

**STATE OF GEORGIA LEASE RIDER
To**

SCHEDULE OF PROPERTY NO. 1 DATED _FEBRUARY __, 2016,

WHICH INCORPORATES BY REFERENCE THE TERMS AND PROVISIONS OF THAT CERTAIN

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT DATED AS OF FEBRUARY __, 2016, AS
AMENDED

LESSEE:

City of Alpharetta, Georgia
2 Park Plaza, 2nd Floor
City of Alpharetta, Georgia 30009

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

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

1. Definitions. Each capitalized term used, but not defined, herein shall have the same meaning as when such term is used in the Lease. As used in this Rider, "Lease" shall mean the Schedule of Property described above to which this Rider is attached and incorporated therein by this reference, which Schedule of Property is entered into pursuant to, and incorporates by reference the terms and provisions of, the Master Equipment Lease/Purchase Agreement described above, as amended by the Master Amendment thereto (as so amended, the "Master Lease").

2. Amendment to Section 6.01 of the Master Lease. Section 6.01 of the Master Lease is hereby amended in its entirety to read as follows:

Section 6.01. Title for State Law Purposes; Beneficial Rights and Interests of Lessee. During the Lease Term under each Lease, title in and to each item of the Equipment shall be vested in Lessor to the extent required by Section 36-60-13(a)(4) of the Official Code of Georgia Annotated; *provided, however,* that during the Lease Term under each Lease and so long as no Event of Default or Event of Non-appropriation has occurred thereunder, all beneficial right and interest in and to, and duties and obligations with respect to, the use and possession of the Equipment shall commence on the applicable Commencement Date for the benefit of Lessee and thereupon be subject to the terms and conditions of the related Lease; *provided further, however,* that Lessee shall be, and shall be treated as, the owner of the Equipment under each Lease for federal income tax purposes. Lessee shall at all times protect and defend, at its own cost and expense, Lessor's title and Lessee's beneficial rights and interests in and to the Equipment under each Lease from and against all claims, liens and legal processes of Lessor's or Lessee's

creditors and other persons, and keep all Equipment under each Lease free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon termination of a Lease pursuant to Section 3.03 of the Agreement, full and unencumbered legal and beneficial title to the Equipment under the affected Lease shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such full and unencumbered beneficial title to Lessor and termination of Lessee's rights and interests therein, and upon request by Lessor, Lessee shall deliver possession of the Equipment under the affected Lease to Lessor in accordance with Section 3.03 or 12.02, as applicable. Upon prepayment by Lessee of all of its obligations under a Lease pursuant to Section 10.01, Lessor's title shall automatically transfer to Lessee, Lessor shall have no further interest therein and Lessor shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence termination of Lessor's title and other interests in and to the Equipment under the affected Lease.

3. Deletion of Section 6.02 of the Master Lease and Amendment to Related Provisions. (a) Section 6.02 of the Master Lease is hereby deleted in its entirety.

(b) Section 3.04(a)(vii) of the Master Lease is hereby amended in its entirety to read as follows: "All documents, including financing statements, affidavits, notices and similar instruments, which Lessor deems necessary or appropriate, with respect to Lessor's interests under a Lease as provided in Section 6.01."

(c) Clause (xv) of Section 3.04(a) of the Master Lease is renumbered as clause (xvii) and the following are hereby added as clauses (xv) and (xvi) to such Section 3.04(a): "(xv) evidence that Lessee's purchase (or a Vendor's purchase for Lessee's use) of Equipment pursuant to the related Lease is exempt from Georgia State sales tax; (xvi) Evidence that Lessor's title to the Equipment to the extent required by applicable State law until the end of the applicable Lease Term does not, and will not, result in an obligation of Lessor to pay any *ad valorem* property (whether on real or personal property) or other taxes of any kind under State law or, if any such taxes are so payable during such Lease Term, that Lessee has expressly provided for payment of such taxes in accordance with Section 7.01 of the related Lease from funds legally available for such purpose; and"

(d) Lessee hereby expressly acknowledges and agrees that Lessee's obligation to pay taxes with respect to the Equipment under a Lease as provided in Section 7.01 thereof shall include any and all taxes payable with respect to Lessor's title and interest therein as provided in Section 6.01 and otherwise in the related Lease or with respect to the ownership, leasing, rental, sale, purchase, possession or use of any such Equipment. Taxes that Lessee agrees to pay under Section 7.01 (as hereby supplemented) consist of present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (i) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, (ii) *ad valorem* property taxes and (iii) interest, penalties or fines on any of the foregoing.

(e) The last paragraph of Section 10.01 of the Master Lease is hereby deleted in its entirety.

(f) Any and all references in the Master Lease to a “security interest” granted to Lessor in and to any of the Equipment under a Lease or to Lessor as a “secured party” under a Lease are hereby amended, and shall be construed, to mean Lessor’s title and interests in and to the Equipment under such Lease and as holder of title in and to such Equipment, all as provided in Section 6.01 of the Master Lease (as amended by this Lease Rider).

4. Certificate of Compliance with Georgia Law. Attached hereto as *Attachment 1* is the Certificate of Compliance with Georgia Law with respect to the Lease, as required by Section 3.04(a)(iii) of the Master Lease.

5. Original Master Lease Otherwise to Remain in Full Force and Effect. Except as otherwise expressly provided in this Lease Rider, the original Master Lease shall remain in full force and effect as originally executed and delivered.

IN WITNESS WHEREOF, Lessor and Lessee have each caused this State of Georgia Lease Rider to be duly executed and delivered on this ____ day of February, 2016.

LESSEE:
CITY OF ALPHARETTA, GEORGIA

LESSOR:
BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**ATTACHMENT 1 TO
STATE OF GEORGIA LEASE RIDER**

CERTIFICATE OF COMPLIANCE WITH GEORGIA LAW RELATING TO

THE LEASE DESCRIBED IN THE RIDER TO WHICH THIS CERTIFICATE IS ATTACHED

In connection with execution and delivery on the date hereof of the Lease referred to above, the undersigned hereby certifies and represents for and on Behalf of Lessee that: (a) the sum of (i) the aggregate principal component of Rental Payments under the Lease *plus* (ii) the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia does not exceed 10% of the assessed value of all taxable property within Lessee; (b) the Equipment financed pursuant to the Lease has not been the subject of a referendum which failed to receive the approval of Lessee's voters within the four calendar years immediately preceding the date of execution and delivery of the State of Georgia Lease Rider to which this Certificate is attached; and (c) Lessee's total obligation for each calendar year during the full stated Lease Term of the Lease is the sum of the Rental Payments that are payable during each such calendar year as shown on the Rental Payment Schedule attached to and made a part of the related Schedule.

DATED this ____ day of February, 2016.

LESSEE: City of Alpharetta, Georgia

By: _____
Name: _____
Title: _____