

RESOLUTION NO. 051200

PASSED: April 24, 2006

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF GAINESVILLE, FLORIDA, APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER LEASE PURCHASE AGREEMENT AND RELATED LEASING SCHEDULE WITH SIEMANS FINANCIAL SERVICES, INC. PERTAINING TO CERTAIN EQUIPMENT; DELEGATING TO EACH OF THE CITY MANAGER, THE ADMINISTRATIVE SERVICES DIRECTOR AND THE FINANCE DIRECTOR OF THE CITY THE AUTHORITY TO EXECUTE AND DELIVER SUCH MASTER LEASE PURCHASE AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY; PROVIDING CERTAIN OTHER DETAILS IN CONNECTION WITH SUCH TRANSACTION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission (the "City Commission") of the City of Gainesville, Florida (the "City" or "Lessee") has reviewed and determined its anticipated equipment requirements; and

WHEREAS, the City Commission has determined that it is in Lessee's best interest to acquire the equipment (the "Equipment") described in the Leasing Schedule attached thereto, which incorporates the terms and conditions of the Master Lease Purchase Agreement to be entered into by the Lessee and Siemens Financial Services, Inc., copies of which documents are attached hereto as Exhibit A, and to lease such equipment pursuant to the terms set forth in such documents.

THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION THAT:

1. Lessee shall acquire the Equipment through the lease-purchase arrangement set forth in the attached documents.
2. The proposed forms of the Leasing Schedule (the "Lease"), as incorporating the terms and conditions of the Master Lease Purchase Agreement (the "Agreement"), between Siemens Financial Services, Inc. and the Lessee are hereby approved in substantially the forms attached hereto as Exhibit "A," subject to such changes, deletions, modifications and completion of blanks therein as the City Manager, the Administrative Services Director or the Finance Director of the City (acting individually, the "City's Authorized Representative") shall approve. The City's Authorized Representative is hereby authorized to execute (i) the Agreement and the Lease, as incorporating the terms and conditions of the Agreement, substantially in the form attached hereto with such

changes or amendments as are approved by the City's Authorized Representative executing the Lease, such approval to be conclusively evidenced by that officer's execution of the Lease and the Agreement, and (ii) all documents, instruments, certificates and agreements related to the Lease, including an Escrow Agreement among the City, Siemens Financial Services, Inc. and JPMorgan Chase Bank, N.A.

3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 24th day of April, 2006.

CITY OF GAINESVILLE, FLORIDA

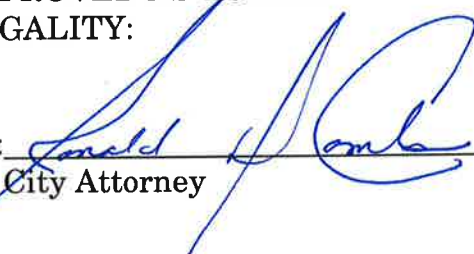
(SEAL)

ATTEST:

By: 
Mayor

By: 
Clerk of the Commission

APPROVED AS TO FORM AND
LEGALITY:

By: 
City Attorney

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MASTER LEASE PURCHASE AGREEMENT DATED April 11, 2006

This Master Lease Purchase Agreement (herein "Agreement") is by and between SIEMENS FINANCIAL SERVICES, INC., as lessor ("Lessor"), and City of Gainesville, Florida, as lessee ("Lessee").

- 1. Master Lease.** This Agreement sets forth the basic terms and conditions upon which Lessor shall lease to Lessee and Lessee shall lease from Lessor items of property specified in leasing schedules (herein "Leasing Schedules") to be entered into from time to time. Each Leasing Schedule shall incorporate the terms and conditions of the Agreement and shall constitute a lease as to the property specified in such Leasing Schedule (herein "Equipment"). The term "Lease" as used in the Agreement shall mean the applicable Leasing Schedule as incorporating the terms and conditions of the Agreement. The Agreement shall become effective at the time of Lessor's acceptance (by execution hereof) at its New Jersey headquarters, by an authorized representative of Lessor.
- 2. Term.** The lease term of the Equipment (herein "Lease Term") shall commence upon the lease commencement date specified in the Leasing Schedule (herein "Lease Commencement Date") and, unless earlier terminated as expressly provided for in the Lease, shall continue until Lessee has paid and performed in full all of its obligations under the Lease.
- 3. Acquisition of Equipment.** Lessee hereby sells, assigns, transfers and sets over to Lessor, all of its rights, title and interest, but none of its obligations or responsibilities, in and to the purchase or acquisition contract(s) (herein "Purchase Contracts") entered into by and between Lessee and one or more vendors, suppliers or contractors (the "Suppliers") for the acquisition and installation of the Equipment, including, without limitation, all right, title and interest of Lessee in and to the Equipment and all of Lessee's rights and remedies under the Purchase Contracts, and the right either in Lessor's own behalf or in Lessee's name to take all such proceedings, legal equitable or otherwise, that it might take, save for the Lease.
- 4. Lessee to Act as Agent.** Lessor hereby irrevocably appoints Lessee as its agent in connection with the acquisition and installation of the Equipment pursuant to the Purchase Contracts. Lessee, as agent of Lessor, shall cause the acquisition and installation of Equipment to be completed as soon as reasonably practicable and in accordance with the Lease and the Purchase Contract, and any applicable requirements of governmental authorities.
- 5. Rent.** Lessee agrees to pay to Lessor or its assignee the lease payments, including the interest thereon (herein the "Lease Payments") specified in the Leasing Schedule. The Lease Payments shall be payable without notice or demand at the NJ headquarters of Lessor (or such other place as Lessor or its assignee may from time to time designate in writing) and shall commence as set forth in the Leasing Schedule (each applicable due date, a "Lease Payment Date"), and continue thereafter as specified in the Leasing Schedule. Any Lease Payment or other amount due from Lessee under the Lease (whether prior to or after a Default (as hereinafter defined) and including, without limitation, accelerated balances) that is received later than ten (10) days from the due date shall bear interest from the due date at the lesser of 16% per annum or the highest lawful rate.

Except as specifically provided in Section 8 hereof, Lessee's obligation to pay the Lease Payments is absolute and unconditional in all events and is not subject to any abatement, set-off, defense, counterclaim, or recoupment claim for any reason whatsoever, including without limitation any failure of any of the Equipment to be delivered or installed, any condemnation or loss of or damage to the Equipment, any defect therein or any unfitness or obsolescence thereof.

Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the period beginning with the Lease Commencement Date and ending on the last Lease Payment Date set forth on the Leasing Schedule (the "Maximum Lease Term") and hereby covenants that its staff shall properly request funds from Lessee's governing body from which Lease Payments may be made, including making provision for such payments to the extent necessary in each budget submitted to its governing body for consideration; provided, however, that nothing in the Lease shall be construed to create an indebtedness or commitment of funds other than current revenues of Lessee.

Lease Payments have been calculated based upon the interest portion of the Lease Payments being excludable from gross income for federal income tax purposes. If, in the opinion of Lessor's counsel, Lessor is no longer entitled to exclude the interest portion of the Lease Payments from its gross income for federal income tax purposes, Lessor, at Lessor's option, shall recalculate the Lease Payments for the remaining term of the Lease and/or extend the original term of the Lease, as permitted by law, to protect Lessor's originally anticipated after tax yield from the Lease Commencement Date to the end of the Maximum Lease Term. Such recalculations shall be on the basis that the interest portion of the Lease Payments is subject to income tax at the highest marginal corporate tax rate. In such event, Lessee authorizes Lessor to correct the Leasing Schedule (and all related documentation) to reflect such changes, and Lessee, if requested by Lessor, shall execute an amendment to the Leasing Schedule prepared by Lessor to reflect such changes.

6. Delivery and Acceptance. Lessee, as Lessor's agent, shall cause the Equipment to be delivered to Lessee at the location specified in the Leasing Schedule ("Equipment Location"). Lessee shall pay all transportation and other costs, if any, incurred in connection with delivery of the Equipment. Lessee shall accept the Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of the Equipment by executing and delivering to Lessor an acceptance certificate in form and substance acceptable to Lessor.

7. Disclaimer of Warranties; Limitation on Liability. Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee, that Lessor is neither a manufacturer nor a vendor of such Equipment, and that LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE (INCLUDING WITHOUT LIMITATION, UNDER ANY THEORY IN TORTS) FOR ANY LOSS OF USE, REVENUE, ANTICIPATED PROFITS OR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASE OR THE USE, PERFORMANCE OR MAINTENANCE OF THE EQUIPMENT. Lessor hereby assigns to Lessee for the Lease Term, so long as no Default has occurred hereunder and is continuing, all manufacturer's warranties held by Lessor, if any, express or implied, with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense.

8. Non-Appropriation of Funds. Notwithstanding anything contained in the Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted in any fiscal period for Lease Payments or other amounts due under the Lease, the Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts agreed upon in the Lease for which funds shall have been appropriated and budgeted. Lessee shall immediately notify Lessor or its assignee in writing of such occurrence, but failure to give such notice shall not prevent such termination. In the event of such termination, Lessee shall immediately cease all use of the Equipment and shall, at its sole expense and risk, immediately de-install, dis-assemble, pack, crate, insure, and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. The Equipment shall be in the same condition and appearance as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the Lease, shall be free and clear of any liens (except Lessor's lien), and shall comply with all applicable laws and regulations. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to the Equipment to Lessor and to evidence the termination of Lessee's interest in the Equipment. Lessor shall have all legal and equitable rights and remedies to take possession of the Equipment.

9. Lessee Representations and Covenants. Lessee represents, covenants and warrants that: (i) Lessee is a state or a fully constituted political subdivision or agency of the State of Lessee (as set forth in the Leasing Schedule); (ii) the interest portion of the Lease Payments is excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (iii) the execution, delivery and performance by Lessee of the Lease and all related documents and instruments executed by Lessee have been duly authorized by all necessary action on the part of Lessee; (iv) the Lease and all related documents and instruments executed by Lessee constitute legal, valid and binding obligations of Lessee enforceable in accordance with their terms except as limited by state and federal laws, regulations, rulings and court decisions relating to applicable bankruptcy, insolvency, reorganizations, moratoriums or similar laws affecting the enforcement of creditors' rights generally; and (v) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee shall not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) the Lease is not a private activity bond within the meaning of Section 141(a) of the Code, and Lessee shall not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee shall not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includable in the gross income of the recipient for federal income taxation purposes under the Code; (ix) Lessee shall be the only entity or person (other than its employees within the scope of their employment) to own, use, manage or operate the Equipment during the Lease Term; (x) no event that constitutes, or with the giving of notice or the lapse of time or both would constitute, a Default exists as of the date hereof; (xi) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make the Lease Payments scheduled to come due for the current fiscal year and to meet its other obligations for such period, and such funds have not been expended for other purposes and Lessee currently expects that it will fully budget and appropriate sufficient funds to make Lease Payments throughout the Maximum Lease Term (but Lessee retains its right to terminate the Lease pursuant to Section 8 hereof); (xii) Lessee shall cause to be done all things necessary to keep the Lease in full force and effect except as otherwise permitted by Section 8 hereof; (xiii) Lessee has an immediate need for the Equipment, which Lessee expects will continue throughout the Maximum Lease Term; (xiv) the use of the Equipment is, and Lessee currently expects that it will continue to be throughout the Maximum Lease Term, essential to Lessee's proper,

efficient and economic operation; (xv) the useful life of the Equipment is as great or greater than the Maximum Lease Term; (xvi) the Equipment shall not be used in connection with a trial or test program of Lessee; (xvii) Lessee has never failed to appropriate funds for payment of any amount due pursuant to a lease purchase agreement, a conditional sales agreement or any similar type of obligation; (xviii) Lessee is not and has never been in default under any bond, note, lease purchase agreement or other type of financial obligation to which it is or has been a party; (xix) Lessee has complied with such public bidding and other requirements as may be applicable to the Lease and the Purchase Contracts, including, without limitation, the acquisition by Lessee of the Equipment; and (xx) all financial and other information provided to Lessor by Lessee, and all statements or representations made to Lessor by Lessee, in connection with the Lease are true and complete in all material respects and not misleading in any material respect. Lessee's representations, covenants and warranties under the Lease shall survive the expiration of the Lease.

10. Title to Equipment; Security Interest. Upon acceptance of the Equipment by Lessee, title to the Equipment shall vest in Lessee; provided, however, that (i) in the event of termination of the Lease by Lessee pursuant to Section 8 hereof, or (ii) upon the occurrence of a Default, and as long as such Default is continuing, title will immediately vest in Lessor or its assignee. In order to secure the payment and performance of all of its obligations under the Lease, Lessee hereby: (a) to the extent permitted by law, grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment, together with all accessions, attachments, replacements, substitutions, modifications and additions thereto, now or hereafter acquired, and all Proceeds (as defined in the applicable Uniform Commercial Code) thereof (including insurance proceeds); (b) authorizes Lessor to file such Uniform Commercial Code financing statements or similar filings respecting such security interest with such authorities and with any filing offices as Lessor considers appropriate; and (c) agrees to execute and deliver all certificates of title and other documents requested by Lessor to evidence such security interest.

11. Use; Repairs. Lessee shall use the Equipment in a careful manner for the use contemplated by the manufacturer for the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of, its possession, use or maintenance. Lessee, at its expense, will keep the Equipment in good repair and furnish all parts, mechanisms, and devices required therefor. Lessee shall not permit any other person (other than its employees within the scope of their employment) or entity to use, manage or operate the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee shall enter into a maintenance agreement with a party reasonably satisfactory to Lessor and shall furnish Lessor with a copy of such maintenance agreement. No maintenance or other service for any Equipment will be provided by Lessor and Lessor shall not be liable for any operating or maintenance costs with respect to the Equipment.

12. Alterations. Lessee shall not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without causing damage to the Equipment. Any alterations, additions or improvements to the Equipment shall become a part of the Equipment and subject to the Lease.

13. Location; Inspection. The Equipment shall not be removed from, or if the Equipment consists of mobile goods or rolling stock, its permanent base shall not be changed from, the Equipment Location without Lessor's prior written consent, which will not be unreasonably withheld. Lessor shall be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

14. Liens and Taxes. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under the Lease. Lessee shall pay, when due, all Taxes (as hereinafter defined) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, the Lease, the Lease Payments, any other payments due under the Lease or the transaction contemplated thereby. If Lessee fails to pay any Taxes when due, Lessor shall have the right, but shall not be obligated, to pay those Taxes. If Lessor pays any Taxes for which Lessee is responsible or liable under the Lease, Lessee shall promptly reimburse Lessor therefor. For purposes of the Lease, "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges of federal, state and local governments that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation, sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and interest, penalties or fines on any of the foregoing.

15. Risk of Loss; Damage; Destruction. Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever. In the event of damage to any item of Equipment, Lessee shall immediately place the same in good repair, with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee, at the option of Lessor, shall either (a) replace the same with like equipment in good repair (with its own funds to the extent that sufficient insurance proceeds are not available for that purpose), or (b) on the next Lease Payment Date, pay Lessor (i) all amounts then owed by Lessee to Lessor under the Lease, including the Lease Payment due on such date, and (ii) an amount equal to the then applicable "Concluding Payment" as set forth in the Leasing Schedule.

16. Insurance. Lessee shall, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks provided such self-insurance must provide the same protection to Lessor as would otherwise be provided under this Section in the case of insurance under third-party insurance policies. In no event shall the property insurance limits be less than the amount of the then applicable Concluding Payment with respect to such Equipment. The public liability insurance policy shall name Lessor and its assigns as additional insureds. The property insurance policy shall name Lessee as an insured and Lessor and its assigns as additional insured and loss payee, as their interests may appear. Each of the insurance policies shall contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies shall be payable to Lessee and Lessor or its assigns as their interests may appear. Upon acceptance of the Equipment and thirty (30) days prior to each insurance renewal date, Lessee shall deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee shall furnish Lessor with a letter or certificate evidencing such self-insurance. In the event of any loss, damage, injury or accident involving the Equipment, Lessee shall promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

17. Indemnification. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, ownership, delivery, possession, lease, use, operation, rejection, revocation of acceptance or return, and the recovery of claims under insurance policies thereon. The provisions of this Section 17 shall survive the expiration of the Lease.

18. Assignment. Without Lessor's prior written consent, Lessee shall neither (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of the Lease or the Equipment or any interest in the Lease or the Equipment, nor (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor (and any assignee of Lessor) may assign any of its rights, title and interest in and to the Lease, the Equipment and any documents executed with respect to the Lease without the consent of Lessee. Lessee shall not have the right to and shall not assert against any assignee any claim, defense, recoupment claim, setoff or counterclaim or other right Lessee may have against Lessor or any Supplier. Subject to the foregoing, the Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. After notice of such an assignment, Lessee shall execute all documents, including any notices and acknowledgements of assignment, which may be reasonably requested by Lessor or assignee, and, upon request of Lessor, shall name the assignee as additional insured and loss payee in any insurance policies obtained or in force. For the Lease Term and an additional period of six (6) years thereafter, Lessee shall keep a complete and accurate record of all assignments or reassignments of any of Lessor's right, title or interest in the Lease or the Equipment in a form necessary to comply with Section 149(a) of the Code and the regulations promulgated thereunder by the Internal Revenue Service.

19. Default. The term "Default," as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease, and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation or warranty made by Lessee in the Lease or in any writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) a default by Lessee under any Lease or other agreement or note with Lessor, or with any assignee of the Lease; (v) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and in the case of any such involuntary proceedings or appointment, such shall not be vacated, dismissed or fully stayed within sixty (60) days after the institution or occurrence thereof; or (vi) an attachment, levy or execution is threatened or levied upon or against the Equipment.

20. Remedies. Upon the occurrence of a Default, and as long as such Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare an amount equal to all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal year in effect when the Default occurs, to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, demand and Lessee shall, at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 8 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same without demand or notice, without any court order or other process of law and without liability for any damage occasioned by taking possession; (iii) sell, lease or otherwise dispose of the Equipment (each a "Disposition"), in whole or in part, in public or private transactions, for the account of Lessee, holding Lessee liable for all Lease Payments and other payments due during the fiscal year in effect when the Default occurs; (iv) terminate any unfunded commitments to Lessee; and (v) exercise any other right, remedy or privilege which may be available to it under applicable law or by appropriate court action at law or in equity to enforce the terms of the Lease or to recover damages for the breach of the Lease or to rescind the Lease as to any or all of the Equipment. In addition, Lessee shall remain liable for all legal fees and other costs and expenses,

including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above. Lessor may be a purchaser at any sale of the Equipment pursuant to this Section 20, and the proceeds of any such Disposition shall be applied in the following order: (a) to the payment of expenses related to such Disposition including, without limitation, costs of repair or replacement of the Equipment, expenses related to enforcement of the Lease, including reasonable attorneys' fees and other expenses related thereto; (b) to the payment of all amounts due hereunder, including, without limitation, Lease Payments due during the fiscal year in effect when the Default occurs; (c) to the payment of an amount equal to the Concluding Payment for the last Lease Payment Date occurring in the fiscal year in effect when the Default occurs (the "Last Lease Payment Date"); (d) if the Disposition has occurred after the Last Lease Payment Date, then to the payment of an amount equal to interest (to the date of Disposition) on the Concluding Payment referenced in the foregoing subsection (c) at the lesser of 16% per annum or the highest rate permitted by law; and (e) the balance, if any, to Lessee.

21. Purchase Option. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that there is no Default then existing, Lessee shall have the right to purchase all (but not less than all) of the Equipment on any Lease Payment Date, as permitted in the Leasing Schedule, by paying to Lessor, on such date, the Lease Payment then due together with the Concluding Payment amount for such date as set forth in the Leasing Schedule. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee AS-IS, WHERE-IS, without warranty, express or implied, except that the Equipment shall be free and clear of any liens created by Lessor.

22. Notices. All written notices to be given under the Lease shall be given to the other party at its address identified below, or at such address as the party may provide to the other party in writing from time to time, by (i) first class mail, postage prepaid, (ii) overnight delivery by nationally recognized courier or (iii) personal delivery. Notices sent by mail shall be deemed received five days after deposit in the U.S. mail, postage prepaid. Notices delivered by other means shall be deemed received upon receipt.

23. Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of the Lease.

24. Governing Law. The Lease shall be construed in accordance with and governed by the laws of the State of Lessee.

25. Further Assurances. Lessee shall promptly execute and deliver to Lessor such further documents and take such further action as Lessor may reasonably request in order to more effectively carry out the intent and purpose of the Lease.

26. Waiver. The Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor. If any provision of the Lease shall be adjudged invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of the Lease shall not be affected thereby, but the Lease shall be construed as if such invalid, illegal or unenforceable provisions had not been contained therein, and the remainder of the Lease shall be valid and enforceable to the fullest extent permitted by law. Lessor shall not be deemed to have waived any breach by Lessee of any term, covenant or condition of the Lease, unless Lessor makes such waiver in writing, and any such waiver shall not operate as a waiver of any subsequent breach of any terms, covenant or conditions of the Lease. **LESSOR AND LESSEE EACH WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT, LEASE OR THE TRANSACTION CONTEMPLATED HEREBY.**

IN WITNESS WHEREOF, Lessor and Lessee have caused the Agreement to be executed by their authorized representatives. For all purposes hereof, the date of the Agreement shall be the date of Lessor's execution of the Agreement as set forth below. By execution hereof, each signer certifies that (s)he is duly authorized to execute the Agreement on behalf of Lessee or Lessor, as applicable.

SIEMENS FINANCIAL SERVICES, INC.
170 Wood Avenue South
Iselin, NJ 08830

City of Gainesville, Florida
200 East University Avenue
Gainesville, FL 32601

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

By: _____
Printed Name: _____
Title: _____

SIEMENS

Siemens Financial Services, Inc.

LEASING SCHEDULE #: 730-0050765-001

LESSOR: SIEMENS FINANCIAL SERVICES, INC.
170 Wood Avenue South
Iselin, NJ 08830
(800) 327-4443

LESSEE: City of Gainesville, Florida
(Exact Legal Name; herein "Lessee")
200 East University Avenue
(Address)
Gainesville, FL 32601
(City, State, Zip)

LEASING SCHEDULE # 730-0050765-001 (herein also referred to as the "Leasing Schedule" or "Lease"), to that certain Master Lease Purchase Agreement dated April 11, 2006 (herein "Agreement"), between Lessor and Lessee.

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| <p>1. EQUIPMENT DESCRIPTION: See Exhibit A attached hereto and incorporated herein.</p> <p>2. LEASE COMMENCEMENT DATE: The date that Lessor executes this Leasing Schedule and provides funds hereunder, as reflected on the signature lines of Lessor below.</p> <p>3. STATE OF LESSEE: Florida</p> <p>4. NUMBER OF LEASE PAYMENTS: 144</p> | <p>5. LEASE PAYMENT (per payment period): See Lease Payment Schedule attached hereto and incorporated herein as Exhibit B.</p> <p>6. CONCLUDING PAYMENT: See Lease Payment Schedule attached hereto and incorporated herein as Exhibit B.</p> <p>7. EQUIPMENT LOCATION: See Exhibit A attached hereto and incorporated herein.</p> <p>8. MAXIMUM EQUIPMENT COST: \$942,136.00.</p> |
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ADDITIONAL TERMS AND CONDITIONS AND OTHER IMPORTANT PROVISIONS ARE SET FORTH ON THE BACK OF THIS SCHEDULE

IN WITNESS WHEREOF, the parties hereto have duly executed the Lease as of the dates set forth below. For all purposes hereof, the date of the Lease shall be the date of Lessor's acceptance as set forth below. **LESSEE ACKNOWLEDGES THAT NEITHER LESSOR NOR THE SUPPLIER IS AN AGENT OR REPRESENTATIVE OF THE OTHER AND NEITHER HAS AUTHORITY TO BIND THE OTHER.** Lessee certifies that all representations and warranties of Lessee in the Lease are true as of the date of the Lease.

BY EXECUTION HEREOF, THE SIGNER CERTIFIES THAT (S)HE HAS READ THE ENTIRE LEASE, THAT LESSOR OR ITS REPRESENTATIVES HAVE MADE NO AGREEMENTS OR REPRESENTATIONS EXCEPT AS SET FORTH HEREIN, OR IN THE AGREEMENT, AND THAT (S)HE IS DULY AUTHORIZED TO EXECUTE THE LEASE ON BEHALF OF LESSEE.

ACCEPTED BY:

LESSOR: SIEMENS FINANCIAL SERVICES, INC.

LESSEE: City of Gainesville, Florida

BY: _____
(Authorized Signature)

BY: _____
(Authorized Signature)

NAME: _____
(Printed or Typed)

NAME: _____
(Printed or Typed)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

9. **AMENDMENT TO SECTION 3 OF THE AGREEMENT:** For purposes of this Lease, Section 3 of the Agreement shall be deleted and the following substituted therefor:

"3. Purchase Contracts, Acquisition of Equipment.

(a) The Equipment shall be acquired and installed pursuant to one or more purchase or acquisition contracts (the "Purchase Contracts") to be entered into by and between Lessee and one or more vendors, suppliers or contractors (the "Suppliers") for the acquisition and installation of the Equipment. Lessee and Lessor agree that Lessee shall be solely responsible for the selection, size, design and specifications of the Equipment and that Lessor shall have no duty or responsibility therefor or for the negotiation, execution or delivery of any Purchase Contract.

(b) Lessee represents, warrants and covenants that the cost of the Equipment shall in no event exceed the Maximum Equipment Cost as set forth in the Leasing Schedule.

(c) Lessee shall enter into Purchase Contracts for the acquisition or installation of the Equipment, the total cost of which shall not exceed the Maximum Equipment Cost. Further, Lessee shall, after entering into such Purchase Contracts, proceed with due diligence and complete the acquisition and installation of all the Equipment by no later than eighteen (18) months after the Lease Commencement Date. If the cost of the Equipment exceeds the monies available in the Escrow Fund (the "Escrow Fund") created by the Escrow Agreement Relating to Equipment Subject to the Lease (the "Escrow Agreement") among Lessor, Lessee and the Escrow Agent named therein (the "Escrow Agent"), Lessee shall pay the remaining cost of the Equipment from its other available funds.

(d) Lessee hereby sells, assigns, transfers and sets over to Lessor, all of its rights, title and interest, but none of its obligations or responsibilities, in and to the Purchase Contracts (whether now in existence or hereafter entered into), including, without limitation, all right, title and interest of Lessee in and to the Equipment and all of Lessee's rights and remedies under the Purchase Contracts, and the right either in Lessor's own behalf or in Lessee's name to take all such proceedings, legal equitable or otherwise, that it might take, save for the Lease.

(e) Prior to disbursements under the Escrow Agreement, either directly to one or more Suppliers or in reimbursement of advance payments by Lessee, for all or a portion of the Equipment accepted by Lessee pursuant to the Lease and the Purchase Contracts, Lessee shall furnish the Escrow Agent with a requisition requesting disbursement in the form attached as Exhibit A to the Escrow Agreement completed and executed by Lessee and approved for payment by Lessor, together with the supporting documents referred to in the requisition. Upon the delivery to Escrow Agent of such instruments, Lessee shall be found to have accepted that portion of the Equipment and related services and labor represented by the requisition.

(f) If Lessee has not accepted all the Equipment within eighteen (18) months after the Lease Commencement Date (the "Nonacquired Equipment Date"), the Lease shall not as a result thereof be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting from such nonacceptance of Equipment. Prior to the Nonacquired Equipment Date, Lessee may, with Lessor's prior written consent, substitute items of Equipment equal in value for items of Equipment not delivered. If all or a part of the original or substituted Equipment has not been accepted by Lessee on or before the Nonacquired Equipment Date, the Lease shall terminate as to such unaccepted portion of the Equipment (the "Nonacquired Equipment") as of the Nonacquired Equipment Date. Exhibit A to this Leasing Schedule shall be deemed to be automatically amended to delete all reference to the Nonacquired Equipment. As set forth in the Escrow Agreement, a payment to Lessor pursuant to Section 3.4 of the Escrow Agreement shall constitute a partial prepayment of Lease Payments (as hereinafter defined), and upon receipt of such prepayment, Lessee authorizes Lessor to prepare a revised Exhibit B to this Leasing Schedule reflecting such prepayment, which shall be delivered to Lessee, and Lessee shall acknowledge such revised Exhibit B in writing if requested by Lessor.

(g) Monies held by the Escrow Agent pursuant to the Escrow Agreement shall be paid to Lessor in accordance with Section 3.5 of the Escrow Agreement, including, without limitation, upon the occurrence of a Default or upon a termination of the Lease as a result of Lessee's governing body failing to appropriate sufficient funds to pay the Lease Payments and other amounts due hereunder for any fiscal period.

(h) Lessee hereby represents as follows:

(i) The estimated total costs of the Equipment, including costs of negotiating and preparing the Lease and any assignment of the Lease by Lessor, shall not be less than the total principal portion of the Lease Payments.

(ii) The Equipment has been ordered or is expected to be ordered within six months of the Lease Commencement Date, and the Equipment is expected to be delivered and installed, and the Supplier fully paid, within eighteen (18) months of the Lease Commencement Date.

(iii) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (a) that is reasonably expected to be used to pay the Lease Payments, or (b) that may be used solely to prevent a default in the payment of the Lease Payments.

(iv) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in part, prior to the expiration of the Maximum Lease Term (as defined in Section 5 of the Agreement).

(v) To the best of Lessee's knowledge, information and belief, all expectations referenced above are reasonable."

10. **AMENDMENT TO SECTION 6 OF THE AGREEMENT:** For purposes of this Lease, Section 6 of the Agreement shall be deleted and the following substituted therefor:

"6. Delivery and Acceptance. Lessee, as Lessor's agent, shall cause the Equipment to be delivered to Lessee at the location specified in Exhibit A ("Equipment Location"). Lessee shall pay all transportation and other costs, if any, incurred in connection with delivery of the Equipment. Lessee shall accept the Equipment (by delivery of a requisition request as described in Section 3(e) above) as soon as it has been delivered and is operational. Concurrently with the delivery of its final requisition request, Lessee shall evidence its acceptance of all Equipment by executing and delivering to Lessor an Acceptance Certificate substantially in the form attached to the Escrow Agreement. Such Acceptance Certificate shall include the description of all Equipment covered by any and all requisition requests issued under the Lease (the "Final Equipment Description"). Exhibit A shall be deemed automatically amended to the extent necessary to correct any differences between Exhibit A and the Final Equipment Description."

11. **MISCELLANEOUS:** Lessor and Lessee agree that the terms and conditions of the Agreement are hereby incorporated into this Leasing Schedule to the same extent as if such terms and conditions were set forth in full herein. **THIS LEASING SCHEDULE (AS INCORPORATING THE TERMS OF THE AGREEMENT), TOGETHER WITH ANY EXHIBITS AND ATTACHMENTS HERETO, CONTAIN THE COMPLETE AGREEMENT OF THE PARTIES WITH RESPECT TO ITS SUBJECT MATTER AND SUPERSEDE AND REPLACE ANY PREVIOUSLY MADE PROPOSALS, REPRESENTATIONS, WARRANTIES AND AGREEMENTS.** Capitalized terms used herein, which are not otherwise defined herein, shall have the same meanings as set forth in the Agreement. Any amendments contained or incorporated into this Leasing Schedule, which in any way alter the terms of the Agreement, shall be effective only with respect to this Leasing Schedule and shall be ineffective with respect to any other Leasing Schedule. The Lease shall become effective at the time of Lessor's acceptance (by execution hereof) at its New Jersey headquarters, by an authorized representative of Lessor.

Initials: _____

Customer Initials

EXHIBIT A
to
Leasing Schedule #: 730-0050765-001

Description of Equipment:

Quantity	Supplier	Description
1	Siemens Building Technologies	Siemens Building Technologies PC Energy Project as more fully described on the attached Scope of Work and Services page 1-3

(The foregoing property description shall be deemed to be automatically amended to the extent necessary to conform to the Final Equipment Description as provided in Section 6 of the Agreement.)

Equipment Location:

Address: 721 North West 6th Street PO Box 1250, Gainesville, FL 32602-1250

County: _____

Lessor: **SIEMENS FINANCIAL SERVICES, INC.**

Lessee: **City of Gainesville, Florida**

By: _____

By: _____

Article 1: Scope of FIM Work

- 1.1 *Description:* Except as otherwise expressly provided herein, SIEMENS shall provide each and every item of cost and expense necessary for this Performance Contracting Agreement.
- 1.2 *Specific Elements:* The Work shall include the following:
 - 1.2.1 The installation of a new Building Automation System (BAS) as described in Exhibit D (Technical Audit).
 - 1.2.2 The installation of two (2) new Chillers as described in Exhibit D (Technical Audit).
 - 1.2.3 The Installation of two (2) new Cooling Towers and associated variable frequency drives as described in Exhibit D (Technical Audit).
 - 1.2.4 The retrofit of the existing lighting system and select lighting controls as described in detail in Exhibit D (Technical Audit).
 - 1.2.5 The installation of four (4) new pump motors as described in detail in Exhibit D (Technical Audit).
 - 1.2.6 The provision of and installation of two (2) new meters for Cooling Tower blowdown and fill for evaporization.
- 1.3 **Technical Specifications, Drawings, and Exhibits:** The Work shall be performed in accordance with the following specifications, drawings and other attachments hereto, which are specifically incorporated herein and made part hereof:
 - 1.3.1 This project scope includes the provision of submittals and as-built drawings of the project installation segments as listed above. This includes the provision of the submittals and manuals on CD's for record keeping purposes. The project cost does not include a provision of CAD drawings of the floor layouts and the building design. The prints that exist do not have CAD duplicates and cannot be duplicated without in depth engineering time and cost.
- 1.4 **The City of Gainesville's Responsibility:** As discussed during the review of the project scope CLIENT has agreed to assist SIEMENS with the following items:
 - 1.4.1 Provide full access to the facility during normal working hours and after hours where required. This also means the ability to provide building access around the facility for crane purposes and for the normal course of actions required to finish the installation.

- 1.4.2 Provide assistance in the possible replacement or repair of certain items in the facility that may be diagnosed as not functional during the installation of the above items. These items include exhaust fans, chilled water and heating valves and the possible repair and or replacement of dampers that may be malfunctioning.
- 1.4.3 Provide either through SIEMENS (under separate contract) or through CLIENT, the cleaning and continued maintenance of the mechanical systems in the facility. The current mechanical systems such as cooling and heating coils need to be cleaned and will affect the efficiencies of the equipment.

Article 2: FIM Work Implementation Period

- 2.1 Commencement of Work and Milestones:
 - 2.1.1 SIEMENS shall commence the Work on March 1st or within (1) week of the Effective Contract Date, and shall perform the Work diligently and shall complete the Work no later than 08/31/2006. The final completion date may need to be flexible due to equipment delivery dates of the chillers, towers and boiler. The intent is to perform the lighting portion of the project during the first thirty days. In conjunction with the lighting project, the design of the BAS system will commence and during the first 60 days of the contract period the control system will be installed less the chillers, boilers and towers. The chillers boilers and towers will take approximately 10 to 12 weeks to be shipped and on site. The installation of the chillers towers and boiler will commence and complete on successive weeks shortly after delivery. The pump motors and GRU provided meters will be installed towards the completion of the project. Immediately following the installation of all equipment and controls a commissioning period will commence on the installation of the devices and specifically on the programming of all devices and sequence of operation. Finally, a computer workstation will be located at CLIENT's facility and will be programmed with color graphics, intranet software (Apogee Go) and RENO (remote annunciation software).

Article 3: Scope of Performance Assurance Technical Support Program

- 3.1 A reconciliation of savings shall be performed on an annual basis. SIEMENS will perform the annual reconciliation as a part of the Performance Assurance Technical Support Program (TSP). Please refer to Exhibit D (Technical Audit) and Exhibit C for the scope of the Measurement and Verification Program included as a part of the Performance Assurance TSP.

Article 4: Scope of Maintenance Services Technical Support Program

4.1 There are no ongoing Maintenance Services provided under this Agreement.
Please refer to the Technical Support Program options outside of the contract.

This Exhibit is attached to and made a part of the Agreement between SIEMENS and the CLIENT.

CLIENT:

Signature: _____

Printed Name: _____

Title: _____

Date: _____

SIEMENS:

Signature: _____

Printed Name: _____

Title: _____

Date: _____



EXHIBIT B
to
Leasing Schedule #730-0050765-001

LEASE PAYMENT SCHEDULE

Lease Payment Number ¹	Lease Payment	Principal	Interest 4.18%	Concluding Payment ²
Inception	(\$942,136.00)			\$960,978.72
1	\$8,449.36	\$5,119.32	\$3,330.04	\$969,226.02
2	\$8,449.36	\$5,137.16	\$3,312.20	\$963,986.12
3	\$8,449.36	\$5,155.07	\$3,294.29	\$958,727.95
4	\$8,449.36	\$5,173.04	\$3,276.32	\$953,451.45
5	\$8,449.36	\$5,191.07	\$3,258.29	\$948,156.56
6	\$8,449.36	\$5,209.16	\$3,240.20	\$942,843.21
7	\$8,449.36	\$5,227.32	\$3,222.04	\$937,511.35
8	\$8,449.36	\$5,245.54	\$3,203.82	\$932,160.89
9	\$8,449.36	\$5,263.83	\$3,185.53	\$926,791.79
10	\$8,449.36	\$5,282.17	\$3,167.19	\$921,403.97
11	\$8,449.36	\$5,300.59	\$3,148.77	\$915,997.37
12	\$8,449.36	\$5,319.06	\$3,130.30	\$910,571.93
13	\$8,449.36	\$5,337.60	\$3,111.76	\$905,127.58
14	\$8,449.36	\$5,356.21	\$3,093.15	\$899,664.25
15	\$8,449.36	\$5,374.88	\$3,074.48	\$894,181.87
16	\$8,449.36	\$5,393.61	\$3,055.75	\$888,680.39
17	\$8,449.36	\$5,412.41	\$3,036.95	\$883,159.73
18	\$8,449.36	\$5,431.28	\$3,018.08	\$877,619.82
19	\$8,449.36	\$5,450.21	\$2,999.15	\$872,060.61
20	\$8,449.36	\$5,469.21	\$2,980.15	\$866,482.01
21	\$8,449.36	\$5,488.27	\$2,961.09	\$860,883.98
22	\$8,449.36	\$5,507.41	\$2,941.95	\$855,266.42
23	\$8,449.36	\$5,526.60	\$2,922.76	\$849,629.29

¹ Lease Payments are due **beginning on the 5th month from the Lease Commencement Date and on each monthly anniversary** of the Lease Commencement Date until the number of payments referenced above have been made. If the Lease Commencement Date occurs on a day not occurring in another month (e.g., the 31st), the anniversary of the Lease Commencement Date shall be the last day of that other month. Prepayments, as provided in Section 21 of the Lease, are permitted only on the due date of the Lease Payment that is asterisked and on the due date of each Lease Payment thereafter.

² After payment of the Lease Payment and all other amounts then due. The Concluding Payment also contains prepayment fees, if applicable.

SIEMENS

Lease Payment Number ¹	Lease Payment	Principal	Interest 4.18%	Concluding Payment ²
24	\$8,449.36	\$5,545.87	\$2,903.49	\$843,972.50
25	\$8,449.36	\$5,565.20	\$2,884.16	\$838,296.00
26	\$8,449.36	\$5,584.60	\$2,864.76	\$832,599.70
27	\$8,449.36	\$5,604.06	\$2,845.30	\$826,883.56
28	\$8,449.36	\$5,623.60	\$2,825.76	\$821,147.49
29	\$8,449.36	\$5,643.20	\$2,806.16	\$815,391.43
30	\$8,449.36	\$5,662.87	\$2,786.49	\$809,615.30
31	\$8,449.36	\$5,682.61	\$2,766.75	\$803,819.04
32	\$8,449.36	\$5,702.42	\$2,746.94	\$798,002.57
33	\$8,449.36	\$5,722.29	\$2,727.07	\$792,165.83
34	\$8,449.36	\$5,742.24	\$2,707.12	\$786,308.75
35	\$8,449.36	\$5,762.26	\$2,687.10	\$780,431.24
36	\$8,449.36	\$5,782.34	\$2,667.02	\$774,533.26
37	\$8,449.36	\$5,802.50	\$2,646.86	\$768,614.71
38	\$8,449.36	\$5,822.72	\$2,626.64	\$762,675.53
39	\$8,449.36	\$5,843.02	\$2,606.34	\$756,715.65
40	\$8,449.36	\$5,863.39	\$2,585.97	\$750,734.99
41	\$8,449.36	\$5,883.82	\$2,565.54	\$744,733.50
42	\$8,449.36	\$5,904.33	\$2,545.03	\$738,711.08
43	\$8,449.36	\$5,924.91	\$2,524.45	\$732,667.67
44	\$8,449.36	\$5,945.57	\$2,503.79	\$726,603.19
45	\$8,449.36	\$5,966.29	\$2,483.07	\$720,517.58
46	\$8,449.36	\$5,987.09	\$2,462.27	\$714,410.74
47	\$8,449.36	\$6,007.96	\$2,441.40	\$708,282.62
48	\$8,449.36	\$6,028.90	\$2,420.46	\$702,133.15
49	\$8,449.36	\$6,049.91	\$2,399.45	\$695,962.24
50	\$8,449.36	\$6,071.00	\$2,378.36	\$689,769.82
51	\$8,449.36	\$6,092.16	\$2,357.20	\$683,555.82
52	\$8,449.36	\$6,113.40	\$2,335.96	\$677,320.15
53	\$8,449.36	\$6,134.71	\$2,314.65	\$671,062.74

¹ Lease Payments are due **beginning on the 5th month from the Lease Commencement Date** and on each **monthly** anniversary of the Lease Commencement Date until the number of payments referenced above have been made. If the Lease Commencement Date occurs on a day not occurring in another month (e.g., the 31st), the anniversary of the Lease Commencement Date shall be the last day of that other month. Prepayments, as provided in Section 21 of the Lease, are permitted only on the due date of the Lease Payment that is asterisked and on the due date of each Lease Payment thereafter.

² After payment of the Lease Payment and all other amounts then due. The Concluding Payment also contains prepayment fees, if applicable.

SIEMENS

Lease Payment Number ¹	Lease Payment	Principal	Interest 4.18%	Concluding Payment ²
54	\$8,449.36	\$6,156.09	\$2,293.27	\$664,783.53
55	\$8,449.36	\$6,177.55	\$2,271.81	\$658,482.43
56	\$8,449.36	\$6,199.09	\$2,250.27	\$652,159.36
57	\$8,449.36	\$6,220.69	\$2,228.67	\$645,814.25
58	\$8,449.36	\$6,242.38	\$2,206.98	\$639,447.03
59	\$8,449.36	\$6,264.14	\$2,185.22	\$633,057.60
60	\$8,449.36	\$6,285.97	\$2,163.39	\$626,645.91
61	\$8,449.36	\$6,307.88	\$2,141.48	\$620,211.88
62	\$8,449.36	\$6,329.87	\$2,119.49	\$613,755.41
63	\$8,449.36	\$6,351.93	\$2,097.43	\$607,276.44
64	\$8,449.36	\$6,374.07	\$2,075.29	\$600,774.89
65	\$8,449.36	\$6,396.29	\$2,053.07	\$594,250.67
66	\$8,449.36	\$6,418.59	\$2,030.77	\$587,703.71
67	\$8,449.36	\$6,440.96	\$2,008.40	\$581,133.93
68	\$8,449.36	\$6,463.41	\$1,985.95	\$574,541.25
69	\$8,449.36	\$6,485.94	\$1,963.42	\$567,925.60
70	\$8,449.36	\$6,508.55	\$1,940.81	\$561,286.88
71	\$8,449.36	\$6,531.24	\$1,918.12	\$554,625.01
72	\$8,449.36	\$6,554.00	\$1,895.36	\$547,939.93
73	\$8,449.36	\$6,576.85	\$1,872.51	\$541,231.54
74	\$8,449.36	\$6,599.77	\$1,849.59	\$534,499.78
75	\$8,449.36	\$6,622.78	\$1,826.58	\$527,744.54
76	\$8,449.36	\$6,645.86	\$1,803.50	\$520,965.77
77	\$8,449.36	\$6,669.03	\$1,780.33	\$514,163.35
78	\$8,449.36	\$6,692.28	\$1,757.08	\$507,337.23
79	\$8,449.36	\$6,715.60	\$1,733.76	\$500,487.32
80	\$8,449.36	\$6,739.01	\$1,710.35	\$493,613.53

¹ Lease Payments are due **beginning on the 5th month from the Lease Commencement Date and on each monthly anniversary** of the Lease Commencement Date until the number of payments referenced above have been made. If the Lease Commencement Date occurs on a day not occurring in another month (e.g., the 31st), the anniversary of the Lease Commencement Date shall be the last day of that other month. Prepayments, as provided in Section 21 of the Lease, are permitted only on the due date of the Lease Payment that is asterisked and on the due date of each Lease Payment thereafter.

² After payment of the Lease Payment and all other amounts then due. The Concluding Payment also contains prepayment fees, if applicable.

SIEMENS

Lease Payment Number ¹	Lease Payment	Principal	Interest 4.18%	Concluding Payment ²
81	\$8,449.36	\$6,762.50	\$1,686.86	\$486,715.78
82	\$8,449.36	\$6,786.07	\$1,663.29	\$479,793.99
83	\$8,449.36	\$6,809.73	\$1,639.63	\$472,848.06
84	\$8,449.36	\$6,833.47	\$1,615.89	\$465,877.92
85	\$8,449.36	\$6,857.29	\$1,592.07	\$458,883.49
86	\$8,449.36	\$6,881.19	\$1,568.17	\$451,864.67
87	\$8,449.36	\$6,905.17	\$1,544.19	\$444,821.40
88	\$8,449.36	\$6,929.24	\$1,520.12	\$437,753.57
89	\$8,449.36	\$6,953.40	\$1,495.96	\$430,661.11
90	\$8,449.36	\$6,977.63	\$1,471.73	\$423,543.92
91	\$8,449.36	\$7,001.96	\$1,447.40	\$416,401.92
92	\$8,449.36	\$7,026.36	\$1,423.00	\$409,235.04
93	\$8,449.36	\$7,050.85	\$1,398.51	\$402,043.17
94	\$8,449.36	\$7,075.43	\$1,373.93	\$394,826.23
95	\$8,449.36	\$7,100.09	\$1,349.27	\$387,584.14
96	\$8,449.36	\$7,124.84	\$1,324.52	\$380,316.80
97	\$8,449.36	\$7,149.68	\$1,299.68	\$373,024.13
98	\$8,449.36	\$7,174.60	\$1,274.76	\$365,706.04
99	\$8,449.36	\$7,199.61	\$1,249.75	\$358,362.43
100	\$8,449.36	\$7,224.70	\$1,224.66	\$350,993.24
101	\$8,449.36	\$7,249.89	\$1,199.47	\$343,598.35
102	\$8,449.36	\$7,275.16	\$1,174.20	\$336,177.69
103	\$8,449.36	\$7,300.52	\$1,148.84	\$328,731.16
104	\$8,449.36	\$7,325.97	\$1,123.39	\$321,258.67
105	\$8,449.36	\$7,351.50	\$1,097.86	\$313,760.14
106	\$8,449.36	\$7,377.13	\$1,072.23	\$306,235.47
107	\$8,449.36	\$7,402.84	\$1,046.52	\$298,684.57
108	\$8,449.36	\$7,428.65	\$1,020.71	\$291,107.35
109	\$8,449.36	\$7,454.54	\$994.82	\$283,503.72
110	\$8,449.36	\$7,480.52	\$968.84	\$275,873.59
111	\$8,449.36	\$7,506.60	\$942.76	\$268,216.85

¹ Lease Payments are due **beginning on the 5th month from the Lease Commencement Date and on each monthly anniversary** of the Lease Commencement Date until the number of payments referenced above have been made. If the Lease Commencement Date occurs on a day not occurring in another month (e.g., the 31st), the anniversary of the Lease Commencement Date shall be the last day of that other month. Prepayments, as provided in Section 21 of the Lease, are permitted only on the due date of the Lease Payment that is asterisked and on the due date of each Lease Payment thereafter.

² After payment of the Lease Payment and all other amounts then due. The Concluding Payment also contains prepayment fees, if applicable.

SIEMENS

Lease Payment Number ¹	Lease Payment	Principal	Interest 4.18%	Concluding Payment ²
112	\$8,449.36	\$7,532.77	\$916.59	\$260,533.43
113	\$8,449.36	\$7,559.02	\$890.34	\$252,823.23
114	\$8,449.36	\$7,585.37	\$863.99	\$245,086.15
115	\$8,449.36	\$7,611.81	\$837.55	\$237,322.10
116	\$8,449.36	\$7,638.34	\$811.02	\$229,531.00
117	\$8,449.36	\$7,664.97	\$784.39	\$221,712.73
118	\$8,449.36	\$7,691.69	\$757.67	\$213,867.20
119	\$8,449.36	\$7,718.50	\$730.86	\$205,994.33
120	\$8,449.36	\$7,745.40	\$703.96	\$198,094.03
121	\$8,449.36	\$7,772.40	\$676.96	\$190,166.18
122	\$8,449.36	\$7,799.49	\$649.87	\$182,210.70
123	\$8,449.36	\$7,826.68	\$622.68	\$174,227.49
124	\$8,449.36	\$7,853.96	\$595.40	\$166,216.45
125	\$8,449.36	\$7,881.34	\$568.02	\$158,177.48
126	\$8,449.36	\$7,908.81	\$540.55	\$150,110.49
127	\$8,449.36	\$7,936.38	\$512.98	\$142,015.39
128	\$8,449.36	\$7,964.04	\$485.32	\$133,892.06
129	\$8,449.36	\$7,991.80	\$457.56	\$125,740.43
130	\$8,449.36	\$8,019.66	\$429.70	\$117,560.38
131	\$8,449.36	\$8,047.61	\$401.75	\$109,351.81
132	\$8,449.36	\$8,075.67	\$373.69	\$101,114.63
133	\$8,449.36	\$8,103.81	\$345.55	\$92,848.74
134	\$8,449.36	\$8,132.06	\$317.30	\$84,554.04
135	\$8,449.36	\$8,160.41	\$288.95	\$76,230.42
136	\$8,449.36	\$8,188.85	\$260.51	\$67,877.80
137	\$8,449.36	\$8,217.40	\$231.96	\$59,496.05
138	\$8,449.36	\$8,246.04	\$203.32	\$51,085.09

¹ Lease Payments are due **beginning on the 5th month from the Lease Commencement Date and on each monthly anniversary** of the Lease Commencement Date until the number of payments referenced above have been made. If the Lease Commencement Date occurs on a day not occurring in another month (e.g., the 31st), the anniversary of the Lease Commencement Date shall be the last day of that other month. Prepayments, as provided in Section 21 of the Lease, are permitted only on the due date of the Lease Payment that is asterisked and on the due date of each Lease Payment thereafter.

² After payment of the Lease Payment and all other amounts then due. The Concluding Payment also contains prepayment fees, if applicable.

SIEMENS

Lease Payment Number ¹	Lease Payment	Principal	Interest 4.18%	Concluding Payment ²
139	\$8,449.36	\$8,274.78	\$174.58	\$42,644.81
140	\$8,449.36	\$8,303.63	\$145.73	\$34,175.11
141	\$8,449.36	\$8,332.57	\$116.79	\$25,675.89
142	\$8,449.36	\$8,361.62	\$87.74	\$17,147.04
143	\$8,449.36	\$8,390.76	\$58.60	\$8,588.46
144	\$8,449.36	\$8,420.06	\$29.30	\$0.00

Lessor:

SIEMENS FINANCIAL SERVICES, INC.

By: _____

Lessee:

CITY OF GAINESVILLE, FLORIDA

By: _____

¹ Lease Payments are due **beginning on the 5th month from the Lease Commencement Date and on each monthly anniversary** of the Lease Commencement Date until the number of payments referenced above have been made. If the Lease Commencement Date occurs on a day not occurring in another month (e.g., the 31st), the anniversary of the Lease Commencement Date shall be the last day of that other month. Prepayments, as provided in Section 21 of the Lease, are permitted only on the due date of the Lease Payment that is asterisked and on the due date of each Lease Payment thereafter.

² After payment of the Lease Payment and all other amounts then due. The Concluding Payment also contains prepayment fees, if applicable.

EXHIBITS ON FILE WITH
THE OFFICE OF CITY ATTORNEY