

December 11, 2014

MR. MICHAEL SOLOMON
DEBT MANAGER
CITY OF SAINT PAUL, MINNESOTA
15 W. KELLOGG BOULEVARD
SAINT PAUL, MINNESOTA, 55102

RE: LEASE SCHEDULE NO. 500-3152805-000 DATED JANUARY 9, 2015 TO MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. 3152805 DATED JANUARY 9, 2015 BETWEEN BANC OF AMERICA PUBLIC CAPITAL CORP (LESSOR) AND CITY OF SAINT PAUL, MINNESOTA (LESSEE)

Dear MR. MICHAEL SOLOMON:

Enclosed please find the following documents to be executed on behalf of the Lessee:

1. *Master Equipment Lease/Purchase Agreement No. 3152805* – execute where indicated
2. *Lease Schedule No. 500-3152805-000* – complete location, fiscal period, and execute
3. *Certificate of Acceptance (final)* - hold until all equipment is delivered and installed
4. *Essential Use Certificate* – to be typed on lessee’s letterhead and executed
5. *Insurance Authorization* - If the Lessee does not self-insure, have this form completed and execute where indicated; ***Please note that we will need complete proof of insurance coverage prior to escrow disbursements**
6. *Self-Insurance letter* - If you are self-insured, have this letter retyped on your letterhead, completed and executed by the Lessee risk manager
7. *Bank Qualified Designation* – INTENTIONALLY DELETED
8. *Incumbency Certificate* – insert your signature specimen and have the certificate executed by the Board Clerk where indicated
9. *Opinion of Counsel* – have your attorney retype the letter on their letterhead and execute
10. *Resolution* – please provide the original Resolution approving the financing of this transaction
11. *Escrow Agreement* – execute where indicated
12. *Certificate of Acceptance, Equipment List, and Disbursement Request* (Schedule 1 to Escrow Agreement) – these are to be completed and returned to Lessor when the equipment has been delivered and you are requesting payment to the vendor. The Final Acceptance Certificate (Exhibit A-1) will be used for your final disbursement.
13. *Tax Compliance Agreement* – execute where indicated
14. *UCC Financing Statements* – UCC’s will be file with MINNESOTA SOS
15. *Lessee Information Sheet* – complete any applicable information
16. *Exhibit E – Software Addendum* (if applicable) – execute where indicated;
17. *W-9* – complete and execute
18. *IRS form 8038-G* Information Return: Please use the attached form and the attached instructions, including the instructions on where and when to file this information return, based on the lease’s issue date. In order to complete the form you will need the following factual information: the date of issue (or issue date) is **January 9, 2015**, the final maturity date is **January 15, 2019**, the issue price is **\$2,656,794.80**, stated redemption price **\$2,769,805.33** the weighted average maturity is **5.00** years, and the yield (or tax-exempt rate) is **2.516%**. Please provide a **copy** of the completed form 8038-G, **PLEASE NOTE: original IRS form needs to be completed and filed according to the filing instructions;**
19. *Sales and Use Tax Exemption Certificate* – provide your exemption certificate, if you are exempt from Sales and Use Tax

Once all documents are executed, please e-mail a PDF copy to e-mail; maria.a.herrera@baml.com and overnight the originals via Federal Express at the address below.

Maria A. Herrera
AVP, Senior Operations Consultant
Banc of America Leasing & Capital, LLC
135 S. LaSalle Street
Mail Stop IL4-135-10-12
Chicago, IL 60603
(p) 312.828.3564
(f) 312.453-3208

maria.a.herrera@baml.com

MR. MICHAEL SOLOMON
December 11, 2014
Page 2

In addition, please be aware that the rate expiration for this transaction is January 15, 2015. We would like to fund this transaction on January 15, 2015. Therefore, I will need to have all the executed documents back by Monday, January 13, 2014 to prepare for funding.

If you have any questions, please do not hesitate to call me at (312) 828-3564.

Thank you for your assistance.

Very truly yours,

Banc of America Leasing and Capital, LLC

Maria A. Herrera

Maria A. Herrera
AVP Senior Operations Consultant

Enclosures

DRAFT

BANC OF AMERICA PUBLIC CAPITAL CORP
MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3152805**
FOR

CITY OF SAINT PAUL, MINNESOTA

DOCUMENT INDEX

1. Master Equipment Lease/Purchase Agreement
 - Exhibit A Lease Schedule
 - Exhibit A-1 Final Certificate of Acceptance
 - Exhibit A-2 IRS Form 8038-G
 - Exhibit A-3 Copy of Incumbency Certificate
 - Exhibit A-4 Copy of Opinion of Lessee's Counsel
 - Exhibit A-5 Essential Use Letter
 - Exhibit A-6 Insurance Letter
 - Exhibit A-7 Self Insurance Letter
 - Exhibit A-8 Bank Qualified Designation (as applicable)
 - Exhibit A-9 Copy of Authorizing Resolution
 - Exhibit A-10 Form UCC-1
 - Exhibit B Incumbency Certificate
 - Exhibit C Opinion of Lessee's Counsel
 - Exhibit D Authorizing Resolution
 - Exhibit E Software Addendum (if applicable)

OTHER:

1. Escrow Agreement
2. Certificate of Acceptance (partial)
3. Requisition Request
4. Tax Compliance Agreement and No Arbitrage Certificate
5. UCC Attachment
6. Information Sheet
7. W-9 FORM

Master Equipment Lease/ Purchase Agreement (State and Municipal)

Master Agreement Number: 3152805

The words **YOU** and **YOUR** refer to the Lessee. The words **WE, US** and **OUR** refer to the Lessor, **BANC OF AMERICA PUBLIC CAPITAL CORP**

Customer Contact Information

Lessee Full Legal Name CITY OF SAINT PAUL, MINNESOTA						
Contact Person MR. MICHAEL SOLOMON		Contact Phone No. (651) 266-8837	Contacts Fax No. (651) 266-8541	Federal Tax ID # 41-6005521	State of Organization	
Address 15 W. KELLOGG BOULEVARD		City SAINT PAUL	County	State MINNESOTA	Zip 55102	

Lease/Purchase Agreement

THIS MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3152805** (the or this "Agreement") is made as of **January 9, 2015**, by and between **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor ("Lessor"), and **CITY OF SAINT PAUL, MINNESOTA** as lessee ("Lessee").

In consideration of the mutual covenants, terms and conditions hereinafter contained, Lessee hereby agrees to acquire, purchase and lease all the equipment identified in each Lease Schedule ("Equipment") in substantially the form attached to this Agreement as Exhibit A that may from time to time be executed by Lessor and Lessee pursuant hereto (herein individually referred to as a "Schedule"), and Lessor hereby agrees to furnish the Equipment under each Schedule to Lessee, all on the terms and conditions set forth in this Agreement. Each Schedule executed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent Lease (described below). When used herein the term "Lease" means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule, together with the Exhibits attached to each such Schedule. A Software Addendum to this Agreement, in the form attached hereto as Exhibit E, shall be executed by the parties in conjunction herewith and shall be applicable whenever any of the Equipment on a Schedule is "Licensed Software", as defined in the Software Addendum.

This Agreement is not a commitment by Lessor to enter into any Lease not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion.

Terms/Conditions

1. TERM. (a) Commencement of Term. This Agreement shall be effective, and the parties' obligations hereunder shall arise, as of the date hereof. The term of this Agreement shall commence on the date set forth above and will continue so long as any amount remains unpaid under a Lease. The original term of each Lease begins as of the date identified in such Lease and shall terminate on the last business day of Lessee's then current fiscal year in which such Lease is executed and delivered (such period being hereinafter referred to as the "Original Term"). (b) Renewal of Term. Subject to the provisions of Section 10 hereof and subsection (e) of this Section, the Original Term of each Lease will be automatically and successively renewed at the end of the Original Term under the same terms and conditions for successive renewal periods ("Renewal Terms"), with the last of such Renewal Terms to end on the last day of the Full Lease Term, as specified on each Schedule executed by Lessee. (c) Termination of Term. The term of each Lease will terminate upon the earliest to occur of any of the following events: (1) The expiration of the Original Term or any Renewal Term under such Lease and the nonrenewal thereof in accordance with the terms and conditions of this Agreement; (2) The purchase of the Equipment subject to such Lease by Lessee under the provisions of Section 8(c) or 10 of this Agreement; (3) A default under such Lease by Lessee and Lessor's election to terminate Lessee's rights therein under Section 13 of this Agreement; or (4) The payment by Lessee of all rental payments to be paid by Lessee under such Lease with respect to the Equipment. (d) Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of subsection (e) of this Section, to continue the term of the Leases hereunder through the Original Term and all Renewal Terms for the respective Full Lease Term and to pay the rental payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all rental payments under the Leases for the respective Full Lease Term of each Lease can be obtained and further intends to do all things lawfully within its power to obtain appropriated funds for the payment of all rental payments required to be paid under the Leases in each next succeeding Renewal Term and to maintain such funds from which the rental payments may be made. (e) Nonappropriation. In the event that sufficient funds are not appropriated for the payment of all rental payments required to be paid under all Leases in the next succeeding Renewal Term, then the Leases shall terminate at the end of the Original Term or the then current Renewal Term, as the case may be, and Lessee shall not be obligated to make payment of the rental payments provided for in the Leases beyond the then current term. Lessee agrees to give notice to Lessor of such termination at least 60 days prior to the end of the then current term or, if nonappropriation has not occurred by that date, promptly upon the occurrence of nonappropriation. If the Leases are terminated under this subsection, Lessee agrees, at Lessee's sole cost and expense, peaceably to deliver the Equipment under all Leases to Lessor at such location in the continental United States as is specified by Lessor, in the condition required by Section 5(b) hereof, on or before the effective date of termination.

2. RENTAL PAYMENTS. (a) Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay rental payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee. (b) Payment of Rental Payments. Lessee shall pay rental payments for the Equipment identified in each Schedule exclusively from legally available funds, in lawful money of the United States of America, to Lessor in the amounts and on the rental payment due dates set forth in the pertinent Schedule without notice. In the event that any rental payment due under any Lease is not received by Lessor on or before the due date therefor, Lessee agrees to pay a late charge determined on the basis of accrued interest on the delinquent amount at the rate of 1% per month (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law) from the date of delinquency to the date that such rental payment is received by Lessor. (c) Interest and Principal Components. As set forth in each Schedule, a portion of each rental payment is paid as, and represents payment of, interest, and the balance of each rental payment is paid as, and represents payment of, principal. (d) Rental Payments to Be Unconditional. The obligation of Lessee to make rental payments under each Lease, and to perform and observe the covenants and agreements contained in this Agreement, shall be absolute and unconditional in all events, except as expressly provided in this Agreement including particularly Section 1(e) hereof. Lessee shall not assert any right of setoff, counterclaim or abatement against its obligations under any Lease, including (without limitation) by reason of Equipment failure, disputes with the vendor(s) or manufacturer(s) of the Equipment or Lessor, accident or any unforeseen circumstances. (e) Allocation of Rental Payments. Rental payments payable pursuant to each Lease shall be allocated to the Equipment subject to such Lease (in each case, pro rata based upon the respective capital cost of the items of

such Equipment) as follows: (i) first, among the items of Equipment with the shortest estimated useful lives, and (ii) thereafter, among the items of Equipment with the relatively longer useful lives, in each case to reflect the respective fair rental value of each item of Equipment leased hereunder for its respective useful life.

3. REPRESENTATIONS AND COVENANTS OF LESSEE. Lessee represents, covenants and warrants to Lessor as follows: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such. (b) Lessee is authorized under the Constitution and laws of the State identified in the pertinent Schedule (the "State") to enter into this Agreement, each Lease and the transactions contemplated thereby and to perform all of its obligations under each Lease. (c) Lessee's name as indicated in the opening paragraph and on the signature page of this Agreement is its true, correct and complete legal name. (d) As evidenced by the Authorizing Resolution attached hereto as Exhibit D, the execution and delivery of this Agreement and each Lease by or on behalf of Lessee has been duly authorized by all necessary action of the governing body of Lessee, and Lessee has obtained such other approvals and consents as are necessary to consummate this Agreement and each Lease. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred, necessary to ensure the enforceability of this Agreement and each Lease against Lessee, and that Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition of the Equipment by Lessee under each Lease. (e) Lessee shall cause to be executed an Incumbency Certificate of Lessee in substantially the same form as Exhibit B attached hereto and an Opinion of Lessee's Counsel in substantially the same form as Exhibit C attached hereto. (f) Lessee's present intention is to make rental payments under each Lease for the Original Term and all Renewal Terms applicable thereto as long as it has legally available funds. In that regard, Lessee represents with respect to each Lease that the use and operation of the Equipment under such Lease is essential to its proper, efficient and economic governmental operation. Lessee does not intend to sell or otherwise dispose of the Equipment under any Lease or any interest therein prior to the last rental payment (including all Renewal Terms) scheduled to be paid under the pertinent Lease. With respect to each Lease, Lessee shall cause to be executed an Essential Use of Equipment Letter in substantially the same form as Exhibit A-5 attached hereto. (g) Within 150 days after the end of each fiscal year of Lessee during the term of each Lease, Lessee shall provide Lessor with a copy of its audited financial statements for such fiscal year. Additionally, Lessee shall provide Lessor with budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue such Lease as may reasonably be requested by Lessor. (h) The Equipment under each Lease is, and shall remain during the period such Lease is in force, personal property and when subject to use by Lessee under such Lease will not be or become fixtures. (i) Lessee acknowledges that Lessor is acting only as a financing source with respect to the Equipment under each Lease, which has been selected by Lessee. (j) Lessee will promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of the Agreement and each Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder and thereunder.

4. TITLE TO EQUIPMENT; SECURITY INTEREST. (a) Title to the Equipment. During the term of each Lease, title to the Equipment identified therein shall vest in Lessee, subject to the rights of Lessor under such Lease. In the event of a default as set forth in Section 13 hereof or nonappropriation as set forth in Section 1(e) hereof, title in and to the Equipment under all Leases shall immediately vest in Lessor. (b) Security Interest. To secure the prompt payment and performance as and when due of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority security interest in the Equipment delivered under each Lease, all replacements, substitutions, accessions and proceeds (cash and non-cash), including the proceeds of all insurance policies, thereof. Lessee agrees that with respect to the Equipment delivered under each Lease, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State. Lessee may not dispose of any item of the Equipment delivered under any Lease without the prior written consent of Lessor, notwithstanding the fact that proceeds constitute a part of such Equipment.

5. USE AND MAINTENANCE. (a) Use. Lessee shall use the Equipment under each Lease solely for the purpose of performing one or more governmental functions of Lessee and in a careful, proper and lawful manner consistent with the requirements of all applicable insurance policies relating to such Equipment. Lessee will not change the location of any items of Equipment under any Lease as specified in the applicable Certificate of Acceptance (a form of which is attached hereto as

Exhibit A-1) without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall not attach or incorporate the Equipment under any Lease to or in any other item of equipment in such a manner that such Equipment becomes or may be deemed to have become an accession to or a part of such other item of equipment. (b) Maintenance. Lessee, at its own expense, will keep and maintain, or cause to be kept and maintained, the Equipment under each Lease in as good an operating condition as when delivered to Lessee under such Lease, ordinary wear and tear resulting from proper use thereof alone excepted, and will provide all maintenance and service and make all repairs reasonably necessary for such purpose. All replacement parts and accessions shall be free and clear of all liens, encumbrances or rights of others and have a value and utility at least equal to the parts or accessions replaced. Lessee shall not make any material alterations to the Equipment under any Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld. All additions to the Equipment under any Lease which are essential to its operation, or which cannot be detached without materially interfering with such operation or adversely affecting such Equipment's value and utility, shall immediately be deemed incorporated in such Equipment and subject to the terms of such Lease as if originally leased thereunder, and subject to the security interest of Lessor. Upon reasonable advance notice, Lessor shall have the right to inspect the Equipment under each Lease and all maintenance records with respect thereto, if any, at any reasonable time during normal business hours.

6. FEES; TAXES, OTHER GOVERNMENTAL AND UTILITY CHARGES; LIENS. (a) Fees. Lessee shall timely pay all titling, recordation, documentary stamp and other fees whatsoever, whether payable by Lessor or Lessee, arising at any time prior to or during the Full Lease Term of each Lease, or upon or relating to the Equipment under each Lease, the rental payments under each Lease or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment under each Lease and on or relating to each Lease. (b) Taxes, Other Governmental Charges and Utility Charges. The parties contemplate that the Equipment under each Lease will be used for a governmental purpose of Lessee and that the Equipment under each Lease will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment under any Lease is found to be subject to taxation in any form (except for net income taxes of Lessor), Lessee will pay, as the same come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied during the Full Lease Term of such Lease against or with respect to the Equipment under such Lease, as well as all utility and other charges incurred in the operation and use of the Equipment under such Lease. (c) Liens. Lessee shall keep the Equipment under each Lease free and clear of all liens, levies and encumbrances, except those created under such Lease.

7. INSURANCE. (a) Casualty Insurance. At its own expense, Lessee shall throughout the term of each Lease keep the Equipment thereunder insured against loss or damage due to fire and the risks normally included in extended coverage, malicious mischief and vandalism, for not less than the Full Insurable Value of the Equipment. As used herein, "Full Insurable Value" means the full replacement value of the Equipment under a Lease or the Prepayment Amount applicable to the immediately preceding rental payment due date as designated on the pertinent Schedule, whichever is greater. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor and Lessee, as their interests may appear, and Lessee shall utilize its best efforts to have all checks relating to any losses delivered promptly to Lessor. If Lessee insures similar properties against casualty loss by self-insurance, with Lessor's prior written consent, Lessee may satisfy its obligations with respect to casualty insurance under each Lease by means of a self-insurance fund reasonably acceptable to Lessor. The Net Proceeds of the insurance required hereby shall be applied as provided in Section 8 hereof. As used herein, "Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deduction of all expenses (including attorneys' fees) incurred in the collection of such claim or award. (b) Liability Insurance. Lessee shall throughout the term of each Lease carry public liability insurance, both personal injury and property damage, covering the Equipment under such Lease in an amount as Lessor may from time to time reasonably require on notice to Lessee. Lessor shall be named as an additional insured with respect to all such liability insurance. With Lessor's prior written consent, Lessee may satisfy its obligations with respect to liability insurance under each Lease by maintaining a funded self-insurance plan. (c) Worker's Compensation. Lessee shall throughout the term of each Lease carry worker's compensation insurance covering all employees working on, in, near or about the Equipment under such Lease, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, near or about the Equipment under each Lease to carry such coverage throughout the Full Lease Term of such Lease. (d) General Requirements. All insurance required under this Section 7 shall be in form and amount and with companies reasonably satisfactory to Lessor except as otherwise expressly provided in each Lease. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage, annually throughout the Full Lease Term of each Lease. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that (i) it will give Lessor 30 days' prior written notice of the effective date of any material alteration or cancellation of such policy, and (ii) insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy or policies.

8. RISK OF LOSS; DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS. (a) Risk of Loss. Lessee assumes all risk of loss of or damage to the Equipment under each Lease from any cause whatsoever, except for loss or damage caused by gross negligence or intentional wrongful conduct of Lessor or its representatives, and no such loss of or damage to the Equipment under any Lease, defect therein or unfitness or obsolescence thereof, shall relieve Lessee of its obligation to make rental payments or perform any other obligations under such Lease. (b) Damage, Destruction and Condemnation. If prior to the termination of the Full Lease Term of a Lease (i) the Equipment under such Lease or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty, or (ii) title to, or the temporary use of, the Equipment under such Lease or any part thereof or the estate of Lessee or Lessor in the Equipment under such Lease or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to Lessee's obligations pursuant to subsection (c) of this Section. (c) Use of Net Proceeds. With respect to each Lease, provided that the Equipment under a Lease is not deemed to be a total loss, Lessee shall, at its expense (subject to application of the Net Proceeds), cause the prompt repair, replacement or restoration of the affected Equipment under such Lease. In the event that the Equipment under such Lease is totally destroyed or damaged and Lessee is unable to make arrangements satisfactory to Lessor for the prompt replacement thereof, Lessee shall pay to Lessor, on the rental payment due date next succeeding the date of such loss, the Prepayment Amount applicable to such rental payment due date plus the rental payment due on such date and any other amounts then payable by Lessee under such Lease. Upon such payment, the term of the Lease and the security interest of Lessor in the Equipment under such Lease shall terminate, and Lessee will acquire full and unencumbered title to such Equipment as provided in Section 10 hereof. If Lessee is not then in default under such Lease, any portion of the Net Proceeds in excess of the amount required to pay in full Lessee's obligations as set forth in this subsection (c) shall be for the account of Lessee. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations under such Lease as set forth in this subsection (c), Lessee shall make such payments to the extent of any deficiency, but only from funds legally available for such purpose.

9. DISCLAIMER OF WARRANTIES. LESSOR, NOT BEING A SELLER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE) OF ANY EQUIPMENT UNDER ANY LEASE,

NOR A SELLER'S AGENT, HEREBY EXPRESSLY DISCLAIMS AND MAKES TO LESSEE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO: THE FITNESS FOR USE, DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; AND ANY GUARANTY OR WARRANTY AGAINST PATENT INFRINGEMENT OR LATENT DEFECTS, it being agreed that all such risks, as between Lessor and Lessee, are to be borne by Lessee. Lessor is not responsible or liable for any direct, indirect, incidental or consequential damage to or losses resulting from the installation, operation or use of the Equipment or any products manufactured thereby. All assignable warranties made by the vendor(s) or manufacturer(s) to Lessor are hereby assigned to Lessee for and during the Full Lease Term of each Lease and Lessee agrees to resolve all such claims directly with the vendor(s) or manufacturer(s). Provided that Lessee is not then in default under a Lease, Lessor shall cooperate fully with Lessee with respect to the resolution of such claims, in good faith and by appropriate proceedings at Lessee's expense. Any such claim shall not affect in any manner the unconditional obligation of Lessee to make rental payments under each Lease.

10. PURCHASE OF EQUIPMENT BY LESSEE; PREPAYMENT. Provided that Lessee is not then in default under any Lease, such Lease will terminate, the security interest of Lessor in the Equipment under such Lease will be terminated and Lessee will acquire title to the Equipment under such Lease free and clear of all liens and encumbrances created by, or arising through or under, Lessor: (a) at the end of the Full Lease Term of such Lease, upon payment in full of all rental payments and other amounts payable by Lessee under such Lease for the Full Lease Term of such Lease; or (b) on any rental payment due date, upon payment by Lessee of the then applicable Prepayment Amount under such Lease as set forth on the pertinent Schedule plus the rental payment due on such date and all other amounts then due by Lessee under such Lease, provided that Lessee shall have given Lessor not less than 30 days' prior written notice of its intent to make such payment.

11. QUIET POSSESSION. Lessor represents and covenants to Lessee that Lessor has full authority to enter into this Agreement and each Lease, and that, conditioned upon Lessee performing all of the covenants and conditions under a Lease, as to claims of Lessor or persons claiming under Lessor, Lessee shall peaceably and quietly hold, possess and use the Equipment under such Lease during the term of such Lease subject to the terms and provisions thereof.

12. ASSIGNMENT; SUBLEASING; INDEMNIFICATION. (a) Assignment by Lessor. Any Lease, and the rights of Lessor thereunder and in and to the Equipment under such Lease and the pertinent Schedule, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assignees at any time without the necessity of obtaining the consent of Lessee. Lessee agrees to make all payments as designated in a notice of assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of such Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assignees. Lessee hereby appoints Lessor and its assigns as its agents to maintain a record of all assignments of this Agreement in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to cause such registration record to be maintained. Lessee agrees to execute all documents, including without limitation Notice and Acknowledgement of Sale of Rental Payments and Assignment of Lease, which may reasonably be requested by Lessor or its assignees to protect their interests in the Equipment under such Lease and in such Lease. (b) No Sale, Assignment or Subleasing by Lessee. This Agreement, any Lease or the interest of Lessee in the Equipment under any Lease may not be sold, assigned, sublet or encumbered by Lessee without the prior written consent of Lessor. (c) Release and Indemnification Covenants. To the extent permitted by the laws and Constitution of the State, Lessee hereby assumes and agrees to indemnify, protect, save and keep harmless Lessor, its agents and employees, from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatsoever kind and nature, arising on account of (i) the ordering, acquisition, delivery, installation or rejection of the Equipment under any Lease; (ii) the possession, maintenance, use, condition (including, without limitation, latent and other defects whether or not discoverable by Lessor or Lessee, any claim in tort, including actions for strict liability, and any claim for patent, trademark or copyright infringement) or operation of any item of the Equipment under any Lease (by whomsoever used or operated); or (iii) the loss, damage, destruction, removal, return, surrender, sale or other disposition of the Equipment under any Lease, or any item thereof. It is understood and agreed, however, that Lessor shall give Lessee prompt notice of any claim or liability hereby indemnified against and that Lessee shall be entitled to control the defense thereof, so long as Lessee is not in default under the pertinent Lease.

13. EVENTS OF DEFAULT AND REMEDIES. (a) Events of Default. The following shall be "events of default" with respect to a Lease and the terms "event of default" and "default" shall mean, whenever they are used in a Lease, any one or more of the following events: (1) failure by Lessee to pay any rental payment under such Lease or other payment required to be paid thereunder within 5 days of the due date therefor; or (2) failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under such Lease and such failure shall continue unremedied for a period of 30 days after written notice specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; or (3) any certificate, statement, representation, warranty or audit contained in such Lease or theretofore or thereafter furnished with respect to such Lease by or on behalf of Lessee proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Lessee; or (4) commencement by Lessee of a case or proceeding under the federal bankruptcy laws or filing by Lessee of any petition or answer seeking relief under any existing or future bankruptcy, insolvency or other similar laws or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or (5) a petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar laws shall be filed and not withdrawn or dismissed within 60 days thereafter; or (6) an actual or attempted sale, lease or encumbrance of any of the Equipment under such Lease or any item thereof or any attachment, levy or execution is levied upon or against any of the Equipment under such Lease or any item thereof; or (7) the occurrence of an event of default under any other Lease. (b) Remedies on Default. Whenever any event of default under a Lease shall have occurred and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies: (1) with or without terminating such Lease, retake possession of the Equipment under such Lease or items thereof and sell, lease or sublease items of the Equipment under such Lease for the account of Lessee, with the net amount of all proceeds received by Lessor to be applied to Lessee's obligations under such Lease, including, but not limited to, all payments due and to become due during the Full Lease Term of such Lease, holding Lessee liable for the excess (if any) of: (i) the rental payments payable by Lessee under such Lease to the end of the Original Term or then current Renewal Term of such Lease (whichever is applicable) and any other amounts then payable by Lessee under such Lease (including but not limited to attorneys' fees, expenses and costs of repossession), over (ii) the net purchase price or rent and other amounts paid by a purchaser, lessee or sublessee of the Equipment under such Lease pursuant to such sale, lease or sublease, provided that the excess (if any) of such amounts over the Prepayment Amount applicable to the last rental payment due date of the Original Term or Renewal Term of such Lease (whichever is applicable) and the amounts referred to in clause (i) shall be paid to Lessee; (2) require Lessee at Lessee's risk and expense promptly to return the Equipment under such Lease to Lessor in the manner and in the condition set forth in Section 5(b) hereof at such location in the continental United States as is specified by Lessor; (3) if Lessor is

unable to repossess the Equipment under such Lease for any reason, the Equipment under such Lease shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Section 8 hereof; and (4) exercise any other right, remedy or privilege which may be available to it under applicable laws of the State or any other applicable law or proceed by appropriate court action to enforce the terms of such Lease, to recover damages for the breach of such Lease or to rescind such Lease as to the Equipment. In addition, Lessee will remain liable for all legal fees and other costs and expenses, including court costs, reasonably incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

(c) No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement and as provided in each Lease or now or hereafter existing at law or in equity. Lessor's remedies hereunder and as provided in each Lease may be exercised separately with respect to items of the Equipment under a Lease or in the aggregate with respect to the Equipment under all Leases. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

14. TAX COVENANTS. (a) The parties assume that Lessor can exclude the interest component of the rental payments under each Lease from federal gross income. Lessee covenants and agrees that it will (i) complete and timely file an IRS Form 8038-G (or, if the invoice price of the Equipment under a lease is less than \$100,000, a Form 8038-GC) with the Internal Revenue Service ("IRS") in accordance with Section 149(e) of the Code; (ii) not permit the Equipment under any Lease to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy the IRS' guidelines for permitted management contracts, as the same may be amended from time to time; and (iii) comply with all provisions and regulations applicable to excluding the interest component of the rental payments under each Lease from federal gross income pursuant to Section 103 of the Code. (b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any rental payment under a Lease from federal gross income because Lessee breached a covenant contained in this Section 14 as provided in such Lease, then Lessee shall pay to Lessor, within 30 days after Lessor notifies Lessee of such determination, the amount which, with respect to rental payments previously paid under such Lease and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all rental payments due under such Lease through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent under such Lease to Lessor on each succeeding rental payment due date in such amount as will maintain such after-tax yield to Lessor. Notwithstanding anything in this subsection (b) or elsewhere in this Agreement to the contrary, any amount payable by Lessee pursuant to this subsection (b) as provided in a Lease shall be payable solely from funds legally available for such purpose and shall be subject to Section 1(e) hereof.

15. LESSOR'S RIGHT TO PERFORM FOR LESSEE. If Lessee fails to perform or comply with any of its agreements contained in a Lease, Lessor shall have the right, but shall not be obligated, to effect such performance or compliance, and the amount of any out of pocket expenses and other reasonable expenses of Lessor incurred in connection with the performance of or compliance with such agreement, together with interest thereon at the rate of 12% per annum (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law), shall be payable by Lessee upon demand. With respect to each Lease, within 10 days of receipt, Lessee shall execute, endorse and deliver to Lessor any deed, conveyance, assignment or other instrument in writing as may be required to vest in Lessor any right, title or power which by the terms of such Lease are expressed to be conveyed or conferred upon Lessor, including, without limitation: (a) Uniform Commercial Code financing statements (including continuation statements), real property waivers; (b) documents and checks or drafts relating to or received in payment for any loss or damage under the policies of insurance required by the provisions of Section 7 hereof to the extent that the same relate to the Equipment under such Lease; and (c) upon an event of default or nonappropriation under any or all Leases or times thereafter as Lessor in its sole and absolute

discretion may determine, any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment under any or all Leases in order to vest title in Lessor and transfer possession to Lessor. Further, to the extent permitted by law, Lessee appoints Lessor as its attorney-in-fact for the limited purpose of, and with the full authority to, execute and file Uniform Commercial Code financing statements (including continuation statements), which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment under each Lease or for the confirmation or perfection of each Lease and Lessor's rights under each Lease, in the name and on behalf of Lessor, and agrees that photocopies of originally executed Uniform Commercial Code financing statements (including continuation statements) may be filed in the appropriate recordation offices as originals.

16. MISCELLANEOUS. (a) Notices. All notices (excluding billings and communications in the ordinary course of business) under a Lease shall be in writing, and shall be sufficiently given and served upon the other party if delivered (i) personally, (ii) by United States registered or certified mail, return receipt requested, postage prepaid, (iii) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available; or (iv) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing. (b) Binding Effect. This Agreement and each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. (c) Severability; Survival. Any provision of this Agreement or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or any such Lease, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Lessee hereby waives any provision of law which renders any provision of this Agreement or any Lease prohibited or unenforceable in any respect. The representations, warranties and covenants of Lessee in this Agreement and in each Lease shall be deemed to be continuing and to survive the closing under this Agreement and each Lease. Each execution by Lessee of a Certificate of Acceptance in connection with a Lease shall be deemed a reaffirmation and warranty that there have been no material adverse change in the financial condition of Lessee from the date of execution of this Agreement or such Lease. The obligations of Lessee under Sections 1(e), 6, 12(c) and 14, which accrue during the term of this Agreement and are incorporated into each Lease, shall survive the termination of this Agreement or any Lease. (d) Execution in Counterparts; Chattel Paper. This Agreement and each Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only the counterpart marked "Original" shall constitute chattel paper for purposes of the Uniform Commercial Code. (e) Administrative. Lessee agrees that Lessor or its Assignee may treat executed faxes or photocopies delivered to Lessor as original documents; however, Lessee agrees to deliver original signed documents as requested. Lessee agrees that Lessor may insert the appropriate administrative information to complete this Agreement. Lessor will provide a copy of the final Agreement upon request (f) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. (g) Captions. The captions in this Agreement and each Lease are for convenience of reference only and shall not define or limit any of the terms or provisions of this Agreement or any Lease. (h) Entire Agreement. This Agreement and each Lease (including the Exhibits attached thereto) constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement or any Lease shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given except that Lessor may insert the serial number and additional description details in any Schedule of any item of Equipment after delivery thereof. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement, any Lease or the Equipment leased under any Lease. Any terms and conditions of any purchase order or other document (with the exception of supplements) submitted by Lessee in connection with this Agreement or any Lease which are in addition to or inconsistent with the terms and conditions of this Agreement or any such Lease will not be binding on Lessor and will not apply to this Agreement or any such Lease. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement and any Lease, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above set forth.

CITY OF SAINT PAUL, MINNESOTA,
as lessee

By: _____

Printed Name: _____

Title: _____

BANC OF AMERICA PUBLIC CAPITAL CORP,
as lessor

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
BANC OF AMERICA PUBLIC CAPITAL CORP
LEASE SCHEDULE

MASTER EQUIPMENT LEASE-PURCHASE
AGREEMENT NO.: **3152805**

DATE OF MASTER EQUIPMENT
LEASE-PURCHASE AGREEMENT: **January 9, 2015**

LEASE SCHEDULE NO.: **500-3152805-000**

DATE OF LEASE SCHEDULE: **JANUARY 9, 2015**

COMMENCEMENT DATE: **Date of funding, as confirmed by notice from Lessor to Lessee.**

FULL LEASE TERM: **5 Years From the Date of Lease Schedule.**

Rental payments are payable **ANNUAL** in **ADVANCED** of the period to which they relate. Rental payment due dates will be based on the Commencement Date, and established in Lessor's notification to Lessee of the Commencement Date.

LESSEE: **CITY OF SAINT PAUL, MINNESOTA**

1. DESCRIPTION OF THE EQUIPMENT:

<u>SUPPLIER</u>	<u>QUANTITY</u>	<u>DESCRIPTION OF UNITS OF EQUIPMENT</u>	<u>SERIAL NUMBERS*</u> <u>(IF AVAILABLE)</u>
-----------------	-----------------	--	---

See Preliminary Equipment Description attached hereto and made a part hereof

together with all accessories, attachments, substitutions and accessions.

2. EQUIPMENT LOCATION: _____

* Lessee authorizes Lessor to insert serial numbers and additional description details of Equipment when determined by Lessor as provided in Section 16(g) of the Master Equipment Lease/Purchase Agreement.

3. The Rental Payments shall be made for the Equipment as follows:

DATE	PAYMENT	INTEREST	PRINCIPAL	PURCHASE OPTION PRICE*
------	---------	----------	-----------	---------------------------

See Payment Schedule attached hereto and made a part hereof.

* LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR IS \$2,656,794.80 AND THAT SUCH AMOUNT IS THE ISSUE PRICE FOR THE SCHEDULE FOR FEDERAL INCOME TAX PURPOSES. THE DIFFERENCE BETWEEN THE PRINCIPAL AMOUNT OF THIS SCHEDULE AND THE ISSUE PRICE IS THE FINANCING INCENTIVE OR ORIGINAL ISSUE DISCOUNT ("OID"), AS DEFINED IN SECTION 1288 OF THE CODE. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 2.516%. SUCH ISSUE PRICE WILL BE STATED IN THE APPLICABLE FORM 8038-G/8038-GC. YOU AGREE THAT THE REFERENCE TO "INTEREST" IN SECTION 14 OF THE AGREEMENT SHALL INCLUDE THE FINANCING INCENTIVE (OID).

4. For purposes of this Lease, "State" means the State of **MINNESOTA**.

5. Lessee's current Fiscal Period extends from _____ to _____.

6. The terms and provisions of the Master Equipment Lease/Purchase Agreement described above (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

7. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in such Master Equipment Lease/Purchase Agreement (particularly Section 3 thereof) are true and correct as though made on the date of execution of this Lease Schedule.

CITY OF SAINT PAUL, MINNESOTA,
as lessee

BANC OF AMERICA PUBLIC CAPITAL CORP
as lessor

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Counterpart No. 1 of 1 manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

* Assumes all Rental Payments and Additional Payments due on and prior to that date have been paid.

**CITY OF SAINT PAUL, MINNESOTA
PAYMENT SCHEDULE
500-3152805-000**

PAYMENT NO.	PAYMENT DUE DATE	PAYMENT	INTEREST	PRINCIPAL	PRINCIPAL BALANCE	PURCHASE OPTION PRICE*
Commencement Date:	01/15/2015				2,769,805.33	NC
1	04/15/2015	558,810.71	2,951.35	555,859.36	2,213,945.97	2,213,945.97
2	01/15/2016	558,810.71	7,084.71	551,726.00	1,662,219.97	1,662,219.97
3	01/15/2017	558,810.71	7,096.00	551,714.71	1,110,505.26	1,110,505.26
4	01/15/2018	558,810.71	4,740.74	554,069.97	556,435.29	556,435.29
5	01/15/2019	558,810.71	2,375.42	556,435.29	0.00	0.00
Grand Totals		2,794,053.55	24,248.22	2,769,805.33		

The original purchase price of the Equipment is \$2,769,805.33. The effective interest rate to Lessee is 0.0427% after the financing incentive is taken into consideration. For IRS purposes the breakdown of principal and pre-paid interest is reflected below

PAYMENT NO.	PAYMENT DUE DATE	PAYMENT	INTEREST	PRINCIPAL
1	04/15/2015	558,810.71	16,552.92	542,257.79
2	01/15/2016	558,810.71	39,770.06	519,040.65
3	01/15/2017	558,810.71	40,135.54	518,675.17
4	01/15/2018	558,810.71	27,088.00	531,722.71
5	01/15/2019	558,810.71	13,712.23	545,098.48
Grand Totals		2,794,053.55	137,258.75	2,656,794.80

* Assumes all Rental Payments and Additional Payments due on and prior to that date have been paid.

CITY OF SAINT PAUL, MINNESOTA

500-3152805-000

PRELIMINARY EQUIPMENT DESCRIPTION

DRAFT

Exhibit A-1
(To Lease Schedule No. **500-3152805-000**)
CERTIFICATE OF ACCEPTANCE

The undersigned, as Lessee under that certain Master Equipment Lease/Purchase Agreement No. **3152805** dated as of **January 9, 2015** (the "Agreement") which is incorporated by reference into that certain Lease Schedule No. **500-3152805-000** dated as of **January 9, 2015** (the "Lease"), each with **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor ("Lessor"), hereby certifies:

1. The items of the Equipment identified in the Lease (the "Equipment") have been delivered and installed at the location(s) set forth therein.
2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.
3. The estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment.
4. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.
5. The Equipment is covered by insurance in the types and amounts required by the Lease.
6. No event of default, as such term is defined in the Lease, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.
7. Sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Lease during Lessee's current fiscal year.
8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth in the Lease by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.
9. The following documents are attached hereto and made a part hereof:
 - (a) Equipment List;
 - (b) Original Invoice(s); and
 - (c) Copies of Certificate(s) of Origin, when applicable, designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing.

If Lessee paid an invoice prior to the commencement date of the Lease and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2.

CITY OF SAINT PAUL, MINNESOTA
as Lessee

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

EXHIBIT A-2
(To Lease Schedule No. **500-3152805-000**)

[ATTACH I.R.S. FORM 8038-G OR 8038-GC, AS APPROPRIATE]

DRAFT

EXHIBIT A-3
(To Lease Schedule No. **500-3152805-000**)

[ATTACH COPY OF INCUMBENCY CERTIFICATE, THE ORIGINAL OF WHICH IS ATTACHED TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3152805** AS EXHIBIT B.]

DRAFT

EXHIBIT A-4
(To Lease Schedule No. **500-3152805-000**)

[ATTACH COPY OF OPINION OF LESSEE'S COUNSEL, THE ORIGINAL OF WHICH IS ATTACHED TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3152805** AS EXHIBIT C.]

DRAFT

EXHIBIT A-5
(To Lease Schedule No. **500-3152805-000**)

TO BE TYPED ON LESSEE'S LETTERHEAD

BANC OF AMERICA PUBLIC CAPITAL CORP
135 S. LaSalle Street
Mail Stop IL4-135-10-12
Chicago, Illinois 60603

Re: Master Equipment Lease/Purchase Agreement No. **3152805** dated as of **January 9, 2015** and Lease Schedule No. **500-3152805-000** dated as of **January 9, 2015**, each between **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor, and **CITY OF SAINT PAUL, MINNESOTA**, as lessee - Essential Use of Equipment.

Gentlemen:

This letter is to confirm and affirm that the personal property (the "Equipment") subject to the above-referenced Lease Schedule No. **500-3152805-000** is essential to the governmental functions of **CITY OF SAINT PAUL, MINNESOTA**, as lessee ("Lessee").

The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority and not in any trade or business carried on by any person other than Lessee.

Very truly yours,

CITY OF SAINT PAUL, MINNESOTA

By: _____
Printed Name: _____
Title: _____

EXHIBIT A-6
(To Lease Schedule No. 500-3152805-000)

_____, 20_____

Insurance Agent: _____
Insurance Agency: _____
Address: _____
Telephone Number: _____
Facsimile Number: _____

RE: Insurance Requirements Under the Master Equipment Lease/Purchase Agreement No. 500-3152805 dated as of **January 9, 2015** and Lease Schedule No. **500-3152805-000** dated as of **January 9, 2015**, each by and between **BANC OF AMERICA PUBLIC CAPITAL CORP**,
_____ as Lessor, and **CITY OF SAINT PAUL, MINNESOTA**, as Lessee

Gentlemen:

In connection with the above-referenced Lease Schedule No. **500-3152805-000**, **CITY OF SAINT PAUL, MINNESOTA**, as lessee (the "Lessee"), is required to provide evidence of insurance for the coverages and endorsements set forth below, such evidence of insurance should reflect the interest of its assignee.

- A. Liability Insurance. Lessee is required to maintain public liability insurance, personal injury and property damage with policy limits of \$1,000,000.00. The policy should be endorsed to name **BANC OF AMERICA PUBLIC CAPITAL CORP** and/or its Assigns ("**BAPCC**") as an additional insured.
- B. Casualty Insurance. Lessee is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in Lease Schedule No. **500-3152805-000** attached hereto and in the amount not less than **2,769,805.33**. Such insurance shall be endorsed to name **BAPCC** as a co-loss payee with respect to such Equipment.

The required insurance should also be endorsed to give **BAPCC** 30 days prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of **BAPCC** shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Lessee appreciates your prompt attention to this matter.

Very truly yours,

CITY OF SAINT PAUL, MINNESOTA

By: _____
Name: _____
Title: _____

EXHIBIT A-7
(To Lease Schedule No. **500-3152805-000**)
[TO BE TYPED ON LESSEE'S LETTERHEAD]

January 9, 2015

BANC OF AMERICA PUBLIC CAPITAL CORP

135 S. LaSalle Street
Mail Stop IL4-135-10-12
Chicago, Illinois 60603

RE: Master Equipment Lease/Purchase Agreement No. **3152805** dated as of **January 9, 2015** and Lease Schedule No. **500-3152805-000** dated as of **January 9, 2015**, each by and between **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor, and **CITY OF SAINT PAUL, MINNESOTA**, as lessee - Self-Insurance

Gentlemen:

Under the above-referenced Lease Schedule No. **500-3152805-000**, **CITY OF SAINT PAUL, MINNESOTA**, as lessee ("Lessee"), is required to maintain certain insurance policies with respect to the Equipment subject thereto, provided that insurance policies are not required if Lessee has an adequate self-insurance program. This letter is for the purpose of describing Lessee's self-insurance program.

[Describe self-insurance program for property damage - whether a self-insurance fund or contingency fund is maintained; and whether there is an excess policy in which case an insurance authorization letter must be attached.]

[Describe self-insurance program for public liability risks - whether a self-insurance fund or contingency account is maintained; whether the Lessee's public liability exposure is capped pursuant to a Tort Claims Act; and whether the Lessee maintains an excess liability policy, in which case an insurance authorization letter must be attached.]

Please do not hesitate to contact me if you have any questions concerning this letter.

Very truly yours,

CITY OF SAINT PAUL, MINNESOTA

By: _____

Name: _____

Title: _____

EXHIBIT A-8
(To Lease Schedule No. **500-3152805-000**) – (IF APPLICABLE)

BANK-QUALIFIED DESIGNATION

INTENTIONALLY DELETED

DRAFT

EXHIBIT A-9
(To Lease Schedule No. **500-3152805-000**)

[ATTACH COPY OF AUTHORIZING RESOLUTION, THE ORIGINAL OF WHICH IS ATTACHED TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3152805** AS EXHIBIT D.]

DRAFT

EXHIBIT A-10
(To Lease Schedule No. **500-3152805-000**)
[Attach Form Ucc-1 With Attachment]

DRAFT

EXHIBIT B
INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Board Clerk of **CITY OF SAINT PAUL, MINNESOTA**, a body corporate and politic duly organized under the laws of the State of **MINNESOTA**, that I have custody of the records of such entity and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures, and (ii) such officers have the authority on behalf of such entity to enter into that certain Master Equipment Lease/Purchase Agreement No. **3152805** dated as of **January 9, 2015** (the "Agreement") between **CITY OF SAINT PAUL, MINNESOTA** and **BANC OF AMERICA PUBLIC CAPITAL CORP** and is duly authorized to execute Certificates of Acceptance, Requisition Request and other documents relating to the Agreement and any subsequent Lease Schedules thereto

NAME	TITLE	SIGNATURE
MICHAEL SOLOMON	DEBT MANAGER	_____
TODD HURLEY	FINANCE DIRECTOR	_____
CHRISTOPHER COLEMAN	MAYOR	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of **CITY OF SAINT PAUL, MINNESOTA** hereto this _____ day of _____ 20_____.

[SEAL]

Secretary Clerk

(other than the person signing the documents)

EXHIBIT C
OPINION OF LESSEE'S COUNSEL

(PLEASE FURNISH THIS TEXT ON ATTORNEY'S LETTERHEAD)
[To be dated the Funding Date for the Lease Schedule described herein]

BANC OF AMERICA PUBLIC CAPITAL CORP
135 S LaSalle Street, Mail Stop IL4-135-10-12
Chicago, Illinois 60603

Re: Master Equipment Lease/Purchase Agreement No. **3152805** dated as of **January 9, 2015**
and Lease Schedules thereto

Ladies and Gentlemen:

As counsel for the **CITY OF SAINT PAUL, MINNESOTA** ("Lessee"), I have examined the Master Equipment Lease-Purchase Agreement No. **3152805** duly executed by Lessee and dated as of **January 9, 2015** (the "Master Lease") which has been incorporated by reference into Lease Schedule No. **500-3152805-000** dated as of **January 9, 2015** ("Lease Schedule No. **500-3152805-000**"), each between Lessee and **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor ("Lessor"), the Escrow Agreement dated as of **January 9, 2015** (the "Escrow Agreement"), the form of the Certificate of Acceptance (the "Certificate of Acceptance") attached to Lease Schedule No. **500-3152805-000** and the proceedings taken by the governing body of Lessee to authorize on behalf of Lessee the execution and delivery of the Master Lease, Lease Schedule No. **500-3152805-000**, the Escrow Agreement, the Certificate of Acceptance and all additional equipment schedules related payment schedules and Escrow Agreements relating to the additional equipment schedule to be entered into pursuant to the Master Lease (each of which is herein referred to as an "Additional Lease Schedule") and to be executed and delivered in substantially the same manner and in substantially the same form as Lease Schedule No. **500-3152805-000**. The Master Lease, Lease Schedule No. **500-3152805-000**, the Escrow Agreement, and the related Certificate of Acceptance are herein collectively referred to as the "Lease." The Master Lease, any Additional Lease Schedule and the related Certificate of Acceptance are herein collectively referred to as an "Additional Lease." Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a corporate and politic duly organized and legally existing as a political subdivision, municipal corporation or similar public entity under the Constitution and laws of the State of **MINNESOTA** with full power and authority to enter into the Master Lease, Lease Schedule No. **500-3152805-000** the Escrow Agreement, the Certificate of Acceptance and each Additional Lease Schedule.
2. The Master Lease, Lease Schedule No. **500-3152805-000**, the Escrow Agreement, and each Additional Lease Schedule have each been duly authorized and have been, or, with respect to each Additional Lease Schedule, will be, duly executed and delivered by

Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Master Lease and Lease Schedule No. **500-3152805-000**, the Escrow Agreement constitute and, each Additional Lease Schedule will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

3. The Certificate of Acceptance has been duly authorized by Lessee and, when a Certificate of Acceptance is duly executed and delivered by Lessee in accordance with Lease Schedule No. **500-3152805-000** or any Additional Lease Schedule, the Lease and each Additional Lease to which a Certificate of Acceptance relates will constitute the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.
4. The Equipment to be leased pursuant to the Lease and each Additional Lease constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.
5. Lessee has complied with any applicable public bidding requirements in connection with the Lease, each Additional Lease and the transactions contemplated thereby.
6. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery or performance by Lessee of the Master Lease, Lease Schedule No. **500-3152805-000** or any Additional Lease Schedule or in any way to contest the validity of the Lease or any Additional Lease, to contest or question the creation or existence of Lessee or its governing body or the authority or ability of Lessee to execute or deliver the Lease or any Additional Lease or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Rental Payments or other amounts contemplated by the Lease or any Additional Lease.
7. The resolution adopted by Lessee's governing body authorizing the execution and delivery of the Master Lease, Lease Schedule No. **500-3152805-000**, the Certificate of Acceptance, the Additional Lease Schedules, each Certificate of Acceptance and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.
8. Lessee's name indicated above is its true, correct, and complete legal name.
9. The entering into and performance of the Master Lease, Lease Schedule No. **500-3152805-000**, the Escrow Agreement and each Additional Lease Schedule do not, and the execution of a Certificate of Acceptance by Lessee pursuant to Lease Schedule No. **500-3152805-000** and each Additional Lease Schedule will not, violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other

encumbrance upon any assets of Lessee or on the Equipment (as such term is defined in the Master Lease) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound.

This opinion is for the sole benefit of, and may be relied upon by, you and any permitted assignee or subassignee of Lessor under the Agreement, provided that we understand and agree that this opinion may be relied upon by special tax counsel if one is retained to render an opinion as to the exemption from federal income taxation of the interest component of payments to be made by Lessee pursuant to the Agreement.

Respectfully submitted,

Attorney

DRAFT

EXHIBIT D

FORM OF AUTHORIZING RESOLUTION

A Resolution of the Governing Body of the City of Saint Paul, Minnesota, Authorizing the Execution and Delivery of a Master Equipment Lease/Purchase Agreement No. 3152805 Date January 9, 2015 and a Separate Lease Schedule with Respect to the Acquisition, Purchase, Financing And Leasing of Certain Local Area Network Equipment and Software; Authorizing the Execution and Delivery of Documents Required in Connection Therewith; and Authorizing the Taking of all Other Actions Necessary to the Consummation of the Transactions Contemplated by this Resolution.

WHEREAS, CITY OF SAINT PAUL, MINNESOTA (the "Lessee"), a home rule charter city duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Minnesota, is authorized by the laws of the State of Minnesota to purchase, acquire and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the Lessee desires to purchase, acquire and lease certain local area network equipment and software constituting personal property necessary for the Lessee to perform essential governmental functions (the "Equipment"); and

WHEREAS, the Lessee has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the "Agreement") and separate Lease Schedules from time to time as provided in the Agreement with BANC OF AMERICA PUBLIC CAPITAL CORP (the "Lessor"), the form of which has been presented to the governing body of the Lessee at this meeting; and

WHEREAS, by entering into the Agreement, the Lessee will exercise the powers under the City's home rule charter and Minnesota Statutes, Section 465.71, as amended; and

WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and the separate Lease Schedules as provided in the Agreement for the purchase, acquisition and leasing of the equipment to be therein described on the terms and conditions therein provided;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of Lessee as follows:

Section 1. Approval of Documents. The form, terms and provisions of the Agreement and the separate Lease Schedule as provided in the Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Mayor and the Director of the Office of Financial Services, or their designees, of the Lessee or other members of the governing body of the Lessee executing the same, the execution of such documents being conclusive evidence of such approval; and the Mayor and the Director of the Office of Financial Services, or their designees, of the Lessee is hereby authorized and directed to execute, and the Mayor and the Director of the Office of Financial Services, or their designees, of the Lessee is hereby authorized and directed to attest and countersign, the Agreement and each Lease Schedule and any related Exhibits attached thereto and to deliver the Agreement and each Lease Schedule (including such Exhibits) to the respective parties thereto.

Section 2. Other Actions Authorized. The officers and employees of the Lessee shall take all action necessary or reasonably required by the parties to the Agreement and each Lease Schedule to carry out, give effect to and consummate the transactions contemplated thereby (including the execution and delivery of Acceptance Certificates and any tax certificate and agreement, each with respect to separate Lease Schedules, as contemplated in the Agreement) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement and each Lease Schedule; provided, however, the Agreement and each Lease Schedule per law shall include “a not to exceed an amount of \$3,700,000” and a “not to exceed an interest rate of 3.00% per annum”.

Section 3. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease Schedule nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease Schedule or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under each Lease are special limited obligations of the Lessee as provided in such Lease.

Section 4. Appointment of Authorized Lessee Representatives. The Mayor and the Director of the Office of Financial Services, or their designees, of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and each Lease Schedule until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and each Lease Schedule.

Section 5. Not Qualified Tax-Exempt Obligations. The Agreement with each Lease Schedule, together with other tax-exempt obligations previously issued by and anticipated to be issued by the Lessee in calendar years 2014 or 2015 exceed \$10,000,000. Therefore, the Lessee cannot and does not designate the Equipment financing as a “qualified tax-exempt obligation” for purposes of Section 265 of the Internal Revenue Code of 1986, as amended (the “Code”).

Section 6. No General Obligation Pledge; Initial Appropriation. The Agreement (and each Lease Schedule) is not a general obligation of the Lessee, but rather the Agreement (and each Lease Schedule) is payable from amounts to be annually appropriated, and the full faith, credit and taxing powers of the Lessee are not pledged to the payment of the Agreement (and each Lease Schedule). By other actions to be taken with respect to the calendar year 2015 City budget, the City Council will consider the appropriation of money to make the payments due on Leases in calendar year 2015.

Section 7. Records and Certificates. The officers of the Lessee are hereby authorized and directed to prepare and furnish to the Lessor and Barnes & Thornburg LLP, as bond counsel to the Lessee, certified copies of all proceedings and records of the Lessee relating to the Agreement and each Lease Schedule and to the financial condition and affairs of the Lessee, and such other affidavits, certificates and information as are required to show the fact relating to the legality of the Agreement, and all such certified copies, certificates, and affidavits, including any heretofore furnished, shall be deemed representations of the Lessee as to the facts recited therein.

Section 8. Negative Covenants as to Use or Proceeds and Equipment. The Lessee hereby covenants not to use the proceeds of the Agreement or to use the Equipment, or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Equipment, in such a manner as to cause the Agreement to be a “private activity bond” within the meaning of Sections 103 and 141 through 150 of the Code. The Lessee reasonably expects that no actions will be taken over the term of the Agreement that would cause it to be a “private activity bond”, and the average term of Agreement and each Lease Schedule is not longer than reasonably necessary for the governmental

purpose. The Lessee hereby covenants not to use the proceeds of the Agreement in such a manner as to cause the Agreement to be a "hedge bond" within the meaning of Section 149(g) of the Code.

Section 9. Bond Counsel. Lessee consents that Barnes & Thornburg LLP is hereby designated as its bond counsel with respect to the Agreement and is hereby authorized to take all actions necessary to prepare necessary documents to permit the execution of the Leases and the financing of the Equipment.

Section 10. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 11. Repealer. All bylaws, orders and resolutions or parts thereof, inconsistent herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed as reviving any bylaw, order, resolution or ordinance or part thereof.

Section 12. Headings. Headings in this resolution are included for convenience only and are not a part hereof. The Headings in this resolution are not intended to limit or define the meaning of any provision hereto.

Section 13. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

Adopted by the City Council of the City of Saint Paul, Minnesota on this 17th day of December, 2014.

CITY OF SAINT PAUL, MINNESOTA
as lessee

[SEAL]

By: _____
Printed Name: _____
Title: _____

ATTEST:

By: _____

Printed: _____

Title: _____

EXHIBIT E
SOFTWARE ADDENDUM

THIS SOFTWARE ADDENDUM DATED JANUARY 9, 2015 (this “*Addendum*”) to that certain MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT 3152805 DATED AS OF January 9, 2015 (the “*Agreement*”) is made by and between BANC OF AMERICA PUBLIC CAPITAL CORP (“*Lessor*”) and CITY OF SAINT PAUL, MINNESOTA (“*Lessee*”).

For and in consideration of the mutual promises and agreements contained in the *Agreement* to which this Addendum is attached, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. As used in the *Agreement*, the term “*Equipment*” shall include any combination or all of computer hardware, Licensed Software and capitalizable consulting and other services as may be leased pursuant to the *Agreement*. “*Licensed Software*” means the license for the software products and materials described in the *Agreement*, if applicable, including the related services and upgrades or updates made pursuant to the license, any replacements or substitutions therefor, and other rights granted in a software license agreement.

2. Notwithstanding anything to the contrary in the *Agreement* (including Section 1(e) thereof), to the extent that any of the *Equipment* constitutes Licensed Software and nonappropriation occurs, Lessee hereby agrees (1) to cease immediately all further use of such Licensed Software and, to the extent required under the applicable software license agreement, return such Licensed Software to the licensor thereof; (2) to destroy any and all remaining copies of the Licensed Software in the possession or under the control of Lessee; and (3) to discontinue use of any services provided with respect to such Licensed Software. Lessee acknowledges that Lessor may request the licensor to immediately terminate all licenses granted to Lessee related to any Licensed Software subject to the *Agreement* upon the occurrence of nonappropriation and to withhold support, consulting and all other related services.

3. Notwithstanding anything to the contrary in the *Agreement* (including Section 4 thereof), title to the *Equipment* shall vest in Lessee, subject to the rights of Lessor under the *Agreement* and subject to the terms of any applicable software license with respect to Licensed Software. Any software license agreement or other agreement covering Licensed Software shall be separate and distinct from this *Agreement*, and Lessor shall not have any rights or obligations under such software license or other agreement unless otherwise agreed in writing. The rental charges on any Schedule attributable to the financing of the Licensed Software shall be deemed rental payments hereunder. Lessee and Lessor agree that any language pertaining to Lessor’s ownership of the *Equipment* does not apply to the Licensed Software. In the event of a default or nonappropriation, title to the *Equipment* (other than Licensed Software) shall immediately vest in Lessor. The security interest granted to Lessor pursuant to the *Agreement* includes Lessee’s rights to the Licensed Software, but excludes intellectual property related to the Licensed Software.

4. Notwithstanding anything to the contrary in the *Agreement* (including Section 5(b) thereof), Lessee shall install all later production versions and maintenance or enhancement releases received under the license agreement relating to the portion (if any) of the *Equipment* that consists of Licensed Software or any maintenance or service agreement.

5. In addition to the indemnities that Lessee agrees to provide pursuant to the *Agreement*, to the extent permitted by the laws and Constitution of the STATE, Lessee hereby assumes and agrees to indemnify, protect, save and keep harmless Lessor, its agents and employees, from and against any and all losses, damages, injuries,

claims, demands and expenses, including legal expenses, of whatsoever kind and nature, arising on account of any termination of licenses with respect to Licensed Software or withholding of support, consulting or other services in connection with Lessor's exercise of its rights upon the occurrence of nonappropriation or an event of default under the Agreement.

6. Notwithstanding anything to the contrary in the Agreement (including Section 7 thereof), to the extent that any of the Equipment constitutes Licensed Software, requirements under the Agreement regarding insurance of the Equipment shall not apply to such Licensed Software.

7. Notwithstanding anything to the contrary in the Agreement (including Section 13(b)(1) thereof), upon the occurrence of an event of default Lessor shall not be entitled to retake possession of Licensed Software. To the extent that any of the Equipment under the Agreement constitutes Licensed Software and an event of default occurs, Lessee hereby agrees (1) to cease immediately all further use of such Licensed Software and, to the extent required under the applicable software license agreement, return such Licensed Software to the licensor thereof; (2) to destroy any and all remaining copies of the Licensed Software in the possession or under the control of Lessee; and (3) to discontinue use of any services provided with respect to such Licensed Software. Lessee acknowledges that Lessor may request the licensor to immediately terminate all licenses granted to Lessee related to any Licensed Software subject to the Agreement upon the occurrence of an event of default and to withhold support, consulting and all other services. Lessee agrees to permit Lessor's verification of Lessee's cessation of use of the Licensed Software.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this Software Addendum to be duly executed and delivered on this __ day of _____, 20__.

CITY OF SAINT PAUL, MINNESOTA
Lessee

BANC OF AMERICA PUBLIC CAPITAL CORP
Lessor

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ESCROW AGREEMENT

This Escrow Agreement (this "Agreement"), dated as of **January 9, 2015**, by and among **BANC OF AMERICA PUBLIC CAPITAL CORP**, (together with its successors and assigns, hereinafter referred to as "Lessor"), **CITY OF SAINT PAUL, MINNESOTA**, a political subdivision of the State of **MINNESOTA** (hereinafter referred to as "Lessee") and Bank of America, National Association, a national banking association organized under the laws of the United States of America "Escrow Agent").

Reference is made to Lease Schedule No. **500-3152805-000** dated **January 9, 2015** to that certain Master Equipment Lease/Purchase Agreement No. **3152805** dated as of **January 9, 2015** between Lessor and Lessee (hereinafter referred to as the "LEASE"), covering the acquisition and financing of certain Equipment described therein (the "Equipment"). It is a requirement of the LEASE that purchase price of the Equipment not to exceed (**\$2,769,805.33**) be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the LEASE, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

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

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "**CITY OF SAINT PAUL, MINNESOTA** "Escrow Account" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof. The Escrow Account shall commence when the Lessor deposits **\$2,769,805.33** into the Escrow Account and terminates as provided for in Section 1 (d) hereof (the "Acquisition Period").

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions designating a short-term investment for cash, cash in the Escrow Account shall remain uninvested. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Escrow Account. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account and is not a trustee or a fiduciary to Lessee. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this agreement, "Qualified Investments" means any investments which meet the requirements of the State of Illinois.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall deposit into the Escrow Account any funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period and (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account or (ii) written notice given by Lessor of the occurrence of a default or termination of the LEASE due to non-appropriation.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the LEASE, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the LEASE until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the LEASE, or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation ("the Effective Date"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no fiduciary or implied duties responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefore, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that Disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due and the manner of disbursement (check or wire). The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such requisition shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1 certifying that: (i) an obligation in the stated amount has been incurred by Lessee, and that the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the LEASE, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof); (ii) the Authorized Representative has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made; (iii) such requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date of such certificate, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee); (iv) the Equipment is insured in accordance with the LEASE; (v) no Event of Default (nor any event which, with notice or laps of time or both, would become an Event of Default) has occurred and is continuing and (vi) the representations, warranties and covenants of Lessee set forth in the LEASE are true and correct as of the date hereof.

2. Delivery to Lessor invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 4 of the LEASE and any additional documentation reasonably requested by Lessor; and

3. The disbursement shall occur during the Acquisition Period.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in the LEASE, Lessor will cause the purchase price of the Equipment to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely, any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period and (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the LEASE in accordance with Section 2 of the LEASE.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to

Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Acquisition Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the state of Illinois ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the LEASE. This agreement may not be amended except in writing signed by all parties hereto. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor: BANC OF AMERICA PUBLIC CAPITAL CORP
135 South LaSalle Street
Mail Code: IL4-135-10-12
Chicago, IL 60603
Attn: Maria Herrera, Senior Operations Consultant
Phone: (312) 828-3564
Fax: (312) 453-3208
Maria.a.herrera@baml.com

If to Lessee: CITY OF SAINT PAUL, MINNESOTA
15 W. KELLOGG BOULEVARD
SAINT PAUL, MINNESOTA 55102
Attn: MR. MICHAEL SOLOMON
DEBT MANAGER
Phone: (651) 266-8837
Fax: (651) 266-8541

If to Escrow Agent Bank of America, National Association
Global Custody and Agency Services
135 S. LaSalle Street, Suite 511
IL4-135-05-07
Chicago, Illinois 60603
Attention: Alice M. Wolan
Telephone: (312) 992-9782

Fax: (312) 992-9833
Alice.m.wolan@baml.com

9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and CITY OF SAINT PAUL, MINNESOTA as payee. Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the parties hereto consent to jurisdiction in the State of Illinois and venue in any state or Federal court located in the City of Chicago.

11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

13. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process. Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

In Witness Whereof, the parties have executed this Escrow Agreement as of the date first above written.

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor

CITY OF SAINT PAUL, MINNESOTA
as Lessee

By: _____

By: _____

Name: _____

Name: Matt Grose

Title: _____

Title: Superintendent

Bank of America, National Association
As Escrow Agent

By: _____

Name: _____

Title: _____

DRAFT

SCHEDULE 1
to the Escrow Agreement

FORM OF DISBURSEMENT REQUEST

Re: Lease Schedule No. 500-3152805-000 dated January 9, 2015 Master Equipment Lease/Purchase Agreement No. 3152805 dated as of January 9, 2015 (the "LEASE") by and between BANC OF AMERICA PUBLIC CAPITAL CORP, as Lessor CITY OF SAINT PAUL, MINNESOTA, as Lessee. (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the LEASE)

In accordance with the terms of the Escrow Agreement, dated as of January 9, 2015 (the "Escrow Account Agreement") by and among BANC OF AMERICA PUBLIC CAPITAL CORP ("Lessor"), CITY OF SAINT PAUL, MINNESOTA ("Lessee") and Bank of America, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
		\$	
		\$	
		\$	
		\$	

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the LEASE, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the LEASE.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the LEASE has occurred and is continuing at the date hereof.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the LEASE are true and correct as of the date hereof.

Dated: _____ 20__

CITY OF SAINT PAUL, MINNESOTA
As Lessee under the LEASE

By: _____
Name: _____
Title: _____

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor

By: _____
Name: _____
Title: _____

DRAFT

EXHIBIT A-1
FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting _____ [Secretary] [City Clerk] [County Clerk] of CITY OF SAINT PAUL, MINNESOTA ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Lease Schedule No. 500-3152805-000 dated January 9, 2015 to that certain Master Equipment Lease/Purchase Agreement No. 3152805 dated as of January 9, 2015 by and between Lessee and BANC OF AMERICA PUBLIC CAPITAL CORP ("*Lessor*"), the Escrow Agreement dated as of January 9, 2015 among Lessor, Lessee and Bank of America, National Association, as Escrow Agent, and all documents related thereto and delivered in connection therewith (collectively, the "*Agreements*"), and the Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
MICHAEL SOLOMON	DEBT MANAGER	_____
TODD HURLEY	FINANCE DIRECTOR	_____
CHRISTOPHER COLEMAN	MAYOR	_____

Dated: _____

By: _____

Name: _____

Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

EXHIBIT A-2

Insert Vendor Specific Agency Notification Page

DRAFT

CERTIFICATE OF ACCEPTANCE NO. _____

The undersigned, as Lessee under Lease Schedule No. **500-3152805-000** dated **January 9, 2015** to Master Equipment Lease/Purchase Agreement No. **3152805** dated as of **January 9, 2015** (the "Agreement") with **BANC OF AMERICA PUBLIC CAPITAL CORP** ("Lessor"), hereby certifies:

1. The items of the Equipment, as such term is defined in the Agreement, fully and accurately described on the Equipment List attached hereto have been delivered and installed at the location(s) set forth therein.
2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by the Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.
3. The estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment.
4. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.
5. The Equipment is covered by insurance in the types and amounts required by the Agreement.
6. No event of default, as such term is defined in the Agreement, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.
7. Sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Agreement during Lessee's current fiscal year.
8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth on the Equipment List by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.
9. The following documents are attached hereto and made a part hereof:
 - (a) Equipment List
 - (b) Original Invoice(s)
 - (c) Copies of Certificate(s) of Origin designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing
 - (d) Disbursement Request

If Lessee paid an invoice prior to the commencement date of the Agreement and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

CITY OF SAINT PAUL, MINNESOTA

Lessee

By: _____
Date: _____

EQUIPMENT LIST

Attached to and made a part of Certificate of
Acceptance No. _____ executed and delivered pursuant to that
certain Lease Schedule No. **500-3152805-000** dated **January 9, 2015** to
Master Equipment Lease/Purchase Agreement No. **3152805** dated as of **January 9, 2015**
by and between **BANC OF AMERICA PUBLIC CAPITAL CORP**,
as Lessor, and **CITY OF SAINT PAUL, MINNESOTA**, as Lessee

TOTAL PURCHASE PRICE \$ _____

DRAFT

SCHEDULE 1
to the Escrow Agreement
FORM OF DISBURSEMENT REQUEST

Re: Lease Schedule No. 500-3152805-000 dated January 9, 2015 Master Equipment Lease/Purchase Agreement No. 3152805 dated as of January 9, 2015 (the "LEASE") by and between BANC OF AMERICA PUBLIC CAPITAL CORP, as Lessor CITY OF SAINT PAUL, MINNESOTA, as Lessee. (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the LEASE)

In accordance with the terms of the Escrow Agreement, dated as of January 9, 2015 (the "Escrow Account Agreement") by and among BANC OF AMERICA PUBLIC CAPITAL CORP ("Lessor"), CITY OF SAINT PAUL, MINNESOTA ("Lessee") and Bank of America, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow Account Agreement for the following purposes:

Disbursement Amounts:

Payee's Name and Address (if disbursement via wire, must include wire transfer instructions)	Invoice Number	Dollar Amount	Purpose
		\$	
		\$	
		\$	
		\$	

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the LEASE, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the LEASE.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the LEASE has occurred and is continuing at the date hereof.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the LEASE are true and correct as of the date hereof.

Dated: _____ 20__

CITY OF SAINT PAUL, MINNESOTA
As Lessee under the LEASE

By: _____
Name: _____
Title: _____

Disbursement of funds from the Escrow
Account in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor

By: _____
Name: _____
Title: _____

DRAFT

TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE

This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Master Equipment Lease/Purchase Agreement No. **3152805** dated as of **January 9, 2015** and Lease Schedule No. **500-3152805-000** dated **January 9, 2015** by and between **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor, ("Lessor") and **CITY OF SAINT PAUL, MINNESOTA**, as lessee, ("Lessee").

1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Lease Schedule No. **500-3152805-000** dated **January 9, 2015** to Master Equipment Lease/Purchase Agreement **3152805** dated as of **January 9, 2015** (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto (the Lease and such other documents are hereinafter collectively referred to as the "Financing Documents").

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.

1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

1.4. Lessee has never been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.

1.5. The rental payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financing Documents or pledged as security therefor.

1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

2. Purpose of the Financing Documents.

2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing certain equipment which is essential to the governmental functions of Lessee (the "Equipment"), which Equipment is described in the Description of Equipment attached to the Lease and is to be more specifically described in one or more Equipment Lists to be attached to Certificate(s) of Acceptance executed and delivered by Lessee pursuant to the Lease. The initial principal amount represented by the Financing Documents will be deposited in escrow by Lessor

pending acquisition of the items of Equipment and held by Deutsche Bank National Trust Company, as escrow agent (the "Escrow Agent") under the terms of that certain Escrow Agreement dated as of **January 9, 2015** (the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.

2.2. No portion of the amount deposited in escrow, and interest earnings thereon, will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.

2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financing Documents.

3. Source and Disbursement of Funds.

3.1. The amount deposited by Lessor in the escrow fund held by the Escrow Agent under the Escrow Agreement, and the interest contemplated to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the items of Equipment.

3.2. It is contemplated that the entire amount deposited in escrow, plus interest earnings thereon, will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the monies in the escrow fund may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.3 below are satisfied.

3.3. Lessee shall not request that any funds be disbursed from the escrow fund held by the Escrow Agent under the Escrow Agreement to reimburse it for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:

(a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. § 1.150-2;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months

after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. § 1.148-10 by, virtue of, among other things, use to refund, or to create or increase a reserve or replacement fund with respect to, any other obligations issued by it.

4. Temporary Period.

4.1. Lessee expects, within six months from the date hereof, (a) to have had disbursed from escrow an amount in excess of the lesser of 2 1/2% of the amount deposited in escrow by Lessor or \$100,000, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.

4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.3. The items of Equipment being acquired by Lessee will be delivered at various times from _____, ____ to _____, _____. At least 15% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 18 months from the date of issuance of the Financing Documents. It is anticipated that all Equipment will be delivered and accepted, and all funds provided by Lessor and interest earnings thereon expended, prior to _____.

4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Lessee.

5. Escrow Account.

The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a

"federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment.

6. Exempt Use.

6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Code.

6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

8. Miscellaneous.

8.1. Lessee agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason Section 148(f)(4)(B) of the Code is not applicable to the financing pursuant to Financing Documents.

8.2. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.3. Lessee shall maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of six years after payment in full under the Financing Documents.

IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Lessee as of the date set forth below.

CITY OF SAINT PAUL, MINNESOTA

Lessee

By: _____

Name: _____

Title: _____

Date: _____

DRAFT

ATTACHMENT TO UCC-1

LESSEE/DEBTOR: **CITY OF SAINT PAUL, MINNESOTA**

LESSOR/SECURED PARTY: **BANC OF AMERICA PUBLIC CAPITAL CORP**

The equipment leased pursuant to that certain Master Equipment Lease/Purchase Agreement No. **3152805** dated as of **January 9, 2015** and Lease Schedule No. **500-3152805-000** dated **January 9, 2015**, by and between Lessor/Secured Party, as lessor, and Lessee/Debtor, as lessee, and all replacements, substitutions and alternatives therefor and thereof and accessions thereto and all proceeds (cash and non-cash), including the proceeds of all insurance policies or condemnation awards, thereof. To the extent any of the "equipment" is "Licensed Software", as defined in the Master Equipment Lease/Purchase Agreement, this financing statement covers Lessee's rights in and to such Licensed Software, and all upgrades, updates, replacements and substitutions therefor and proceeds thereof. The "equipment," including any "Licensed Software, is more fully described below:

The cash and negotiable instruments from time to time comprising the Escrow Fund created pursuant to that certain Escrow Agreement dated as of **January 9, 2015** by and among **BANC OF AMERICA PUBLIC CAPITAL CORP**, Lessee and Bank of America, National Association, as escrow agent, and all proceeds thereof.



BANC OF AMERICA PUBLIC CAPITAL CORP
INFORMATION SHEET

LESSEE NAME: CITY OF SAINT PAUL, MINNESOTA

FEDERAL I.D.: _____

BILLING ADDRESS:

Billing Contact

Street Address or Post Office Box

City, State and Zip

Phone Number

Fax Number

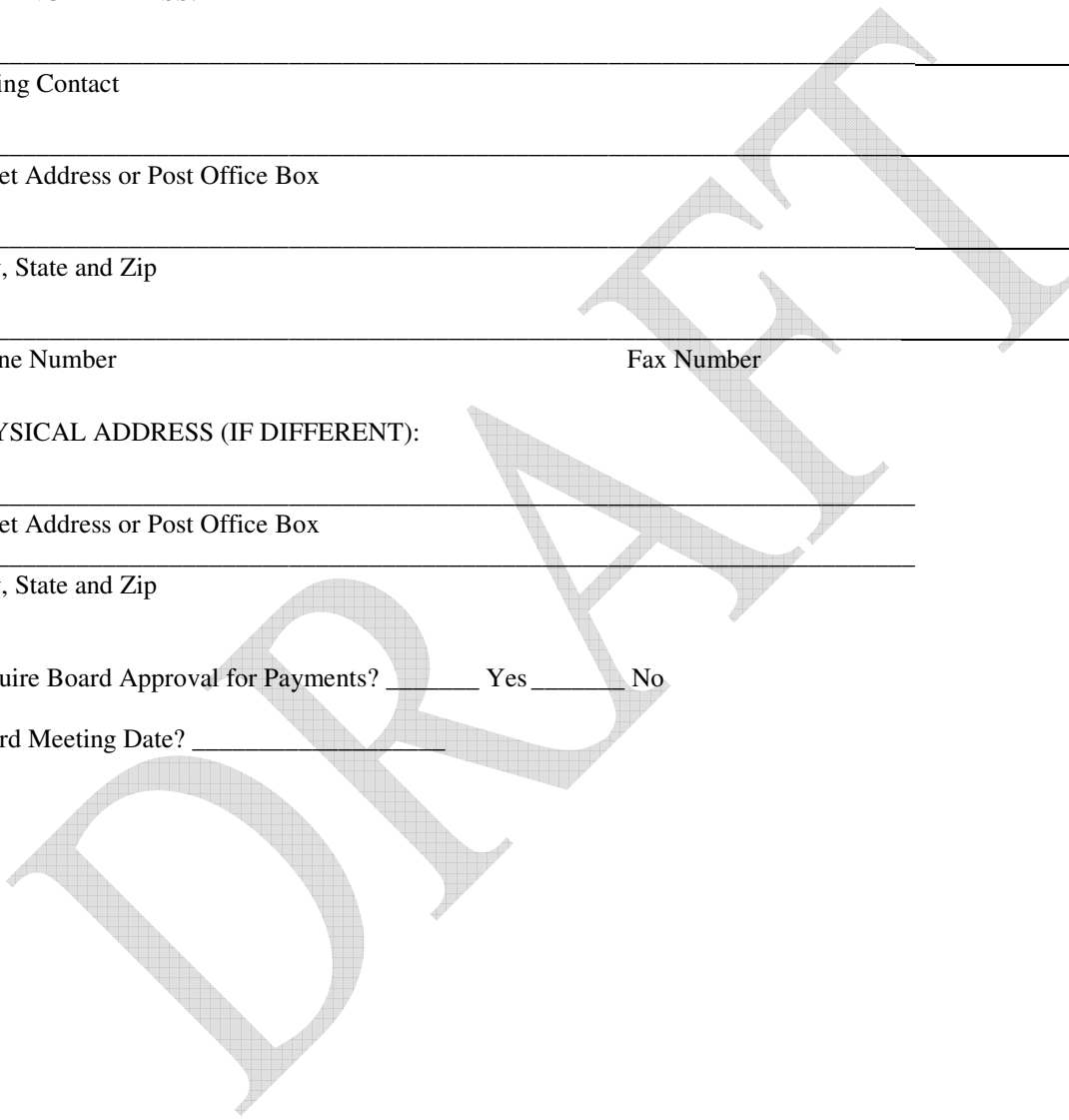
PHYSICAL ADDRESS (IF DIFFERENT):

Street Address or Post Office Box

City, State and Zip

Require Board Approval for Payments? _____ Yes _____ No

Board Meeting Date? _____



W - 9 FORM

DRAFT