that Escrow Agent is made a party to or intervenes in any litigation pertaining to this Escrow Agreement or the Equipment Acquisition Fund, to pay to Escrow Agent reasonable additional compensation for its extraordinary services and to reimburse Escrow Agent for all costs and expenses associated with such controversy or litigation, including reasonable attorney's fees. The provisions of this Section 5.3 shall survive the termination of this Escrow Agreement and the resignation of Escrow Agent.

Section 5.4 Indemnification. Escrow Agent shall have no obligation to take any legal action in connection with this Escrow Agreement or towards its enforcement, or to appear in, prosecute or defend any action or legal proceeding which would or might involve it in any cost, expense, loss or liability unless security and indemnity, as provided in this Section 5.5, shall be furnished. To the extent permitted by applicable law, Lessee agrees to indemnify Escrow Agent and its officers, directors, employees and agents and save Escrow Agent and its officers, directors, employees and agents harmless from and against any and all Claims (as hereinafter defined) and Losses (as hereinafter defined) which may be incurred by Escrow Agent or any of such officers, directors, employees or agents as a result of Claims asserted against Escrow Agent or any of such officers, directors, employees or agents as a result of or in connection with Escrow Agent's capacity as such under this Escrow Agreement by any person or entity. For the purposes hereof, the term "Claims" shall mean all claims, lawsuits, causes of action or other legal actions and proceedings of whatever nature brought against (whether by way of direct action, counterclaim, cross action or impleader) Escrow Agent or any such officer, director, employee or agent, even if groundless, false or fraudulent, so long as the claim, lawsuit, cause of action or other legal action or proceeding is alleged or determined, directly or indirectly, to arise out of, result from, relate to or be based upon, in whole or in part: (a) the acts or omissions of Lessor or Lessee, (b) the appointment of Escrow Agent as escrow agent under this Escrow Agreement, or (c) the performance or failure of performance by Escrow Agent of its powers and duties under this Escrow Agreement; and the term "Losses" shall mean losses, costs, damages, expenses, judgments and liabilities of whatever nature (including but not limited to attorneys', accountants' and other professionals' fees, litigation and court costs and expenses and amounts paid in settlement), directly or indirectly resulting from, arising out of or relating to one or more Claims. Upon the written request of Escrow Agent or any such officer, director, employee or agent (each referred to hereinafter as an "Indemnified Party"), and to the extent permitted by law, Lessee agrees to assume the investigation and defense of any Claim, including the employment of counsel acceptable to the applicable Indemnified Party and the payment of all expenses related thereto and, notwithstanding any such assumption, the Indemnified Party shall have the right, and Lessee agrees to pay the cost and expense thereof, to employ separate counsel with respect to any such Claim and participate in the investigation and defense thereof in the event that such Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to such Indemnified Party which are different from or additional to those available to either Lessor or Lessee. Lessee hereby agrees that the indemnifications and protections afforded Escrow Agent in this Section 5.5 shall survive the termination of this Escrow Agreement and any resignation or removal of Escrow Agent. Nothing contained herein shall be deemed a waiver by Lessee of any of its immunities provided by law, including those set forth in Section 768.28, Florida Statutes.

ARTICLE VI. COMPENSATION

Section 6.1 Escrow Agent Fee. Escrow Agent shall be paid by Lessee the Escrow Agent Fee shown on Schedule I for the ordinary services to be rendered hereunder, and will be paid and/or reimbursed by Lessee upon request for all costs, expenses, disbursements and advances, such as reasonable attorney's fees and court costs, incurred or made by Escrow Agent in connection with carrying out its duties hereunder, including the costs, expenses, disbursements and advances described in Sections 5.2, 5.3 and 6.2. The Escrow Agent Fee and such other costs, expenses, disbursements and advances shall be payable from the interest earnings from the Equipment Acquisition Fund; provided, however, that in the event a shortfall occurs, said shortfall shall be the responsibility of Lessee and not the responsibility of Escrow Agent, Lessor, or their agents or assigns. Lessee and Lessor expressly authorize and direct Escrow Agent (i) to deduct (and pay to itself) the amount of the Escrow Agent Fee from the interest earnings on the Equipment Acquisition Fund on the date such fund is closed immediately prior to making the final distribution of amounts held therein and (ii) to

deduct (and pay to itself) the amount of Escrow Agent's costs, expenses, disbursements and advances from the interest earnings on the Equipment Acquisition Fund as such costs, expenses, disbursements and advances are incurred by Escrow Agent. Any such shortfall shall be paid by Lessee to Escrow Agent within 30 days following receipt by Lessee of a written statement setting forth such shortfall. The provisions of this Section shall survive the termination of this Escrow Agreement and any resignation or removal of Escrow Agent.

Section 6.2 Investment Fees. Escrow Agent shall be entitled to charge reasonable fees and commissions in connection with the investment by it of amounts held in the Equipment Acquisition Fund (the "Investment Fees"). Investment Fees are more fully delineated and defined in any prospectus referenced in or attached to the attached Schedule I. Other Investment Fees may apply for self-directed investment choices or for extraordinary investments outside the Qualified Investment defined herein. Lessor and Lessee hereby authorize and direct Escrow Agent to periodically deduct the Investment Fees from investment earnings on the Equipment Acquisition Fund.

Section 6.3 Security for Fees and Expenses. As security for all fees and expenses of Escrow Agent hereunder and any and all losses, claims, damages, liabilities and expenses incurred by Escrow Agent in connection with its acceptance of appointment hereunder or with the performance of its obligations under this Escrow Agreement and to secure the obligation of Lessee to indemnify Escrow Agent as set forth in Section 5.5, Escrow Agent is hereby granted by Lessee and Lessor a security interest in and a lien upon the Equipment Acquisition Fund, all deposit accounts and securities accounts in which the Equipment Acquisition Fund is invested or deposited, and all proceeds thereof, which security interest and lien shall be prior to all other security interests, liens or claims against the Equipment Acquisition Fund or any part thereof.

ARTICLE VII. CHANGE OF ESCROW AGENT

Section 7.1 Removal of Escrow Agent. Lessor and Lessee, by written agreement, may by written request, at any time and for any reason, remove Escrow Agent and any successor thereto, and shall thereupon appoint a successor or successors thereto, but any such successor shall have capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars (\$50,000,000), and be subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to statute or the requirements of any federal or state supervising or examining authority, then for the purposes of this Section 7.1, the combined capital and surplus of such bank or trust company may be conclusively established in its most recent report of condition so published.

Section 7.2 Resignation of Escrow Agent. Escrow Agent may resign at any time from its obligations under this Escrow Agreement by providing written notice to the parties hereto. Such resignation shall be effective on the date set forth in such written notice which shall be no earlier than 30 days after such written notice has been given, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been approved by Lessor and Lessee. In the event no successor escrow agent has been appointed on or prior to the date such resignation is to become effective, Escrow Agent shall be entitled to tender into the custody of a court of competent jurisdiction all assets then held by it hereunder and shall thereupon be relieved of all further duties and obligations under this Escrow Agreement. Escrow Agent shall have no responsibility for the appointment of a successor escrow agent hereunder.

Section 7.3 Merger or Consolidation. Any entity into which Escrow Agent may be merged or converted, or with which it may be consolidated, or any entity resulting from any merger, conversion or consolidation to which it shall be a party, or any company to which Escrow Agent may sell or transfer all or substantially all of its escrow services business (provided that such company shall be eligible under Section 7.1) shall be the successor to Escrow Agent without any execution or filing or further act.

ARTICLE VIII. ADMINISTRATIVE PROVISIONS.

Section 8.1 Notice. All written notices to be given under this Escrow Agreement shall be given by mail or by overnight courier to the party entitled thereto at its contact information specified on Schedule I, or at such contact information as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid, 24 hours after deposit with a courier, charges prepaid, or if given by other means, when delivered at the address specified in Schedule I; provided, however, that notwithstanding anything to the contrary herein provided, Escrow Agent shall not be deemed to have received any notice hereunder prior to Escrow Agent's actual receipt thereof. Any notice given by any party shall be given to both other parties.

Section 8.2 Assignment. Except as expressly herein provided to the contrary, the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Escrow Agreement and the Equipment Acquisition Fund in connection with an assignment by Lessor of its rights under the Lease; provided, however, that Lessor shall give Escrow Agent prior written notice of any such assignment, and, if requested by Escrow Agent, the parties hereto and the proposed assignee shall execute and deliver an amendment to this Escrow Agreement in form and substance satisfactory to Escrow Agent prior to any such assignment becoming effective.

Section 8.3 Binding Effect. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

Section 8.4 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.

Section 8.5 Entire Agreement; Amendments. This Escrow Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. By execution of this Escrow Agreement, Escrow Agent shall not be deemed or considered to be a party to any other document, including the Lease. This Escrow Agreement may be amended, supplemented or modified only by written documents duly authorized, executed and delivered by each of the parties hereto.

Section 8.6 Captions. The captions or headings in this Escrow Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or clauses hereof.

Section 8.7 Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be necessary or proper to carry out the intention or to facilitate the performance of the parties under this Escrow Agreement, and for better assuring and confirming the rights and benefits provided herein.

Section 8.8 Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of FL.

Section 8.9 Execution in Counterparts. This Escrow Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Escrow Agreement.

Section 8.10 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSOR, LESSEE AND ESCROW AGENT HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WITH RESPECT TO, IN CONNECTION WITH OR ARISING OUT OF THIS ESCROW AGREEMENT.

Section 8.11 No Tax Reporting. Escrow Agent will not be responsible for tax reporting of any income on the Equipment Acquisition Fund.

Section 8.12 Authorized Signatures. Contemporaneously with the execution and delivery of this Escrow Agreement and, if necessary, from time to time thereafter, each of the parties to this Escrow Agreement (other than Escrow Agent) shall execute and deliver to Escrow Agent a Certificate of Incumbency substantially in the form of Exhibit C hereto (a "Certificate of Incumbency") for the purpose of establishing the identity and authority of persons entitled to issue notices, instructions or directions to Escrow Agent on behalf of each such party. Until such time as Escrow Agent shall receive an amended Certificate of Incumbency replacing any Certificate of Incumbency theretofore delivered to Escrow Agent, Escrow Agent shall be fully protected in relying, without further inquiry, on the most recent Certificate of Incumbency furnished to Escrow Agent. Whenever this Escrow Agreement provides for joint written notices, joint written instructions or other joint actions to be delivered to Escrow Agent, Escrow Agent shall be fully protected in relying, without further inquiry, on any joint written notice, instructions or action executed by persons named in such Certificate of Incumbency.

[SIGNATURE PAGES FOLLOW]

EXECUTION PAGE OF ESCROW AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the Date of Escrow Agreement shown on Schedule I.

SUNTRUST BANK,
Escrow Agent

**SUNTRUST EQUIPMENT FINANCE & LEASING
CORP.,**
Lessor

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[SEAL]

CITY OF MARGATE,
Lessee

Approved by the City Commission of the City of Margate the ____ day of _____, 2017.

Tommy Ruzzano, Mayor
____ day of _____, 2017

Douglas E. Smith, City Manager
____ day of _____, 2017

ATTEST:

APPROVED AS TO FORM:

Joseph J. Kavanagh, City Clerk
____ day of _____, 2017

Douglas R. Gonzales, City Attorney
____ day of _____, 2017

Schedule I	Escrow Agreement Information
Exhibit A	Acceptance Certificate
Exhibit B	Payment Request Form
Exhibit C	Incumbency Certificate

SCHEDULE I

Lease Number: 10081

Date of Escrow Agreement: January 24, 2017

Lessee's State/Commonwealth: FL

Initial Deposit Amount: 969,241.22

Date of Lease/Purchase Agreement: January 24, 2017

Beneficiary Name for Fund: City of Margate

Ending Date: July 24, 2018

Fees: \$250.00 (Escrow Agent)
Investment Fees, if any, are more fully defined on the attached prospectus, if any
Extension and other fees may be applicable if not disbursed by the Ending Date.

Lessee's Name: Douglas E Smith, City Manager
Lessee's Mailing Address: 5790 Margate Blvd., Margate, FL 33063

Lessee's Telephone: 954-935-5353
Lessee's Facsimile: 954-935-5258
Lessee's Taxpayer Identification Number: 59-6015967

Escrow Agent's Address: SunTrust Bank
919 East Main Street, 7th Floor
Richmond, VA 23219
Attention: Byron Roldan

Escrow Agent's Telephone: (804) 782-5407
Escrow Agent's Facsimile: (804) 782-7855

Lessor's Address: SunTrust Equipment Finance & Leasing Corp.
3333 Peachtree Street, 4th Floor
Atlanta, GA 30326
Attention: Escrow Disbursement Coordinator

Lessor's Telephone: (404) 813-5118
Lessor's Taxpayer Identification Number: 26-1256148

EXHIBIT A

ACCEPTANCE CERTIFICATE

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.
3333 Peachtree Street, 4th Floor
Atlanta, GA 30326

Ladies and Gentlemen:

I, the undersigned, hereby certify that I am the duly qualified and acting officer of Lessee identified below and, with respect to the Tax-Exempt Lease/Purchase Agreement between City of Margate and SunTrust Equipment Finance & Leasing Corp. (the "Lease"), that:

1. The Equipment subject to the Lease has been delivered and installed in its entirety in accordance with the specifications therefor, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date hereof.
2. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current budget year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current budget year.
3. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

Date: _____

CITY OF MARGATE,
Lessee

By: _____
Name: Douglas E. Smith
Title: City Manager

EXHIBIT B

PAYMENT REQUEST FORM NO. _____

SUNTRUST BANK, as Escrow Agent under an Escrow Agreement (the "Escrow Agreement") dated as of _____ by and among Escrow Agent, **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**, as Lessor, and **CITY OF MARGATE**, as Lessee, is hereby requested to pay, from the Equipment Acquisition Fund, to the person or entity designated below as payee, that amount set forth opposite each such name, in payment of the Acquisition Costs of the Equipment designated opposite such payee's name and described on the attached page(s). The terms capitalized in this Payment Request Form but not defined herein shall have the meanings assigned to them in the Escrow Agreement.

PAYEE	PAYEE'S ADDRESS	AMOUNT	INVOICE #	EQUIPMENT

Lessee hereby certifies that:

1. Attached hereto are true and correct copies of manufacturer's and/or dealer's invoices relating to the order, delivery and acceptance of the Equipment described in this Payment Request Form.

2. Unless this Payment Request Form relates to partial payment of a vendor in connection with a purchase order approved by Lessor, (a) the above-described Equipment has been acquired, made, delivered, installed and accepted as of the date hereof, (b) Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate, and (c) Lessee has accepted the above-described Equipment for all purposes under the Lease.

3. The representations and warranties contained in the Lease are true and correct as of the date hereof.

4. No Event of Default or Event of Nonappropriation, as each such term is defined in the Lease, or event which with the giving of notice or passage of time or both would constitute an Event of Default, has occurred.

Dated: _____.

CITY OF MARGATE,
Lessee

By: _____
Name: Douglas E. Smith
Title: City Manager

Date: _____

APPROVED:

**SUNTRUST EQUIPMENT FINANCE &
LEASING CORP.,** Lessor

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

EXHIBIT C

**CERTIFICATE OF INCUMBENCY
(List of Authorized Representatives)**

Re: Escrow Agreement among City of Margate, SunTrust Equipment Finance & Leasing Corp. and SunTrust Bank (the “Escrow Agreement)

Client Name: City of Margate

As a duly authorized officer of the above referenced entity, I hereby certify that the person listed below is an authorized signor for such entity, and that the title and signature appearing beside such person’s name is true and correct.

Name:	Title:	Signature:	Contact Number:
Douglas E. Smith	City Manager	_____	954-935-5300

IN WITNESS WHEREOF, this certificate has been executed by the duly authorized officer whose name and title are set forth below:

CITY OF MARGATE,
Lessee

By: _____
Name: Joseph Kavanagh
Title: City Clerk

INSURANCE LETTER

TO: PGIT

Ladies and Gentlemen:

CITY OF MARGATE intends to enter into a Tax-Exempt Lease/Purchase Agreement with **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.** In accordance with the Agreement, Lessee is instructing the insurance agent named above to issue:

- a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a **Certificate of Insurance and Long Form Loss Payable Clause naming SUNTRUST EQUIPMENT FINANCE & LEASING CORP. and/or its assigns as Loss Payee.**

The Coverage Required is \$969,241.22.

- b. Public Liability Insurance evidenced by a **Certificate of Insurance naming SUNTRUST EQUIPMENT FINANCE & LEASING CORP. and/or its assigns as Additional Insured.**

The following minimum coverage is required:

Liability:	\$500,000 per person
Liability – Bodily Injury:	\$1,000,000 aggregate
Liability – Property Damage:	\$1,000,000 property damage liability

PROPERTY One Fire Ladder Truck Two Ford Expedition Emergency Response Staff vehicles

LOCATION: Station 98-NW 24 Street, Margate, FL 33063 & Fire Administration -1811 Banks Road, Margate, FL 33063

Upon issuance of the coverage outlined above, please mail a Certificate of Insurance to SUNTRUST EQUIPMENT FINANCE & LEASING CORP., P.O. Box 4418, Mail Code GA-MQ-1740, Atlanta, GA 30302.

Your courtesy in issuing and forwarding the requested certificate at your earliest convenience will be appreciated.

Very truly yours,

CITY OF MARGATE,
Lessee

By: _____
Name: Douglas E. Smith
Title: City Manager

Date: _____

SELF-INSURANCE LETTER

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.
P.O. Box 4418
Atlanta, GA 30302

Ladies and Gentlemen:

The undersigned is the risk manager or insurance consultant for City of Margate (the "Lessee"), and in such connection the undersigned is familiar with Lessee's insurance and self-insurance arrangements. In connection with the Tax-Exempt Lease/Purchase Agreement (the "Agreement"), between Lessee and SunTrust Equipment Finance and Leasing Corp. (the "Lessor"), the undersigned makes the following certifications to Lessor, effective as of the Commencement Date. Capitalized terms used but not defined herein have the meanings given in the Agreement.

1. Lessee is self-insured for damage or destruction to the Equipment described in the Agreement (the "Equipment"). The dollar amount limit for property damage to the Equipment under such self-insurance program is \$_____. [Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$_____.]

2. Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is \$_____. [Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$_____.]

[3]. Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$_____. [Amounts paid from Lessee's self-insurance fund are subject to a dollar per claim of \$_____.]

[4]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: _____. Amounts payable for claims from such sources are limited as follows:

Dated: _____

Very truly yours,

By: _____

Name: _____

Title: _____

**Exhibit 6 to Equipment Schedule
Tax-Exempt Lease/Purchase Agreement**

[FORM 8038-G or 8038-GC]

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

**ADDENDUM TO TAX-EXEMPT LEASE/PURCHASE AGREEMENT
(FLORIDA)**

THIS ADDENDUM (this “Addendum”) is entered into as of January 24, 2017 between SUNTRUST EQUIPMENT FINANCE & LEASING CORP. (“Lessor”) and CITY OF MARGATE (“Lessee”), and is intended to modify and supplement the Tax-Exempt Lease/Purchase Agreement dated as of January 24, 2017 (the “Agreement”) between Lessor and Lessee. Capitalized terms used but not defined herein have the meanings given in the Agreement.

1. The Agreement is amended as follows:

- a. The following sentence is added to the end of paragraph that appears in the Agreement under the heading “**Rental Payments**” “Lessor acknowledges that in no event may it compel the use of ad valorem taxing power for the payment of Rental Payments or any other amounts payable under this Agreement.”
- b. The following sentence is added to the end of the paragraph that appears in the Agreement under the heading “**Nonappropriation**” “Lessor and Lessee agree that there is no intention to create under this Agreement a right of Lessor to dispossess Lessee involuntarily of legal title to or the right to use any Equipment, and Lessor hereby irrevocably waives any right to specific performance of Lessee’s covenant to transfer legal title to and return possession of any Equipment to Lessor.”
- c. The paragraph that appears in the Agreement under the heading “**Title; Security Interest**” is amended and restated to read in its entirety as follows:

“**Title.** During the Lease Term, title to the Equipment shall be in Lessee, subject to Lessor’s interests under this Agreement.”

- d. The paragraph that appears in the Agreement under the heading “**Remedies**” is amended and restated to read in its entirety as follows:

“**Remedies on Default.** Upon the occurrence of any Event of Default, Lessor shall have the right, at its option and without any further demand or notice to one or more or all of the following remedies: (a) Lessor may terminate this Agreement and all of Lessee’s rights hereunder as to any or all items of Equipment; (b) Lessor may declare all Rental Payments payable under this Agreement to the end of the then-current budget year of Lessee to be immediately due and payable by Lessee; (c) Lessor may, by written notice to Lessee, require Lessee, at Lessee’s expense, to deliver the Equipment to Lessor; (d) Lessor may proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof; (e) Lessor may instruct any escrow agent holding the proceeds of this Agreement to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee’s obligations under this Agreement; and (f) Lessor may exercise any other remedy available, at law or in equity, with respect to such Event of Default. Any Equipment returned under clause (c) above shall be to a location in the continental United States specified by Lessor, freight and insurance prepaid by Lessee, and in the condition required to be maintained by this Agreement. If Lessor takes possession of the Equipment, Lessor may thereafter dispose of the Equipment;

provided that any proceeds of such disposition in excess of the sum of (i) the unpaid principal component of Rental Payments (including Rental Payments due in future budget years), (ii) Lessor's costs and expenses associated with the disposition of the Equipment and the Event of Default (including attorneys fees), and (iii) any other amounts then due under this Agreement, shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto. No deficiency shall be allowed against Lessee, except with respect to any unpaid Rental Payments to the end of the then-current budget year of Lessee and unpaid costs and expenses incurred by Lessor in connection with the repossession and disposition of the Equipment. Each of the rights and remedies of Lessor under this Agreement is cumulative and may be enforced separately or concurrently. No course of dealing or conduct between Lessor and Lessee shall be effective to amend, modify or change any provisions of this Agreement. No failure or delay by Lessor to insist upon the strict performance of any term, covenant or agreement of this Agreement, or to exercise any right, power or remedy consequent upon a breach hereof, shall constitute a waiver of any such term, covenant or agreement or of any such breach, or preclude Lessor from exercising any such right, power or remedy at any later time or times."

2. If Lessee utilizes the services of a procurement management program operated by another governmental authority in connection with the acquisition of the Equipment, Lessee shall be solely responsible for the payment of all rebates, revenues sharing and other fees payable to such governmental authority in connection with its participation in such program, regardless of whether any available discount has been applied in determining the amount of proceeds of the Agreement payable to any vendor or manufacturer of the Equipment.
3. Lessee covenants and agrees with Lessor that it will give all notices and file all reports with the State Division of Finance as may be required in connection with the Lease by Florida Statutes Annotated Section 218.38 and the rules adopted thereunder.
4. If Lessee is a county, Lessee represents and warrants to Lessor that:
 - a. If the Lease Term exceeds 5 years, the Rental Payments are payable from sources other than ad valorem taxes.
 - b. The Agreement has been approved by the Board of County Commissioners of Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:

SUNTRUST EQUIPMENT FINANCE & LEASING
CORP.

By: _____
Name: _____
Title: _____

LESSEE:

CITY OF MARGATE

Approved by the City Commission of the City of Margate the __ day of _____, 2017.

Tommy Ruzzano, Mayor

___ day of _____, 2017

Douglas E. Smith, City Manager

___ day of _____, 2017

ATTEST:

APPROVED AS TO FORM:

Joseph J. Kavanagh, City Clerk

___ day of _____, 2017

Douglas R. Gonzales, City Attorney

___ day of _____, 2017

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

DISBURSEMENT AUTHORIZATION

January 24, 2017

SunTrust Equipment Finance & Leasing Corp.
3333 Peachtree Rd, 4th Floor
Atlanta, GA 30326

Gentlemen:

In connection with Equipment Schedule No. 001 to that certain Tax-Exempt Lease/Purchase Agreement No. 10081 dated January 24, 2017 executed between SunTrust Equipment Finance & Leasing Corp. and the Lessee identified below, Lessee hereby directs SunTrust Equipment Finance & Leasing Corp. to wire transfer the monies as follows at closing:

Destination Information:

Wire Information:

Bank Name	<u>SunTrust Bank</u>
Bank ABA Number	<u>061000104</u>
Account Number	<u>9443001321</u>
Account Name	<u>Escrow Services Richmond</u>
Attention	<u>Byron Roldan</u>
Dollar Value	<u>\$969,241.22</u>
Reference	<u>Tax Exempt Lease 001</u>

TOTAL DISBURSEMENTS: \$969,241.22

Lessee warrants the funds are for deposit into the Proceeds Account. Monies on deposit in the Proceeds Account shall be used solely for payment of the Equipment and for no other purpose.

CITY OF MARGATE

Lessee,

By: _____
Name: Douglas E. Smith
Title: City Manager Date: _____