

~ Request for Proposal ~

Capital Lease Financing



**Milwaukee County, Wisconsin
Department of Administrative Services**

February 9, 2010

Proposals Due by 1:00 p.m. Central Time

February 23, 2010

**Please Label Proposals with Firm's Name and Address
and "Notice No. 6518 ~ Proposal for Capital Lease Financing"**

REQUEST FOR PROPOSAL FOR CAPITAL LEASE FINANCING

The purpose of this Request for Proposal (“RFP”) is to identify qualified firms to enter into a capital lease agreement (the “Lease”) with Milwaukee County for the financing of various improvements.

The Milwaukee County Department of Transportation, Public Works, and Transit has received approval to enter into performance-based contracts to capture savings associated with reduced energy and water consumption. The energy saving capital improvements include: lighting, controls, service contracts, and mechanical upgrades to various county-owned facilities as well as other miscellaneous improvements.

The County desires to finance these capital improvement projects through a capital lease agreement. All payments by the County under the lease agreement will be subject to annual appropriation by the County Executive and the County Board of Supervisors of the County, and the lease agreement will not constitute an indebtedness of the County within the meaning of any constitutional or statutory provision or limitation. The estimated project amount for the authorized projects is approximately **\$7.5 million**. The structure of the financing would be a 10-year, equal semiannual principal and interest payments, level annual debt service, with funds anticipated to be transferred from the lessor to the County on March 18, 2010. Because of the length of time between when the financing proposals are due (i.e., February 22, 2010), and when funds are expected to be transferred (i.e., March 18, 2010) the County requests that the proposals be indexed to a percentage of the 5-year interest rate swap rate as listed in the Federal Reserve Statistical Release, Table H15, Selected Interest Rates.

The County anticipates the need to finance additional projects through capital lease agreements. The projects could include, but are not limited to additional performance-based contracts and other capital projects related to energy efficiency improvements. The timing and amount of these improvements are not known at this time. The County would like the right to supplement the Lease to include these additional projects at any time until December 31, 2013. As such, the County is requesting a separate bid that will be indexed to a percentage of the 5-year interest rate swap rate which would be valid for any supplement to the Lease occurring on or before December 31, 2013. If and when the County proceeds with the additional financing, it reserves the right to accept the indexed bid submitted as a part of this request for proposal, rebid the financing or use alternative financing mechanisms.

The Lease will be structured as a tax-exempt capital lease. Attached for your information is: (1) a Term Sheet and Bid Form (Appendix A); (2) form of Investor Representation Letter (Appendix B); (3) information regarding the equipment for each transaction (Appendix C); (4) and a form of the County’s standard capital lease agreement, which is subject to change at the discretion of the County (Appendix D). Also, each proposer must indicate any specific covenants or security features that will be required to obtain a financing commitment.

The County’s comprehensive annual financial report (CAFR) for the most recent three fiscal years ending December 31 are found on the County’s website.

<http://www.milwaukeecounty.org/ComprehensiveAnnualF12237.htm>

Terms and Conditions:

The County has the right to reject any and all proposals; to reduce the amount to be financed; to utilize alternative financing mechanisms; to disqualify any proposals not meeting the Request for Proposal due dates; to disqualify any proposals not following Request for Proposal communication procedures; and to disqualify any proposals not responsive to the criteria specified for evaluation. The County has the right to take into consideration the abstract and the formal content of the proposal. The County will not be liable for any costs incurred by proposers prior to the issuance of an agreement nor will pre-agreement costs be authorized to any firm. The County reserves the right to request clarification of submitted information and to request additional information from applicants.

Prior to making a final decision, the County reserves the right to negotiate with the recommended firm(s) any terms and conditions which may be different from those originally proposed or required by this RFP.

By submitting a bid, any bidder makes the representation that it understands Lease Counsel represents the County in the lease transaction and, if such bidder has retained Lease Counsel in an unrelated matter, such bidder consents to and waives any conflicts of interest arising from any adverse position to the County in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Lease Counsel.

All proposals and materials submitted in conjunction with the proposals will become the property of the County.

Master Lease Agreement:

This transaction will utilize the County's documents, a form of which from a similar transaction is attached. These documents will govern the structure of the transaction. Should any substantive changes be proposed, the bidder may identify any such changes as part of this bid. Failure to identify any such changes in the bid will preclude the bidder from raising any such changes thereafter. The County reserves the right to accept or reject any changes in language and reserves the right to make final conforming changes to the documents. If bids are subject to additional terms, the County reserves the right to award the bid to other than the lowest bidder. If there is a discrepancy between this RFP and the capital lease agreement, the language of the capital lease agreement will rule.

Political Contribution:

Indicate the amount of any political contribution to current Milwaukee County officials made by principals of your firm within the last three years.

Contents of Proposal:

All attachments, additional pages, addenda or explanation supplied by the lessor in the submission package will be considered as part of the RFP response. The material will be evaluated as part of the lessor's response to the RFP and will eventually be incorporated as part of the terms and conditions of the successful proposer's lease agreement with Milwaukee County.

Please Label Proposals with Firm's Name and Address and "Notice No. 6518 ~ Proposal for Capital Lease Financing". Six (6) sealed copies of the proposal shall be submitted. Five (5) sealed copies of the proposal for the capital lease for performance based contract financing must be received in the Office of the County Clerk, no later than 1:00 p.m. Central Time on February 23, 2010.

The other copy of the proposal should be sent to the County's financial advisor as follows:

Five Copies of Proposal to:
Ms. Cindy Archer, Director
C/O Milwaukee County Clerk's Office
Courthouse, Room 105
901 North Ninth Street
Milwaukee, WI 53233

One copy of Proposal to:
Mr. David Anderson
Public Financial Management, Inc.
115 South 84th Street,
Suite 100
Milwaukee, WI 53214

If it becomes necessary to revise any part of this RFP or otherwise provide additional information to potential bidders, and addendum will be posted on the County's website.

If you require additional information, please contact Pamela Bryant at (414) 278-4396.

* * * * *

APPENDIX A

Term Sheet and Bid Form

TERM SHEET

TAX-EXEMPT LEASE PURCHASE TRANSACTION
FOR
MILWAUKEE COUNTY, WISCONSIN
February 9, 2010

This term sheet is a summary of the terms for this financing and is not intended to be a complete description. Please refer to the Master Lease Agreement and attachments thereto for this financing, included as part of this request for additional information.

Lessee:	Milwaukee County
Total Transaction Size:	\$7,500,000*
Structure:	Tax-Exempt Capital Lease Subject to Appropriation Level Debt Service
Rating:	Unrated
Method of Sale:	Private Placement
Term:	10 years
Credit Enhancement:	None
Security:	The equipment
Use of Proceeds:	The proceeds will be used to finance energy saving capital improvements such as: lighting, controls, service contracts, and mechanical upgrades to various county-owned facilities as well as other miscellaneous improvements, and to pay for certain costs of issuance related to the financing. A description of the project and a detailed description of the equipment to be acquired are contained in Appendix C.
Advisors to the Transaction:	Lease Counsel: Chapman & Cutler LLP Financial Advisors: Public Financial Management, Inc., and Peralta Garcia Solutions.

* *Subject to change*

Milwaukee County
Lease Term Sheet
Page Two

Timing:	February 09, 2010:	Bids Released
	February 23, 2010:	Bids Due
	March 11, 2010:	Reference Date for 5-yr Swap Rate *
	March 18, 2010:	Board of Supervisors Approval *
	March 18, 2010:	Lease Closing *

Transaction Description:

This transaction \$7,500,000*, will be an advanced funded transaction with the entire amount of the proceeds placed in an escrow account(s) to be held by the Escrow Agent from which the equipment invoices and the costs of issuance will be paid. Payments will be made directly to the Investor by the County. Semiannual principal and interest lease payments will be made by the County, with the first principal and interest payment due on June 1, 2011.

This transaction will utilize the County's Lease Agreement, a form of which is attached. Should any changes be proposed, these changes should be identified and submitted with the Proposer's bid. The County reserves the right to accept or reject any changes in language. If bids are subject to additional terms, the County reserves the right to negotiate with Proposers and award the transaction to other than the lowest bid. Please attach the bid form and an amortization schedule for \$7,000,000* to complete the documentation.

The successful proposer will be required to provide an investor representation letter at the time of closing. A proposed form of the Investor Representation Letter is contained in Appendix B.

Milwaukee County reserves the right to reject all bids. The County reserves the right to cancel or postpone the bid date.

* *Subject to change*

**OFFICIAL BID FORM
TAX-EXEMPT LEASE PURCHASE TRANSACTION
FOR
MILWAUKEE COUNTY, WI**

Transaction Size: \$7,500,000* (total size including cost of issuance)

Term: 10 years

Structure: Semiannual payments of principal and interest in arrears.
Annual level debt service.
Funds are estimated to be required on March 18, 2010.
First payment by Lessee will be on June 1, 2011.

Proposers should provide their all-in cost of financing as a percentage of the 5-year interest rate swap rate as listed in the Federal Reserve Statistical Release, Table H15, Selected Interest Rates. The listed 5-year interest rate swap as of seven (7) calendar days prior to the Lease Closing will govern.

All-in Cost of Financing: _____% of the 5-year interest rate swap rate
(Inclusive of all proposer's fees - no costs will be paid by the County)

Based on the February 9, 2010, 5-year interest rate swap rate as listed in the Federal Reserve Statistical Release, Table H15, Selected Interest Rates provide the following information.

Interest Rate:	_____%
Payment Structure:	
Total Principal Payment	\$7,500,000*
Total Interest Cost Over Term	\$ _____
Semiannual Payment Amount	\$ _____

Proposer Name and Contact Person: _____
Email Address: _____
Telephone Number: ()

ATTACH AMORTIZATION SCHEDULE

Bid For Additional Capital Lease
The County is considering undertaking additional projects with a debt structure similar to that described above on this Official Bid Form. Please provide an all-in financing rate (indexed to the 5-year interest rate swap rate) that would be in effect for a tax-exempt capital lease purchase transaction closing on or before December 31, 2013. The County reserves the right to accept the indexed bid below or rebid the financing.
All-in cost of Financing: _____% of the 5-year interest rate swap rate

* *Subject to change*

APPENDIX B

Form of Investor Representation Letter

**FORM OF
INVESTOR REPRESENTATION LETTER**

Milwaukee County, Wisconsin
Chapman and Cutler LLP
Public Financial Management, Inc.

Ladies and Gentlemen:

The undersigned (the “Lessor”) intends to enter into a Master Capital Lease Agreement dated as of March 18, 2010 (the “Lease”) with Milwaukee County, Wisconsin (the “Lessee”), to finance various improvements (the “Equipment”) designed to provide greater energy efficiency. The Lessor will advance funds under the Lease. All payments by the County under the Lease are subject to annual appropriation by the County Board of Supervisors of the Lessor.

The Lessor hereby agrees that its investment under the Lease shall constitute an affirmation, with respect to its investment under such Lease, of the following representations, upon which you may rely:

1. The Lessor understands that no official statement, prospectus, offering circular, private placement memorandum or other offering statement containing material information with respect to the Lease is being furnished and that the Lessor is responsible for making its own inquiry and analysis, exercising due diligence, with respect to the Lessee, the Lease, the security therefor and other material factors affecting the security for and payment of the Lease.
2. The Lessor acknowledges that it has had the opportunity to obtain such information and materials as the Lessor believes to be necessary to evaluate the merits and risks of its investment in the Lease. In making its investment decision, the Lessor has relied solely upon its independent investigation and had the opportunity to ask questions and receive answers concerning the Lessee, the Lease, and the security therefor.
3. The Lessor has knowledge and experience in the financial and business matters that make it capable of evaluating the merits and risks of its investment in the Lease. The Lessor acknowledges that no market may exist for resale of the Lease. The Lessor is able to bear the economic risks of such investment for an indefinite period of time.
4. The Lessor acknowledges that it is an “accredited investor” as defined in Regulation D under the Securities Act of 1933, as amended.

5. The Lessor recognizes that in this transaction, none of Chapman and Cutler LLP, Laster & Garcia, or the Lessee's financial advisor are responsible for the completeness and accuracy of any information or materials furnished to the Lessor or obtained by it from any source, and acknowledges that, as between the Lessor and said party, the Lessor assumes responsibility for obtaining such information and making such investigation as it deems necessary or desirable in connection with its decision to make its investment under the Lease.
6. The Lessor understands that the Lease will carry no rating from any rating service, and pursuant to exemptions therefrom, are not being registered under the Securities Act of 1933 as amended, and is not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state. The Lessor acknowledges that the Lease may be resold in the future only in compliance with applicable federal and state securities laws.
7. The Lessor is entering into the Lease solely for investment for the Lessor's own account and not with a view to, or for offer or sale in connection with, a public distribution of the Lease.

This letter is intended solely for the use and benefit of the addressees; no other person may rely hereon.

Lessor

APPENDIX C

Proposed Equipment To Be Leased

Honeywell

j. Courthouse:	
i. VFDs on 4 AHUs:	\$244,144
ii. DCC Control System:	\$293,611
iii. Steam Trap Testing-Repair:	\$119,679
iv. Retro-fit Chilled Water Pump:	\$84,573
v. Bldg. Envelop Imprvts:	\$11,776
vi. Water Conservation:	\$171,730
vii. PX Power Managemetn:	\$30,025
k. Criminal Justice Facility:	
i. NightSetback & Occupancy Cntrl:	\$55,850
ii. Install Ventillation Cntrl in Sally Port:	\$39,893
iii. Bldg. Envelop Imprvts:	\$13,241
iv. Steam Trap Testing/Repair:	\$47,871
v. Water Conservation:	\$171,539
vi. Auto Cntrl for Inmate Areas:	\$873,175

TOTAL Honeywell ECM Costs:

\$2,157,107

AMERESCO

a. King Park:	
i. Vend Miser:	\$4,772
b. Kozi Community Center:	
i. Vend Miser	\$1,590
c. Wilson Park (Ice Arena)	
i. Lighting Retro-fit:	\$90,416
ii. Vend Miser:	\$5,567
d. Noyes Pool:	
i. Pool Cover:	\$123,869
ii. Vend Miser:	\$1,590
e. Pulaski Pool:	
i. Pool Cover:	\$123,869
ii. Vend Miser:	\$1,590
f. Sports Complex:	
i. Lighting Retro-fit:	\$192,764
g. Boys/Girls Club:	
i. Lighting Retro-fit:	\$87,945
h. Transit Fleet Maint:	
i. Lighting Retro-fit:	\$221,718
ii. Compressed Air Distr.:	\$89,455
i. Transit Admin. Bldg.:	
i. Lighting Retro-fit:	\$112,604

TOTAL AMERESCO ECM Costs:

\$1,057,749

FIM#	FIM NAME/Description	Price	
CCC-1	Install Stand alone chiller Plant	\$927,854	
CCC-2	Install stand along boiler plant	\$406,287	
CCC-3	Convert to Metasys Extended Architecture & Schedule Air Handling Units	\$142,390	
CCC-4	Upgrade existing controls system with Facility Performance Indexing(FPI) system	\$18,394	
CCC-5	Convert existing AHU-15 pneumatic controls to DDC controls	\$36,944	
CCC-6	Install 5kW PhotoVoliac system for power generation	\$0	
CCC-7	Install solar thermal domestic hot water heating system	\$126,378	
CCC-8	Provide new electronic ballast for existing lighting	\$278,583	
CCC-9	Provide parking lot LED lighting	\$93,804	
CCC-10	Upgrade existing plumbing fixtures with low flush fixtures	\$37,975	
CCC-11	Installing Vending Miser on vending machines.	\$1,052	
	Total - Childrens Court Center		\$2,069,661
G-1	Install stand along boiler plant	\$407,724	
G-2	Convert to Metasys Extended Architecture	\$191,496	
G-3	Setback temperature in garage during unoccipied hours	\$65,376	
G-4	Provide destratification fans in garage areas	\$40,817	
G-5	Provide VSD on secondary hot water pump	\$31,789	
G-6	Install 5kW PhotoVoliac system for power generation	\$0	
G-7	Upgrade garage Lighting with new energy efficient lighting	\$412,292	
G-8	Provide parking lot LED lighting	\$111,204	
G-9	Upgrade existing plumbing fixtures with low flush fixtures	\$19,824	
G-10	Installing Vending Miser on vending machines.	\$1,052	
	Total - Fleet Garage		\$1,281,574
PAB-1	Install stand along boiler plant	\$138,701	
PAB-2	Installing Vending Miser on vending machines.	\$527	
	Total - Parks Administration Building		\$139,228
	TOTAL All Buildings	\$3,490,463	

APPENDIX D

Form of Capital Lease Agreement

MASTER CAPITAL LEASE AGREEMENT

among

CHASE EQUIPMENT LEASING INC.,
as Lessor,

MILWAUKEE COUNTY, WISCONSIN,
as Lessee,

and

DEUTSCHE BANK NATIONAL TRUST COMPANY,
as Escrow Agent

Dated as of December 1, 2007

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MASTER CAPITAL LEASE AGREEMENT

Lessor: Chase Equipment Leasing Inc.
1111 Polaris Parkway, Suite A-3
Columbus, Ohio 43240
Attention: Lory King

Lessee: Milwaukee County, Wisconsin
901 North Ninth Street, Room 308
Milwaukee, Wisconsin 53233
Attention: Pamela Bryant

Escrow Agent: Deutsche Bank National Trust Company
222 South Riverside Plaza
Chicago, Illinois 60606
Attention: Corporate Trust

THIS MASTER CAPITAL LEASE AGREEMENT dated as of December 1, 2007 (this "*Master Lease*"), among Chase Equipment Leasing Inc., an Ohio corporation, as Lessor (with its successors and assigns, the "*Lessor*"), and Milwaukee County, Wisconsin, as Lessee (with its successors and assigns as permitted hereunder, the "*Lessee*"), a political subdivision of the State of Wisconsin, and joined in for certain purposes by Deutsche Bank National Trust Company, a national banking association as Escrow Agent (the "*Escrow Agent*").

WITNESSETH:

WHEREAS, the Lessee is authorized and empowered under the laws of the State of Wisconsin to lease personal property; and

WHEREAS, the parties hereto desire that the Lessee from time to time lease from the Lessor Equipment (as hereinafter defined) to be identified by the Lessee on the terms and conditions hereinafter set forth, which Equipment shall be specifically identified in the Schedule or Schedules (as hereinafter defined) attached hereto and made a part hereof; and

WHEREAS, in connection with the execution of each Schedule, the Lessor shall deposit with the Escrow Agent the amount specified in such Schedule and represented by the Lessee to be sufficient to acquire the Equipment identified on such Schedule; and

WHEREAS, the Lessee shall make Rental Payments (as hereinafter defined) and certain other payments directly to the Lessor for the possession and use of the Equipment; and

WHEREAS, this Master Lease shall not be deemed to constitute an indebtedness or a debt or liability or moral obligation of the Lessee, the State of Wisconsin (the "*State*") or any political subdivision thereof, or a pledge of the faith and credit or taxing power of the Lessee, the State or any political subdivision thereof, and the payments to be made by the Lessee hereunder

shall be payable from available moneys of the Lessee, and shall be subject to annual appropriation by the County Board of Supervisors of the Lessee; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged and in consideration of the premises contained in this Master Lease, the Lessor, the Lessee and the Escrow Agent agree as follows; *provided, however*, that if the Lessee shall pay or cause to be paid the Purchase Price (as hereinafter defined), and shall have performed and truly kept and observed all of the covenants and conditions to be kept, performed and observed by it under this Master Lease, and shall pay or cause to be paid to the Lessor all sums of money due in accordance with the terms and provisions hereof, then, except to the extent specifically provided for herein, this Master Lease and the rights hereby granted shall cease and be void.

ARTICLE I

COVENANTS OF LESSEE

The Lessee represents, covenants and warrants for the benefit of the Lessor, as follows:

(a) The Lessee is, and throughout the Lease Term shall continue to be, (i) a political subdivision of the State; and (ii) authorized to lease, purchase and hold personal property.

(b) The Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and its status as a governmental unit within the meaning of Section 141 of the Code (as hereinafter defined).

(c) The Lessee is authorized under the Constitution and laws of the State to enter into this Master Lease and the transactions contemplated hereby, and to perform all of its obligations under this Master Lease.

(d) The Lessee has been fully authorized to execute and deliver this Master Lease under the terms and provisions of the resolution of its governing body, or by other appropriate official approval, and further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Master Lease, and the Lessee has complied with such public bidding and determination of need requirements as may be applicable to this Master Lease and the lease and acquisition by the Lessee of the Equipment under this Master Lease. The Lessee shall cause to be executed and delivered in connection with each Schedule attached hereto and made a part hereof an opinion of its counsel satisfactory to the Lessor.

(e) During the Lease Term, except as otherwise permitted by this Master Lease, the Equipment will be used by the Lessee only for the purpose of performing services related to its status as a governmental unit within the meaning of Section 141 of the Code and consistent with the permissible scope of the Lessee's authority.

(f) The Lessee will use the Equipment only to perform essential governmental or proprietary functions of the Lessee.

(g) During the period this Master Lease is in force, the Lessee will annually provide the following: (i) no later than 270 days after the end of each Fiscal Year, to the Lessor, annual audited financial statements for such Fiscal Year; (ii) no later than 60 days after its adoption, the operating budget for the ensuing Fiscal Year; and (iii) such other financial information relating to the ability of the Lessee to continue performing hereunder as may be reasonably requested by the Lessor.

(h) The parties hereby agree that as among themselves, the Equipment is, and during the period this Master Lease is in force will remain, personal property or fixtures.

(i) There is no action, suit, proceeding, claim, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body pending or, to the best of the Lessee's knowledge, either threatened against or affecting the Lessee that challenges the Lessee's authority to enter into this Master Lease or any Schedule attached hereto and made a part hereof, or any other action wherein an unfavorable ruling or finding would adversely affect the enforceability of this Master Lease or any Schedule attached hereto and made a part hereof, or the exclusion of the interest component of the Rental Payments from gross income for federal income tax purposes under the Code, or would materially and adversely affect any of the transactions contemplated by this Master Lease or any Schedule attached to and made a part of this Master Lease.

ARTICLE II

DEFINITIONS

The following terms used herein will have the meanings indicated below unless the context clearly requires otherwise:

“Acquisition Costs” means with respect to any Schedule, (i) the contract price paid or to be paid to the Vendors for any portion of the Equipment upon the Lessee's acceptance thereof and in accordance with the Purchase Agreement therefor, and (ii) administrative, engineering, legal, financial and other costs incurred by the Lessor, the Lessee, the Escrow Agent, and the Vendors in connection with the acquisition, installation, and refinancing by the Lessor of any portion of the Equipment up to a maximum amount equal to 20% of the aggregate original contract price of the Equipment, and (iii) unless prohibited by a particular Schedule, the interest component of Rental Payments permitted to be capitalized under the Code (*“Capitalized Interest”*).

“Acquisition Escrow Fund” means the fund established and held by the Escrow Agent pursuant to Section 15.02 hereof, including therein a separate account for each Schedule attached to and made a part of this Master Lease.

“*Acquisition Period*” means, with respect to any Schedule attached hereto and made a part hereof, that period stated in such Schedule, commencing on the date of execution thereof and ending not later than three years later, during which the Lease Proceeds attributable to such Schedule may be expended on Acquisition Costs.

“*Authorized Officer*” means: (a) in the case of the Lessor, the President, any Vice President or Assistant Vice President of the Lessor, and when used in reference to an act or document of the Lessor, also means any other person authorized to perform the act or sign the document; (b) in the case of the Lessee, the Chairman of the County Board of Supervisors, the Vice Chairman of the County Board of Supervisors, the County Executive, the County Treasurer, the County Clerk, the Director of the Department of Administrative Services and when used with reference to an act or document of the Lessee, also means any other person authorized to perform the act or execute the document; and (c) in the case of the Escrow Agent, shall mean the President, any Vice President or any Assistant Vice President, and when used in reference to an act or document of the Escrow Agent, also means any other person authorized to perform such act or sign such document.

“*Certificate of Acceptance*” means a Certificate of Acceptance, in substantially the form set forth as *Exhibit D* attached hereto and made a part hereof, whereby the Lessee acknowledges receipt in good condition of particular items of Equipment identified therein, confirms the date of delivery thereof and certain other matters and forwards the related invoice.

“*Closing*” means the date on which this Master Lease is executed and delivered and each date on which a Schedule is delivered.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Commencement Date*” means, for each Lease, the date when the Lessee’s obligation to pay Rental Payments commences under a Schedule, which date shall be the earlier of (i) the date on which the Equipment listed in such Schedule is accepted by the Lessee, or (ii) the date on which sufficient moneys to purchase the Equipment listed in such Schedule are deposited for that purpose with an Escrow Fund.

“*County*” means the Lessee.

“*Equipment*” means the fixed and moveable personal property (including without limitation fixtures) to be used in connection with the Lessee’s operations identified in a Schedule executed by or pursuant to the authority of the Lessee and the Lessor and identified as part of this Master Lease (including certain items originally purchased through internal advances of the Lessee which are to be sold by the Lessee to the Lessor and leased back pursuant to the terms of this Master Lease), together with all replacement parts, additions, repairs, accessions, and accessories incorporated therein and/or affixed to such personal property and replacements and substitutions therefor and proceeds and products thereof.

“*Escrow Agent*” means (a) Deutsche Bank National Trust Company, a banking corporation duly organized and validly existing under the laws of the United States of America,

acting as Escrow Agent under this Master Lease; (b) any surviving, resulting or transferee entity, and (c) except where the context requires otherwise, any assignee(s) of the Escrow Agent.

“*Event of Nonappropriation*” means a failure by the Lessee at the end of any Fiscal Year beginning after December 31, 2008, to appropriate sufficient funds to make the Rental Payments coming due in the following Fiscal Year. An Event of Nonappropriation shall be deemed to occur on January 1 of any Fiscal Year for which the Lessee has failed to adopt a budget which provides sufficient funding for Rental Payments; *provided, however*, that the Lessor may waive any Event of Nonappropriation which is cured by the Lessee within a reasonable time.

“*Expense Fund*” means the fund established and held by the Escrow Agent pursuant to Section 15.03 of this Master Lease.

“*Fiscal Year*” means the fiscal year of the Lessee, which currently begins on each January 1 and ends on each December 31.

“*Government or Equivalent Obligations*” means (a) obligations issued or guaranteed by the United States of America; and (b) certificates evidencing ownership of the right to the payment of the principal of and interest on obligations described in clause (a), *provided* that such obligations are held in the custody of a bank or trust company satisfactory to the Escrow Agent, in a special account separate from the general assets of such custodian.

“*Initial Term Termination Date*” means, with respect to any Schedule, the term specified in such Schedule in accordance with Article IV of this Master Lease.

“*Lease*” or “*Master Lease*” means, collectively, this Master Lease, including *Exhibits A* through *D* attached hereto and made a part hereof, as any of the same may be supplemented or amended from time to time in accordance with the terms of this Master Lease. This Master Lease shall be implemented through the execution of Schedules numbered consecutively commencing with Schedule No. 1. For the purpose of construing a transaction as an integrated lease and for the purposes of the provisions of Article III and Article XIII hereof, the following shall be considered a single transaction and a legal and binding lease:

1. The Master Lease; and
2. A particular Schedule to the Master Lease.

“*Lease Proceeds*” means, with respect to any Schedule, the total amount of money to be paid by the Lessor to the Escrow Agent for deposit and application in accordance with such Schedule and Section 15.01 of this Master Lease.

“*Lease Term*” means, with respect to any Schedule, the Original Term and all renewal Terms as specified in such Schedule in accordance with Article IV hereof and for this Agreement means the period from the date hereof until this Agreement is terminated.

“*Lease Year*” means, with respect to any Schedule, each one-year period (or shorter period for the first or last year prior to the payment in full of such Schedule) ending on December 1 of each year.

“*Lessee*” means (a) Milwaukee County, Wisconsin, acting as lessee under this Master Lease; (b) any surviving, resulting or transferee entity of the Lessee; and (c) except where the context requires otherwise, any assignee(s) of the Lessee.

“*Lessor*” means (a) Chase Equipment Leasing Inc., acting as Lessor under this Master Lease; (b) any surviving, resulting or transferee corporation of the Lessor; and (c) except where the context requires otherwise, any assignee(s) of the Lessor.

“*Original Term*” means the period from the Commencement Date for each Schedule until the end of the Fiscal Year of the Lessee in effect on the Commencement Date.

“*Project*” means the Equipment.

“*Purchase Agreements*” means the Lessee’s purchase agreements with the Vendors of the Equipment.

“*Purchase Price*” means the amount which the Lessor may from time to time, in its discretion, pay or cause to be paid, in order to purchase the Equipment, as provided in Article XI hereof, such amount being set forth in the Schedule relating to such Equipment.

“*Renewal Term*” means the renewal term of each Lease, each having a duration of one year and a term co-extensive with Lessee’s Fiscal Year, as specified in the Schedule applicable thereto.

“*Rental Payments*” means the basic rental payments (but excluding fees, reimbursements and other amounts payable to the Lessor hereunder, but excluding amounts designated as Additional Rents under Section 10.04 hereof) payable by the Lessee pursuant to the provisions of this Master Lease during the Lease Term as specifically set forth in applicable Schedules to this Master Lease. As provided in Article VI hereof, Rental Payments shall be payable by the Lessee directly to the Lessor in the amounts and at the times during the Lease Term as set forth in the applicable Schedule.

“*Schedule*” means, with respect to the financing of the Equipment under this Master Lease, a Schedule of Leased Equipment and Rental Payments in substantially the same form set forth as *Exhibit C* attached hereto and made a part hereof, which has been executed by the Lessor and the Lessee, reasonably identifies the Equipment subject to such Schedule, sets forth the Rental Payments and Purchase Price payable in respect thereof, and states the Lease Term applicable thereto and certain other matters. Schedules shall be numbered consecutively beginning with 1, and each Schedule shall be accompanied by: (a) the resolution of the Lessee authorizing the execution of such Schedule and related documents and, where applicable, authorizing internal advances to finance the Equipment in anticipation of leasing the same from the Lessor; (b) an opinion satisfactory to the Lessor of the Lessee’s bond counsel as to the

exclusion from gross income of the interest component of the Rental Payments payable pursuant to such Schedule and other usual matters; (c) the Tax Exemption Certificate and Agreement of the Lessee; (d) an IRS Form 8038; (e) an opinion satisfactory to the Lessor of counsel to the Lessee regarding various matters; and (f) certificates of insurance demonstrating compliance with the insurance provisions of Article VIII with respect to the Equipment financed by the Schedule. Each Schedule in combination with this Master Lease shall constitute a fully integrated transaction existing in accordance with its own terms and conditions separate from and independent of all other transactions under this Master Lease.

“*State*” means the State of Wisconsin.

“*Vendor*” means the manufacturer of an item of Equipment, together with the agents or dealers of said manufacturer, from whom the Lessor has purchased or is purchasing items of Equipment.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.01. Acquisition of Equipment. (a) The Lessee either has ordered on behalf of the Lessor or shall order the Equipment (i) pursuant to a Schedule executed according to the provisions of this Master Lease, and (ii) pursuant to one or more Purchase Agreements from one or more Vendors. The Lessee shall remain liable to the Vendor in respect of its duties and obligations in accordance with the Purchase Agreement, other than the payment of the Purchase Price, and shall bear the risk of loss with respect to any loss or claim relating to any item of Equipment covered by any Purchase Agreement upon the Lessee’s acceptance of that Equipment.

The Lessee shall order the Equipment on behalf of, and as agent for, the Lessor, cause the Equipment to be delivered and installed at the location specified in the Schedule and cause to be paid from the Acquisition Escrow Fund on behalf of the Lessor any and all delivery and installation costs and all other costs in connection therewith.

(b) The obligation of the Lessor to purchase and pay for an item of Equipment is subject to the following conditions:

(i) The Lessee shall have accepted the Equipment on behalf of, and as agent for, the Lessor by delivery to the Lessor and the Escrow Agent of a Certificate of Acceptance and a requisition (which requisition shall be approved by the Lessor) and the documentation required by Section 15.05 hereof, whereupon the item of Equipment shall immediately become subject to and governed by the provisions of this Master Lease; and

(ii) There shall exist no Event of Default under this Master Lease or any condition, event or act which with notice or lapse of time, or both, would become an Event of Default under this Master Lease which has not been remedied or waived.

If either of the foregoing conditions has not been met with respect to an item of Equipment, the Lessee shall be deemed to have assumed the obligations of the Lessor to purchase and pay for such item in accordance with the Purchase Agreement.

Section 3.02. Lease of Equipment. The Lessor agrees to provide the consideration specified in the Schedules to be provided by it to acquire the Equipment and to lease to the Lessee, and the Lessee agrees to lease from the Lessor, the Equipment, all in accordance with the provisions of this Master Lease, to have and to hold for the Lease Term. The execution and delivery of this Master Lease shall not obligate the Lessor to execute and deliver any Schedule or to provide any funds with respect to any Schedule unless and until such Schedule has been executed and delivered by all parties thereto and subject to satisfaction of the conditions set forth in Section 3.01(b) of this Master Lease.

ARTICLE IV

LEASE TERM

Section 4.01. Commencement of Lease Term. The Lease Term applicable to any Schedule shall commence on the Commencement Date and shall terminate as provided in Section 4.02 of this Master Lease.

Section 4.02. Termination of Lease Term. The Lease Term applicable to any Schedule will terminate upon the earliest to occur of any of the following events:

- (a) the exercise by the Lessee of the option granted under the provisions of Articles IX or XI hereof to purchase the Equipment identified in such Schedule and the payment of all other amounts due from the Lessee hereunder with respect to such Schedule; or
- (b) the Lessor's election to terminate this Master Lease under Article XIII hereof due to the Lessee's default hereunder; or
- (c) the payment by the Lessee of all Rental Payments required to be paid by the Lessee hereunder and the payment of all other amounts due from the Lessee hereunder with respect to the applicable Schedules; or
- (d) a termination pursuant to Section 6.05(b) of this Master Lease.

ARTICLE V

ENJOYMENT OF EQUIPMENT

Section 5.01. Possession of Equipment. The Lessor and the Lessee hereby covenant that the Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the

Equipment without trouble or hindrance from the Lessor, except as expressly set forth in this Master Lease.

The Lessor shall have the right at all reasonable times during business hours, upon reasonable advance notice to the Lessee, to enter into and upon the property of the Lessee for the purpose of inspecting the Equipment.

ARTICLE VI

RENTAL PAYMENTS

Section 6.01. Payment of Rental Payments. Subject to the provisions of Sections 6.04 and 6.05 hereof, the Lessee shall pay to the Lessor, the Rental Payments in lawful money of the United States of America, in the amounts and on the dates set forth in the Schedule relating to such Rental Payments. All other amounts required to be paid by the Lessee hereunder shall be paid in lawful money of the United States of America.

Section 6.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents the payment of, interest, and the balance of each Rental Payment is paid as, and represents the payment of, principal. Each Schedule hereto shall set forth the principal and interest components of each Rental Payment payable thereunder during the Lease Term.

Section 6.03. Rental Payments. Subject in each Fiscal Year to the annual budgeted availability of sufficient funds for such purposes, the obligations of the Lessee to make payment of the Rental Payments required under this Article VI and to make other payments hereunder and to perform and observe the covenants and agreements contained herein shall be absolute and unconditional in all events, without abatement, diminution, deduction, set-off or defense for any reason, including, without limitation, any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation, destruction or unforeseen circumstances. Notwithstanding any dispute between the Lessee and any of the Lessor, any Vendor or any other person, and subject to the provisions of Section 6.04 hereof, the Lessee shall make all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall the Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments required under this Master Lease.

Section 6.04. Limited and Special Obligation of the Lessee; Annual Appropriations. The Rental Payments, the Additional Rents and any other payments to be made by the Lessee hereunder are payable solely and only from moneys generally available to the Lessee and annually appropriated by the County Board of Supervisors of the Lessee for such purpose. The obligations of the Lessee shall be subject to the annual option of the Lessee to terminate this Lease as further provided herein by a failure to appropriate, and shall not constitute a mandatory charge or requirement of the Lessee in any ensuing Fiscal Year beyond the then current Fiscal Year. No provision of this Lease shall be construed or interpreted as creating a general obligation or other indebtedness of the Lessee within the meaning of any constitutional or statutory debt limitation. Neither this Lease shall directly or indirectly obligate the Lessee to

make any payments beyond those budgeted and appropriated from the general fund of the Lessee for such Fiscal Year. No provision of this Lease shall be construed to pledge or to create a lien on any source or class of moneys of the Lessee. This Master Lease and the obligations of the Lessee to make such Rental Payments, such Additional Rents and such other payments of the Lessee hereunder shall not constitute an indebtedness of the Lessee within the meaning of any constitutional or statutory limitation or provisions, and no lien may be created or attached with respect to any property of the Lessee as a consequence of its execution and delivery of this Master Lease.

IN THE EVENT OF ANY EVENT OF NONAPPROPRIATION UNDER THIS MASTER LEASE, THE LESSOR MAY TERMINATE THIS MASTER LEASE AT THE END OF THE PERIOD THROUGH WHICH RENTAL PAYMENTS ARE PAID OR HAVE BEEN APPROPRIATED AND ARE AVAILABLE TO BE PAID, AND THE LESSEE SHALL NOT BE OBLIGATED TO MAKE PAYMENT OF THE RENTAL PAYMENTS PROVIDED FOR IN THIS MASTER LEASE BEYOND THAT PERIOD.

THE OBLIGATIONS OF THE LESSEE UNDER THIS MASTER LEASE SHALL NOT CONSTITUTE A PLEDGE OF THE FULL FAITH, CREDIT, OR TAXING POWER OF THE LESSEE WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL OR STATUTORY PROVISION.

Section 6.05. Nonappropriation. (a) Lessee is obligated only to pay such Rental Payments under each Schedule as may be lawfully be made from budgeted and appropriated for that purpose during Lessee's then current Fiscal Year. In the event that, prior to the end of any Fiscal Year beginning after December 31, 2008, the Lessee fails to appropriate sufficient funds to pay all Rental Payments due hereunder for the Fiscal Year commencing on the immediately succeeding January 1, an Event of Nonappropriation shall be deemed to have occurred as of that January 1; *provided, however*, that the Lessor may waive the Event of Nonappropriation which is cured by the Lessee within a reasonable time. In the event the Lessee cures any Event of Nonappropriation, the term of this Master Lease shall be reinstated without any further action required to be taken by the Lessee so long as the Lessee has not surrendered the Equipment.

(b) Upon an Event of Nonappropriation in any given Fiscal Year, upon written receipt of notice by the Lessor from the Lessee of such fact, which notice is to be delivered promptly by the Lessee upon the completion of the budgeting process by the Lessee, this Master Lease with respect to such Schedule automatically will terminate and all obligations of the Lessee to make further Rental Payments with respect to such Schedule will cease (except that the Lessee will remain responsible for the payment of all funds which have been previously allocated or appropriated for such purpose with respect to the then current Fiscal Year). The Lessor may exercise the remedies set forth in Section 13.02 hereof, *provided* that proceeds received from the exercise of such remedies shall be applied in the manner set forth in such section. In the event of such termination and exercise of remedies, the Lessee agrees to peaceably surrender possession of the Equipment, and assemble and deliver it, freight prepaid and insured, to any location designated by the Lessor within the State, at the Lessee's sole cost and expense.

Section 6.06. Tax Covenant. (a) It is the intention of the parties hereto that the interest portion of the Rental Payments received by the Lessor under any Schedule be and remain excludible from gross income of the owners thereof for purposes of federal income taxation.

(b) The Lessee covenants that, with respect to the law of federal income taxation as it exists currently, it will not intentionally perform any act that shall have the effect of terminating such exemption from federal income taxation of the interest portion of the Rental Payments received by the Lessor. In no event shall a change in law, whether proposed or implemented, be deemed to be an act or event as to which the Lessee is responsible.

(c) The Lessee covenants that it will pay any rebate due to the United States of America in connection with this Master Lease and any Schedule attached hereto and made a part hereof and that it will take any and all other actions lawfully within its powers and applicable to the acts done or omitted by the Lessee so as to maintain such exclusion from gross income for federal income tax purposes of the interest component of the Rental Payments under any attached Schedule attached hereto and made a part hereof, and that it will not perform any act or enter into any agreement or use or permit the use of the Equipment or any portion thereof in a manner that shall have the effect of terminating such exclusion from gross income for federal income tax purposes of the interest component of the Rental Payments received by the Lessor, including, without limitation, subleasing or transferring all or any portion of the Equipment or contracting with a third-party for the use or operation of all or any portion of the Equipment if entering into such sublease, transfer or contract would have such effect. In no event shall a change in law, whether proposed or implemented, be deemed to be an act or event for which the Lessee is responsible. The Lessee shall have the right under any sublease and any contract with respect to or for the use or operation of all or any portion of the Equipment to terminate such sublease or contract if, in the sole judgment of the Lessee, it shall be necessary to protect the exclusion from gross income for federal income tax purposes of the interest portion of the Rental Payments received by the Lessor.

(d) For federal tax purposes, it is the intention of the parties hereto that, during the term of this Master Lease, the Lessee be treated as the owner of the Equipment.

Section 6.07. Current Expenses. The obligations of the Lessee, including its obligation to pay the Rental Payments due in any Fiscal Year of the Lease Term, shall constitute a current expense of the Lessee for such Fiscal Year, and shall not constitute an indebtedness of the Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by the Lessee of any taxes or other moneys (other than moneys lawfully appropriated from time to time by or for the benefit of the Lessee for this Master Lease and the Net Proceeds of the Equipment) to the payment of any Rental Payment or other amount coming due under this Master Lease.

ARTICLE VII

TITLE TO EQUIPMENT; SECURITY INTEREST

Section 7.01. Title to the Equipment. During the Lease Term, legal title to the Equipment and any and all repairs, replacements, substitutions, and modifications to such Equipment shall be in the Lessor. The Lessee will at all times protect and defend, at its own cost and expense, the Lessor's title from and against all claims, liens, and legal processes of creditors of the Lessee, and keep all Equipment free and clear of all such claims, liens, and processes. The parties agree

that, as among themselves, the Equipment is and shall remain personal property or fixtures. Upon fulfillment of the conditions set forth herein, the Lessor shall have no further interest in the Equipment, and title to the Equipment shall pass to the Lessee.

Section 7.02. Change in Name of the Lessee; Change in Location of the Lessee's Principal Place of Business. The Lessee is hereby required to provide written notice to the Lessor of any change in its name or principal places of business from that set forth on the first page of this Master Lease. Such notice shall be provided thirty (30) days in advance of the date that such change is planned to take effect. This Section shall also apply to any of the Lessee's assignees or subassignees.

Section 7.03. Liens and Encumbrances to Title. The Lessee shall not create or permit to be created or remain, and shall promptly discharge any mechanic's or materialmen's liens as well as any other liens, encumbrances or rights of third parties with respect to the Equipment or this Master Lease, except those arising by, through or under this Master Lease, and the Lessee shall take all action as shall be necessary to protect and defend title and interest of the Lessor to and in the Equipment from such liens, encumbrances and rights. The Lessee shall promptly give the Lessor notice of any lien created upon the Equipment, stating the action the Lessee has taken or is about to take with respect thereto.

ARTICLE VIII

MAINTENANCE; MODIFICATION; TAXES; INSURANCE AND OTHER CHARGES

Section 8.01. Maintenance of Equipment by the Lessee. At all times during the Lease Term, the Lessee shall, at its own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements and renewals. Neither the Lessor nor the Escrow Agent shall have any responsibility in any of these matters, or for the making of improvements or additions to the Equipment. The Lessee shall perform or have performed at its own expense any maintenance or repair necessary to keep the Equipment in good working order.

Section 8.02. Taxes, Other Governmental Charges and Utility Charges. The parties hereto contemplate that the Equipment will be used for the tax-exempt purposes of the Lessee and, therefore, that the Equipment 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 is found to be subject to taxation in any form (except for income taxes, if any, of the Lessor resulting from the receipt of Rental Payments), the Lessee will pay during the Lease Term, as the same respectively come due, all taxes, payments-in-lieu of taxes, assessments and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment, as well as all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment; *provided*, that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as have accrued during the time this Master Lease is in effect.

Section 8.03. Provisions Regarding Insurance. (a) The Lessee shall maintain or cause to be maintained, throughout the Lease Term, subject to the requirements of State law and if reasonably available from a commercial carrier, a standard comprehensive general liability insurance policy or policies in protection of the Lessee and its members, officers, agents and employees. Said policy or policies shall provide for indemnification of said parties against direct or contingent loss or liability for damages for bodily and personal injury, death or property damage occasioned by the acquisition, installment or operation of the Equipment. Such liability insurance may be maintained as part of or in conjunction with any other liability insurance coverage carried or required to be carried by the Lessee, and may be maintained in whole or in part in the form of self-insurance by the Lessee. The net proceeds of such liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which the net proceeds of such insurance shall have been paid.

(b) The Lessee shall procure and maintain, or cause to be procured and maintained, throughout the Lease Term, subject to the requirements of State law, insurance against loss or damage to any part of the Equipment by fire or lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, also cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. Such insurance shall be in an amount equal to the lesser of (i) one hundred percent (100%) of the replacement cost of the Equipment, or (ii) the aggregate coverage of all such policies on the Equipment shall at least equal the principal component of the Rental Payments (but excluding fees, indemnifications and reimbursements and other amounts payable to the Lessor hereunder and excluding amounts designated as Additional Rents under Section 10.04 hereof) then remaining unpaid. Such insurance may be maintained as part of or in conjunction with any other fire and extended coverage insurance carried or required to be carried by the Lessee, and may be maintained in whole or in part in the form of self-insurance by the Lessee. All insurance proceeds from casualty losses shall be payable to the Lessor and the Lessee as hereinafter provided. The Lessee shall furnish to the Lessor, upon request, Certificates of Insurance evidencing such coverage throughout the Lease Term. Alternatively, upon the written approval of the Lessor, the Lessee may insure the Equipment under a blanket insurance policy or policies which cover not only the Equipment but also other properties.

Any insurance policy carried or maintained pursuant to this subsection (b) shall be so written or endorsed as to make losses, if any, payable to the Lessor and the Lessee as their respective interests may appear and, to the extent permitted under such policies, naming the Lessor as insured and loss payee. The Net Proceeds (as defined in Section 9.01) of the insurance required in this section shall be applied as provided in Article IX of this Master Lease.

(c) Each insurance policy provided for in this section shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interest of the Lessor without first giving written notice thereof to the Lessor at least ten (10) days in advance of such cancellation, non-renewal or modification.

Section 8.04. Advances. In the event the Lessee shall fail to maintain the full insurance coverage required by this Master Lease or shall fail to keep the Equipment in good repair and

operating condition, the Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by the Lessor shall become Additional Rents under Section 10.04 hereof, and the Lessee shall pay such amounts, together with interest thereon at the rate, to the extent permitted by law, of four percent (4%) per annum.

Section 8.05. Modifications and Substitutions. (a) The Lessee shall not, without the prior written consent of the Lessor, make any material alterations, modifications or additions to the Equipment which cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. Upon return of the Equipment to the Lessor and at the request of the Lessor, the Lessee, at its sole cost and expense, will remove all alterations, modifications and additions and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear and permitted modifications excepted.

(b) Notwithstanding the provisions of subparagraph (a) of this Section, the Lessee may, with the prior written consent of the Lessor, substitute for parts, elements, portions or all of the Equipment, other parts, elements, portions, equipment or facilities; *provided, however*, that any substitutions made pursuant to the Lessee's obligations to make repairs referenced under Section 8.01 or 9.01 hereof shall not require such prior written consent. The Lessee shall provide such documents or assurances as the Lessor may reasonably request to maintain or confirm the security interest assigned to the Lessor in the Equipment as so modified or substituted. In addition, the Lessee may, at Lessee's sole cost and expense, without the prior consent of the Lessor, modify or update any required software required to maintain the Equipment in proper working order.

Section 8.06. Indemnification. The Lessee assumes all risk and liability for, and shall defend, indemnify and keep the Lessor harmless on an after-tax basis from, any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses, including reasonable attorney fees and expenses, of whatsoever kind and nature imposed on, incurred by or asserted against the Lessor, in any way relating to or arising out of the manufacture, purchase, acceptance, rejection, ownership, possession, use, selection, delivery, lease, operation, condition, sale, return or other disposition of the Equipment or any part thereof (including, without limitation, any claim for latent or other defects, whether or not discoverable by the Lessee or any other person, any claim for negligence, tort or strict liability, any claim under any environmental protection or hazardous waste law and any claim for patent, trademark or copyright infringement). The Lessee will not indemnify the Lessor under this section for loss or liability arising from events which occur after the Equipment has been returned to the Lessor or for loss or liability caused by the negligence (excluding Indemnified Negligence, as defined herein) or willful misconduct of the Lessor. In this Section 8.06, the "Lessor" also includes any director, officer, employee, agent, successor or assign of the Lessor. The obligations of the Lessee under this Section 8.06 shall survive the expiration, cancellation or termination of this Master Lease. "Indemnified Negligence" means the passive negligence of the Lessor, negligence imputed to the Lessor by reason of interest of the Lessor in the Equipment, negligence imputed to the Lessor by the actions of the Lessee as agent for the Lessor, and

negligence attributed to the Lessor for the failure of the Lessor to monitor and require compliance by the Lessee with the terms of this Master Lease.

ARTICLE IX

DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 9.01. Damage, Destruction and Condemnation. Unless the Lessee shall have exercised the option to purchase the Equipment by making payment of the Purchase Price as provided herein, if prior to the termination of the Lease Term (i) the Equipment 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 or any part thereof or the estate of the Lessee in the Equipment 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, then the Lessee and the Lessor will cause the Net Proceeds (as hereinafter defined) of any insurance claim to be applied to the prompt repair, restoration, modification or improvement of the Equipment and the Net Proceeds of any condemnation award to be applied to the prompt replacement of the Equipment. Any balance of the Net Proceeds remaining after application in accordance with the preceding sentence shall be paid to the Lessee.

For purposes of Section 8.03 hereof and this Article IX, the term “*Net Proceeds*” shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including reasonable attorneys’ fees) incurred in the collection of such claim or award.

Section 9.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification, improvement or replacement referred to in Section 9.01 hereof, the Lessee shall either (i) complete the work and pay any cost in excess of the amount of the Net Proceeds, in which event the Lessee agrees that if the Lessee shall make any payments pursuant to the provisions of this Section, the Lessee shall not be entitled to any reimbursement therefor from the Lessor or the Escrow Agent, nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof; or (ii) if the Lessee is not then in default hereunder, pay to or cause to be paid to the Lessor the amount of the then applicable Purchase Price and all other amounts due from the Lessee hereunder with respect to the applicable Schedule, and, upon such payment, the Lease Term shall terminate, title to the Equipment shall transfer to the Lessee without any further action, and the security interest assigned to the Lessor in the Equipment shall terminate as provided in Article XI of this Master Lease. The amount of the Net Proceeds in excess of the then applicable Purchase Price, if any, may be retained by the Lessee.

ARTICLE X

DISCLAIMER OF WARRANTIES; VENDOR'S WARRANTIES; USE OF THE EQUIPMENT

Section 10.01. Disclaimer of Warranties. THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND, AS TO THE LESSOR, THE LESSEE'S LEASE AND PURCHASE OF THE EQUIPMENT SHALL BE ON AN "AS IS" BASIS. In no event shall the Lessor or the Escrow Agent be liable for any loss or damage in connection with or arising out of this Master Lease, the Equipment, or the existence, furnishing, functioning or the Lessee's use of any item or products or services provided for in this Master Lease.

Section 10.02. Vendor's Warranties. The Lessor hereby irrevocably appoints the Lessee its agent and attorney-in-fact during the Lease Term, so long as the Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights including warranties of the Equipment which the Lessor may have against the Vendor. The Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against the Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of the Lessor with respect to this Master Lease, including the right to receive full and timely payments under this Master Lease. The Lessee expressly acknowledges that the Lessor makes, and has made, no representation or warranties whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

Section 10.03. Use of the Equipment. The Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Master Lease. The Lessee shall secure all permits and licenses, if any, necessary for the installation and operation of the Equipment. The Lessee shall comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving any component of Equipment may extend and of any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment or its interest or rights under this Master Lease.

Section 10.04. Additional Rents. Subject to the provisions of Section 6.06 hereof, the Lessee shall pay to the Lessor as additional rents hereunder (the "*Additional Rents*"), in addition to the Rental Payments payable by the Lessee hereunder, such amounts in each year as shall be required by the Lessor in payment of any reasonable costs and expenses incurred by the Lessor in connection with the execution, performance or enforcement of this Master Lease, the lease of the Equipment to the Lessee, including but not limited to payment of all reasonable fees, costs and expenses and all administrative costs of the Lessor in connection with the Equipment, expenses (including, without limitation, reasonable attorney's fees and disbursements), fees of auditors or attorneys, insurance premiums not otherwise paid hereunder and all other direct and necessary administrative costs of the Lessor or charges required to be paid by it in order to comply with the terms of, or to enforce its rights under, this Master Lease. Such Additional

Rents shall be billed to the Lessee by the Lessor from time to time, together with a statement certifying that the amount so billed has been paid by the Lessor for one or more of the items above described, or that such amount is then payable by the Lessor for such items. Amounts so billed shall be due and payable by the Lessee within sixty (60) days after receipt of the bill by the Lessee.

ARTICLE XI

OPTION TO PURCHASE

Section 11.01. Purchase Rights. Lessee shall have the option to purchase all of the Equipment listed in a related Schedule, upon giving written notice to the Lessor at least 30, but not more than 120 days before the date of purchase, at the following times and upon the following terms:

(a) From and after the date specified in the related Schedule (the "*Purchase Option Commencement Date*"), on any date on and after December 21, 2009, upon payment in full of the Rental Payments then due under such Schedule plus the then applicable Purchase Price, as set forth in the applicable Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed on a Schedule, on the day specified in the Lessee's notice to the Lessor of its exercise of the Purchase Option upon payment in full to the Lessor of the Rental Payments then due under such Schedule plus the then applicable Purchase Price, or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of \$1.00 to Lessor.

Section 11.02. Partial Prepayment. The Lessee may on any payment date on and after December 21, 2009, in addition to any Rental Payment then due, make partial prepayments of the Purchase Price in the amount of \$100,000 or any integral multiple thereof. The applicable Schedule shall be recomputed to reflect the reduced Purchase Price, and the applicable Schedule shall be amended to reflect such prepayment. The Lessor and the Lessee shall execute the revised Schedule to acknowledge such change.

Section 11.03. Consummation of Purchase. In conjunction with the receipt of the full Purchase Price or the final Rental Payment due under such Schedule and all other amounts due from the Lessee hereunder with respect to such Schedule unless an Event of Default hereunder shall have occurred and be continuing as of such date the Lessor shall deliver to the Lessee such termination statements, bills of sale and other documents and instruments as the Lessee shall reasonably require to evidence the transfer of all rights and interest of the Lessor in such Equipment to the Lessee free and clear of all liens and encumbrances created by or arising, directly or indirectly, through the Lessor.

Section 11.04. Mandatory Prepayment. (a) A Schedule shall be subject to mandatory prepayment, as set forth in Section 15.06 hereof, in the event that at the end of the Acquisition Period there are unspent funds in the account within the Acquisition Escrow Fund relating to such Schedule. In such event, such unspent funds shall on the next payment date under the Schedule be applied pro rata to the prepayment of the principal components of outstanding Rental Payments, unless otherwise provided in such Schedule. The remaining Rental Payments shall be recomputed based upon the reduced principal balance and the Schedule shall be amended to reflect such prepayment of principal. The Lessor and the Lessee shall execute the revised Schedule to acknowledge such change.

(b) Subject to Section 12.02 hereof, all or substantially all of the assets of the Lessee located at and used in connection with the Lessee's business, including the Lessee's interest in this Master Lease and the Equipment, may be transferred to or acquired in any manner by another entity, subject to the opinion of the Lessee's bond counsel as to the continued exclusion the interest component of the Rental Payments from the gross income of the owners thereof for federal income tax purposes. However, if all or substantially all of such assets of the Lessee, including the Lessee's interest in this Master Lease and the Equipment, are transferred to or acquired in any manner by another entity, the Lessee may be required, at the direction of the Lessor, to prepay in whole the then applicable Purchase Price of all Equipment identified under any Schedule to this Master Lease and all other amounts due from the Lessee under this Master Lease.

ARTICLE XII

ASSIGNMENT, SUBLEASING, INDEMNIFICATION, MORTGAGING AND SELLING

Section 12.01. Assignment by Lessor. This Master Lease, and the right to receive payments hereunder, may be assigned and reassigned in whole or in part to one or more assignees or subassignees by the Lessor at any time subsequent to its execution, without the necessity of obtaining the consent of the Lessee or the Escrow Agent; *provided, however*, that no such assignment or reassignment shall be effective unless and until (a) the Lessee and the Escrow Agent shall have received notice of the assignment or reassignment disclosing the name and address of the assignee or subassignee, and (b) in the event that such assignment or reassignment is made to a bank or trust company as trustee for holders of certificates representing interests in this Master Lease, such bank or trust company agrees to maintain, or cause to be maintained, a book-entry system by which a record of the names and addresses of such holders as of any particular time is kept and agrees, upon request of the Lessee or the Escrow Agent, to furnish such information to the Lessee or the Escrow Agent, as the case may be. Upon receipt of notice of assignment, the Lessee will reflect in a book-entry the assignee designated in such notice of assignment, and shall agree to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, set-off or counterclaim whatsoever (whether arising from a breach of this Master Lease or otherwise) that the Lessee may from time to time have against the Lessor or the assignee. The Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements, which may be reasonably requested by the Lessor or its assignee to protect their interest in the Equipment and in this Master Lease.

Section 12.02. No Sale, Assignment or Subleasing by Lessee. This Master Lease and the interest of the Lessee in the Equipment may not be sold, subleased, assumed, assigned or encumbered by the Lessee without the prior written consent of the Lessor.

ARTICLE XIII

EVENTS OF DEFAULT AND REMEDIES

Section 13.01. Events of Default. The following constitute “Events of Default” under this Master Lease:

(a) failure by the Lessee to make Rental Payments in accordance with and subject to Section 6.03 hereof, failure by the Lessee to maintain insurance on the Equipment in accordance with Section 8.03 hereof, or violation by the Lessee of the provisions of Section 6.06 (c); or

(b) failure by the Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed by it hereunder (other than its failure to make Rental Payments as they become due) for a period of thirty (30) days after written notice is given to the Lessee by the Lessor, specifying such failure and requesting that it be remedied; *provided, however*, that if the failure stated in such notice cannot be corrected within such 30-day period, the Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Lessee within the applicable period and diligently pursued until the default is corrected.

Section 13.02. Remedies on Default. Whenever any Event of Default shall have occurred and be continuing hereunder, the Lessor shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial steps from time to time and which are otherwise accorded to the Lessor by applicable law:

(a) By written notice to the Lessee, with or without terminating this Master Lease, declare immediately due and payable an amount equal to all Rental Payments due or to become due during the fiscal year in effect when the default occurs.

(b) With or without terminating this Master Lease, retake possession of the Equipment wherever situated, without any court order or other process of law and without liability for entering the premises, and lease or make other disposition of the Equipment for use over a term in a commercially reasonable manner, all for the account of the Lessor; *provided*, that the Lessee shall remain directly liable for the deficiency, if any, between the rent or other amounts paid by a lessee of the Equipment pursuant to such lease during the same period of time, after deducting all costs and expenses incurred with respect to the recovery, repair and storage of the Equipment during such period of time;

(c) With or without terminating this Master Lease, retake possession of the Equipment wherever situated, without any court order or other process of law and

without liability for entering the premises, and sell the Equipment in a commercially reasonable manner. All proceeds from such sale shall be applied in the following manner:

FIRST, to pay all proper and reasonable costs and expenses associated with the recovery, repair, storage and sale of the Equipment;

SECOND, to pay (i) the Lessor the amount of all unpaid Rental Payments, if any, which are then due and owing, together with interest and late charges thereon, (ii) the Lessor the then applicable Purchase Price (taking into account the payment of past due Rental Payments as aforesaid), plus a pro rata allocation of interest, at the rate utilized to establish the interest component for the Rental Payment next due pursuant to the applicable Schedule, from the next preceding due date of a Rental Payment until the date of payment by the buyer, and (iii) any other amounts due hereunder, including indemnity payments, reimbursement of any advances, Additional Rent and other amounts payable to the Lessor hereunder; and

THIRD, to pay the remainder of the sale proceeds, purchase moneys or other amounts paid by a buyer of the Equipment, to the Lessee;

(d) Proceed by appropriate court action to enforce performance by the Lessee of the applicable covenants of this Master Lease (other than the payment of Rental Payments hereunder) or to recover for the breach thereof or to recover any amounts actually appreciated to and allocated by the Lessee for the payment of Rental Payments and unpaid by the Lessee during the current fiscal year;

(e) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights with respect to the Equipment; and

(f) Deliver written notice to the Escrow Agent to immediately liquidate all investments held in the Acquisition Escrow Fund, and the Escrow Agent shall liquidate such investments and transfer the proceeds thereof and all other moneys held in the Acquisition Escrow Fund to the Lessor.

All of the Lessee's rights in any Equipment the possession of which is retaken by the Lessor upon the occurrence of an Event of Default (including, without limitation, construction contracts, warranties, guaranties or completion assurances applicable to such Equipment) shall pass to the Lessor and the Lessee's rights in such Equipment shall terminate immediately upon such repossession.

Section 13.03. Return of Equipment. Upon the occurrence of an Event of Default hereunder, the Lessee shall allow the Lessor to recover the Equipment at the Lessor's sole cost and expense.

Section 13.04. No Remedy Exclusive. No remedy herein conferred upon or reserved to the 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 Master Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lessor to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice other than such notice as may be required by this Article XIII. All remedies herein conferred upon or reserved to the Lessor shall survive the termination of this Master Lease.

Section 13.05. Late Charge; Interest on Late Payment. Any Rental Payment not paid by the Lessee on the due date thereof shall, to the extent permitted by law and at the option of the Lessor, bear a late charge equal to one percent (1.0%) of the amount of the past due Rental Payment for each thirty (30) day period or portion thereof, but in no event shall such late charge be greater than that permitted by law.

Section 13.06. Force Majeure. If by reason of *force majeure* the Lessee is unable in whole or in part to carry out its agreements herein contained, other than the obligations on the part of the Lessee contained in Article VI and Sections 7.03, 8.03 and 12.03 hereof, the Lessee shall not be deemed to be in default during the continuance of such inability. The term "*force majeure*" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or any of their respective departments, agencies, or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; or explosions.

ARTICLE XIV

THE ESCROW AGENT

Section 14.01. Corporate Organization, Authorization and Capacity. The Escrow Agent represents and warrants that it is duly organized and validly existing and that by proper action it has been authorized to execute and deliver this Master Lease.

Section 14.02. Rights and Duties of the Escrow Agent.

(a) *Moneys to be Held in Trust.* All moneys received by the Escrow Agent under this Master Lease shall be held by the Escrow Agent in trust for the purposes herein specified, shall be applied subject to the provisions of this Master Lease, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either the Lessor or the Lessee.

(b) *Accounts.* The Escrow Agent shall keep proper accounts of its transactions hereunder (separate from its other accounts), which shall be open to inspection by the Lessor and the Lessee and their representatives duly authorized in writing.

(c) *Actions for Protection of Lessor.* The Escrow Agent shall not be required to monitor the financial condition of the Lessee or the physical condition of the Equipment and, unless otherwise expressly provided, shall not have any responsibility with respect to reports, notices, certificates or other documents filed with it hereunder, except to make them available for inspection by the Lessor. The Escrow Agent shall not be required to take notice of any other breach or default by the Lessee, except when given written notice thereof by the Lessor. The Escrow Agent shall not be required to take any remedial action unless reasonable indemnity is furnished for any expense or liability to be incurred therein.

(d) *Responsibility.* The Escrow Agent shall be entitled to the advice of counsel (who may be counsel for any party) and shall not be liable for any action taken in good faith in reliance on such advice. The Escrow Agent may rely conclusively on any notice, certificate or other document furnished to it under this Master Lease and reasonably believed by it to be genuine. The Escrow Agent shall not be liable for any action taken or omitted to be taken by it in good faith and reasonably believed by it to be within the discretion or power conferred upon it, or taken by it pursuant to any direction or instruction by which it is governed under this Master Lease or omitted to be taken by it by reason of the lack of direction or instruction required for such action, or be responsible for the consequences of any error of judgment reasonably made by it. When any payment or consent or other action by the Escrow Agent is called for by this Master Lease, the Escrow Agent may defer such action pending receipt of such evidence, if any, as it may reasonably require in support thereof. A permissive right or power to act shall not be construed as a requirement to act. The Escrow Agent shall in no event be liable for the application or misapplication of funds, or for other acts or defaults, by any person, firm or corporation except by its own directors, officers, agents and employees. No recourse shall be had by the Lessee or the Lessor for any claim based on this Master Lease or any agreement securing the same against any director, officer, agent or employee of the Escrow Agent, unless such claim is based upon the gross negligence, bad faith, fraud or deceit of such person. For the purposes of this Master Lease matters shall not be considered to be known to the Escrow Agent, unless they are known to an officer in its corporate trust department.

(e) *Surety Bond.* The Escrow Agent shall not be required to furnish any bond or surety.

(f) *Financial Obligations.* Nothing contained in this Master Lease shall in any way obligate the Escrow Agent to pay any debt or meet any financial obligations to any person in relation to the Equipment, except from moneys received under the provisions of this Master Lease or from the exercise of the Escrow Agent's rights hereunder, other than the moneys received for its own purposes.

Section 14.03. Fees and Expenses of Escrow Agent. Except to the extent the Escrow Agent has been paid or reimbursed from the Expense Fund or the Acquisition Escrow Fund, the Lessee shall pay to the Escrow Agent reasonable compensation for its services and pay or reimburse the Escrow Agent for its reasonable expenses and disbursements, excluding attorneys' fees, under this Master Lease.

Section 14.04. Resignation or Removal of the Escrow Agent. The Escrow Agent may resign on not less than thirty (30) days' notice given in writing to the Lessee and the Lessor, but

such resignation shall not take effect until a successor has been appointed. The Escrow Agent may be removed by written notice from the Lessor to the Escrow Agent and the Lessee.

Section 14.05. Successor Escrow Agent. Any corporation or association which succeeds the initial Escrow Agent or to the trust operations of a successor Escrow Agent as a whole or substantially as a whole, whether by sale, merger, consolidation or otherwise, shall thereby become vested with all the property, rights and powers of the Escrow Agent under this Master Lease, without any further act or conveyance.

In case the Escrow Agent resigns or is removed or becomes incapable of acting, or becomes bankrupt or insolvent, or if a receiver, liquidator or conservator of the Escrow Agent or of its property is appointed, or if a public officer takes charge or control of the Escrow Agent, or of its property or affairs, a successor shall be appointed by written notice from the Lessor to the Lessee. The Lessor shall notify the Lessee of the appointment in writing. The Lessor will promptly certify to the successor Escrow Agent that it has mailed such notice to the Lessee and such certificate will be conclusive evidence that such notice was given in the manner required by this Master Lease. If no appointment of a successor is made within forty-five (45) days after the giving of written notice in accordance with Section 14.04 hereof or after the occurrence of any other event requiring or authorizing such appointment, the outgoing Escrow Agent or the Lessee may apply to any court of competent jurisdiction for the appointment of such a successor, and such court may thereupon, after such notice, if any, as such court may deem proper, appoint such successor. Any successor Escrow Agent appointed under this Section shall be a trust company or a bank having the powers of a trust company, located in the State, having a capital and surplus of not less than \$50,000,000. Any such successor Escrow Agent shall notify the Lessor and the Lessee of its acceptance of the appointment and, upon giving such notice, shall become Escrow Agent, vested with all the property, rights and powers of the Escrow Agent hereunder, without any further act or conveyance. Such successor Escrow Agent shall execute, deliver, record and file such instruments as are required to confirm or perfect its succession hereunder and any predecessor Escrow Agent shall from time to time execute, deliver, record and file such instruments as the incumbent Escrow Agent may reasonably require to confirm or perfect any succession under this Master Lease.

ARTICLE XV

CREATION AND ADMINISTRATION OF FUNDS

Section 15.01. Application of Lease Proceeds. At the Closing of any Schedule, the Lessor shall pay the Lease Proceeds identified on such Schedule to the Escrow Agent, who shall apply such Lease Proceeds as follows: (a) the amount, together with funds provided by the Lessee, estimated to be needed to pay the costs associated with executing the Schedule, shall be deposited in the Expense Fund; and (b) the balance shall be deposited into a separate account for such Schedule within the Acquisition Escrow Fund.

Section 15.02. Acquisition Escrow Fund. An Acquisition Escrow Fund is hereby established to be held by the Escrow Agent. The moneys in the Acquisition Escrow Fund and any investments held as part of such Fund shall be held in trust and, except as otherwise

provided in this Master Lease, shall be applied by the Escrow Agent solely in accordance with Section 15.05 of this Master Lease. If there is an Event of Default known to the Escrow Agent with respect to Rental Payments or payments due to the Lessor or the Escrow Agent, the Escrow Agent may use the Acquisition Escrow Fund without requisition to make up the deficiency, and the Lessee shall restore the funds so used.

Section 15.03. Expense Fund. An Expense Fund is hereby established to be held by the Escrow Agent and Lease Proceeds shall be deposited therein as provided in Section 15.01 of this Master Lease. The moneys in the Expense Fund and any investments held as part of such Fund shall be held in trust, and, except as otherwise provided in this Master Lease, shall be applied by the Escrow Agent solely to the payment or reimbursement of the costs of preparing and executing this Master Lease and Schedules attached hereto and made a part hereof, including the placement with purchasers of such Schedules. The Escrow Agent shall pay from the Expense Fund the reasonable fees and expenses of the Lessor and the Lessee of preparing and executing the Schedules, including the fees and expenses of financial consultants, counsel to the Lessor, counsel to the Lessee and bond counsel, the Escrow Agent incurred prior to the complete acquisition of the Equipment in accordance with this Master Lease, any recording or similar fees and any expenses of the Lessee in connection with the preparation and execution of the Schedules which are approved by the Lessor. Earnings on the Expense Fund shall not be applied to pay costs of executing the Schedules, but shall be transferred to the Acquisition Escrow Fund as provided in Subsection 15.04(b) of this Master Lease. After all costs of executing the Schedules have been paid any amounts remaining in the Expense Fund shall be transferred to the Acquisition Escrow Fund. To the extent the Expense Fund is insufficient to pay any of the above costs, the Lessee shall be liable for the deficiency, and shall pay such deficiency, as directed by the Lessor.

Section 15.04. Investments. (a) Pending their use under this Master Lease, moneys in the Expense Fund may be invested by the Escrow Agent at the direction of the Lessee in Permitted Investments (as defined below) maturing or redeemable at the option of the holder not later than the time when such moneys are expected to be needed. Moneys in the Acquisition Escrow Fund may be invested by the Escrow Agent at the direction of the Lessee in Permitted Investments maturing or redeemable at the option of the holder within the Acquisition Period and not later than the times when such moneys are expected to be needed. Notwithstanding the foregoing, any amount of Lease Proceeds deposited in the Acquisition Escrow Fund pursuant to Section 15.01 hereof which has not been expended within the applicable Acquisition Period shall, pending application in accordance with Section 15.06 hereof, be invested only in Permitted Investments with a yield not more than the yield on such Schedule, or in Permitted Investments described in clause 15.04(c)(1)(ii) hereof without regard to yield. Any investments pursuant to this subsection shall be held by the Escrow Agent as a part of the applicable Fund, and shall be sold or redeemed to the extent necessary to make payments or transfers or anticipated payments or transfers from such Fund.

(b) Except as set forth below, any interest realized on investments in any Fund and any profit realized upon the sale or other disposition thereof shall be credited to the Fund with respect to which they were earned and any loss shall be charged thereto. Earnings on the Expense Fund shall be transferred to the Acquisition Escrow Fund not less often than quarterly.

(c) (i) The term “*Permitted Investments*” means (A) obligations issued or guaranteed by the United States of America or its agencies, or to the payment of which the full faith and credit of the United States of America are pledged; (B) general obligations of the State or its political units; (C) interest bearing deposits in savings and loan associations to the extent that they are insured by an agency of the federal government, which mature in not more than three (3) years; (D) certificates of deposit issued by a bank or trust company, where the certificates of deposit are collaterally secured by securities of the type described in (A) and (B) above held by a third party as escrow agent or custodian, of a market value not less than the amount of certificates of deposit so secured, including interest, which mature in not more than three (3) years; *provided, however*, that collateral shall not be required to the extent the certificates of deposit are insured by an agency of the federal government; (E) repurchase agreements when collateralized by securities of the type described in (A), (B), (C), or (D) above; or (F) any other investments now or hereafter permitted under State law and the Lessee’s internal investment policy as amended from time to time. Any such investments may be purchased from or through the Escrow Agent.

(ii) Notwithstanding the immediately preceding paragraph Permitted Investments shall not include the following:

(A) Government or Equivalent Obligations, certificates of deposit and bankers’ acceptances, in each case with yields lower than the yield available on comparable obligations then offered by the United States Treasury.

(B) any demand deposit or similar account with a bank, trust company or broker, unless (1) the account is used for holding funds for a short period of time until such funds are reinvested or spent, (2) substantially all the funds in the account are withdrawn for reinvestment or expenditure within five (5) business days of their deposit therein, and (3) the average daily balance of all such accounts during any calendar month does not exceed in the aggregate \$250,000.

(C) repurchase agreements or investment agreements, unless (1) at least three (3) bids are obtained on the proposed repurchase agreement or investment agreement from persons other than those with an interest in the Bonds, (2) the yield on the repurchase agreement or investment agreement is at least equal to the yield offered by the highest bidder, and (3) a written record of the yield offered by each bidder is maintained.

Any of the requirements of this paragraph (ii) shall not apply to moneys allocable to any Schedule as to which the Escrow Agent, the Lessor and the Lessee shall have received an opinion of nationally recognized bond counsel satisfactory to the Lessee and the Lessor to the effect that such requirements are not necessary to preserve the exclusion of the interest component of the Rental Payments under such Schedule from the gross income of the owner thereof for federal income tax purposes. Permitted Investments shall not include any investment that would cause any Schedule hereunder to be federally guaranteed within the meaning of Section 149(b) of the Code.

(d) A security interest required by Subsections 15.04(c)(i) hereof, if any, shall be perfected in such manner as may be provided by law. In the case of a repurchase agreement, if under applicable law, including the federal Bankruptcy Code, the agreement is recognized as transferring ownership in the underlying securities to the investing party with a right to liquidate the securities and apply the proceeds against the repurchase obligation, all free and clear of the claims of creditors and transferees of the other party, the interest of the investing party shall be regarded as the equivalent of a perfected security interest for the purposes of this Subsection. In any case, however, if the underlying securities or the securities subject to the security interest are certificated securities (as opposed to uncertificated or book-entry securities), they shall be delivered to the Escrow Agent, or to a depository satisfactory to the Escrow Agent, as the case may be, either as agent for the Escrow Agent or as bailee with appropriate instructions and acknowledgement, at the time of or prior to the investment, or, if the security interest is perfected without delivery, delivery shall be made within three (3) business days. Possession by the Escrow Agent of the security for an obligation of the Escrow Agent shall not be deemed to satisfy the requirements of this subsection unless there is an opinion of counsel satisfactory to the Lessee to the effect that such possession satisfies the requirements of this subsection.

Section 15.05. Expenditure of Acquisition Escrow Fund. Moneys in an account within the Acquisition Escrow Fund shall be expended for the payment of the Acquisition Costs associated with the Schedule to which such account relates as directed by requisitions, substantially in the form as *Exhibit A* attached hereto and made a part hereof, signed on behalf of the Lessee by an Authorized Officer of the Lessee, on behalf of the Lessor as purchaser of the Equipment. Each requisition for payment of any Acquisition Cost incurred pursuant to a Purchase Agreement shall attach (a) an assignment to the Lessor of the Lessee's right, title and interest in such Purchase Agreement insofar as it relates to the right to purchase and pay for the items of Equipment identified in the Schedule to which such account relates; (b) a Certificate of Acceptance in the form of *Exhibit D* attached hereto and made a part hereof, pertaining to such items of Equipment for which a final payment is to be made under such requisition; (c) a true copy of the Vendor's statement; (d) where applicable, a true copy of any change order approved by the Lessee, on behalf of the Lessor, increasing the purchase price over the amount specified in the Purchase Agreement; (e) waivers of liens and claims, if any, executed by the Vendors and any subcontractor which has provided any work or materials for such Equipment, showing payment of all costs incurred in providing such work or materials, in an amount equal to the amount requested for payment; and (f) bills of sale for any item of such Equipment for which a bill of sale may be delivered, in favor of the Lessor. *Exhibit B* attached hereto contains a form of bill of sale which may be used for the purpose of satisfying the requirement of clause (f) above, which bill of sale shall be executed by the Vendor to the Lessor.

Each requisition for payment of an Acquisition Cost in the form of a reimbursement for the cost of certain items originally financed through internal advances of the Lessee in anticipation of leasing the same from the Lessor, or in the form of a reimbursement for the cost of certain items originally financed through internal advances of the Lessee for which delivery is progressing at the Closing of an applicable Schedule shall attach (a) a true copy of the Vendor's statement; (b) where applicable, a true copy of any change order approved by the Lessee, on behalf of the Lessor, increasing the purchase price over the amount specified in the Purchase Agreement; (c) waivers of any liens and claims executed by the Vendors and any subcontractor

which has provided any work or materials for such Equipment, showing payment of all costs incurred in providing such work or materials, in an amount equal to the amount requested for payment; (d) bills of sale to the Lessor as above described.

Notwithstanding any provision hereof to the contrary, the Lessee also may requisition from the Acquisition Escrow Fund, on behalf of the Lessor, any investment earnings on such Fund in order to apply such amounts to Rental Payments due hereunder; *provided, however*, that following such requisition there remained on deposit in the Escrow Fund sufficient funds to acquire the Equipment pursuant to the related Schedule.

The signers of the requisition may rely, as to conclusions of law, on an opinion of counsel furnished to the Lessor and referred to in the requisition. Prior to payment pursuant to the requisition it shall be certified for payment on behalf of the Lessor by an Authorized Officer. The Lessor may waive any provision required to be contained in the requisition upon advice of counsel that the waiver does not adversely affect the security for this Master Lease.

Section 15.06. Completion of Acquisition of the Equipment. The Lessee on behalf of the Lessor shall cause the Equipment to be acquired and installed free of any liens or claims of others, except for this Master Lease. In the event moneys available in the Acquisition Escrow Fund are insufficient, the Lessee shall pay the remainder of the cost of such acquisition and installation from its own funds. Any such payment shall not be a credit against, nor result in a reduction of, Rental Payments, Additional Rents or other amounts payable by the Lessee under this Master Lease. Completion of the acquisition of the Equipment identified by a particular Schedule shall be evidenced by the Lessee's filing with the Lessor and the Escrow Agent a certificate signed by an Authorized Officer of the Lessee stating that such Equipment has been received and accepted and indicating the amount, if any, of funds then remaining in the related account within the Acquisition Escrow Fund. At such time the Lessee and the Lessor shall execute and deliver such documents or assurances, as may be necessary to reflect accurately the items of Equipment financed by the Lease Proceeds derived from such Schedule. Any balance in such account not then needed to pay the Acquisition Costs shall on the date the next Rental Payment is due under such Schedule be applied pro rata to the prepayment of the principal components of the outstanding Rental Payments under such Schedule in accordance with Section 11.04(b) hereof and such Schedule. The remaining Rental Payments shall be recomputed based upon the reduced principal balance and the applicable Schedule shall be amended to reflect such prepayment of principal. The Lessor and the Lessee shall execute the revised Schedule to acknowledge such change.

Section 15.07. Compliance with Rebate Requirement. (a) The Lessee covenants to comply with its Tax Exemption Certificate and Agreement delivered at the Closing of each Schedule, the terms of which are hereby incorporated by reference into this Master Lease.

For the purpose of complying with Section 148(f) of the Code and the regulations thereunder (the "*Rebate Provision*"), within forty-five (45) days after the close of each Lease Year (or any earlier date that may be necessary to make a required payment to the United States of America under Subsection (c) below), the Lessee shall compute the amount of the Excess (as defined in Subsection (b) below), if any, for each Schedule as of the close of such Lease Year.

For purposes of this subsection and Subsection (b), (i) computations of Excess shall be made as if the last day of the applicable Lease Year were an “installment computation date” within the meaning of Treas. Reg. §1.148-3(e)(1)(ii), or any successor regulation, and (ii) an Excess with respect to a Schedule shall not be less than zero.

(b) *Excess.* “*Excess*” means the sum of

(i) the excess of

(A) the aggregate amount earned on all Nonpurpose Investments, as defined below (other than investments attributable to an excess described in this subparagraph) attributable to the Gross Proceeds (as hereinafter defined) of the applicable Schedule including those in the Acquisition Escrow Fund and the Expense Fund, over

(B) the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the yield (determined in accordance with the Rebate Provision) on the Schedule to which such Gross Proceeds are attributable, plus

(ii) any income attributable to the Excess described in subparagraph (i) above.

The amount of any calculated Excess shall be reduced by any payments made to the United States pursuant to Subsection (c). The terms “*Nonpurpose Investment*” and “*Gross Proceeds*” shall have the meanings given in the Code and the regulations promulgated thereunder, and shall be applied as provided therein.

(c) *Payment of Rebate to the United States of America.*

(i) No later than sixty (60) days after the close of the fifth Lease Year following the date of execution of a Schedule (or any earlier date that may be required to comply with the Rebate Provision) and the close of each fifth Lease Year thereafter, the Lessee shall pay to the United States of America the full amount then required to be paid under the Rebate Provision as certified by the Lessee in accordance with Subsection (c)(ii). Within sixty (60) days after a given Schedule has been paid in full, the Lessee shall pay to the United States of America the full amount then required to be paid under the Rebate Provision as certified by the Lessee in accordance with Subparagraph (c)(ii) below. Each such payment shall be made to the Internal Revenue Service Center, Philadelphia, Pennsylvania, 19255 or any successor location specified by the Internal Revenue Service, accompanied by a Form 8038-T (or other similar information reporting form) furnished by the Lessee.

(ii) No later than fifteen (15) days prior to each date on which a payment could become due under Subsection (c)(i) above (a “*Rebate Payment Date*”), the Lessor shall deliver to the Lessee and the Escrow Agent a certificate either summarizing the

determination that no amount is required to be paid or specifying the amount then required to be paid pursuant to Subsection (c)(i) above.

(d) *Records.* The Lessee and the Escrow Agent shall keep such records as will enable them to fulfill their responsibilities under this Section and the Rebate Provision.

(e) *Interpretation of this Section.* The purpose of this Section is to satisfy the requirements of the Rebate Provision. Accordingly, this Section shall be construed so as to meet such requirements. The Lessee covenants that all action taken under this Section shall be taken in a manner that complies with the Rebate Provision and that it shall neither take any action nor omit to take any action that would cause this Master Lease to be an “arbitrage bond” within the meaning of the Code by reason of the failure to comply with the Rebate Provision.

(f) *Prompt Expenditure of Proceeds.* The Lessee may exclude from its computation of an Excess required by Subsection 15.07(a) hereof any Gross Proceeds that are not subject to rebate pursuant to Section 148(f)(4)(B) of the Code.

(g) *Compliance by the Lessee.* To the extent any payment of rebatable arbitrage is either insufficient or not timely made to the United States of America, the Lessee shall pay to the United States of America any deficiency, correction amount, interest, penalty or other amount necessary to prevent any Schedule from becoming an arbitrage bond within the meaning of Section 148 of the Code. The Lessee covenants that to the extent necessary it shall obtain the advice and assistance of experts to aid it in complying with the Rebate Provision.

ARTICLE XVI

MISCELLANEOUS

Section 16.01. Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered by hand or overnight courier or mailed by registered mail, postage prepaid, to the parties at their addresses specified at the beginning of this Master Lease.

Section 16.02. Binding Effect. This Master Lease shall inure to the benefit of and shall be binding upon the Lessor, the Lessee, the Escrow Agent and their respective successors and assigns, as permitted by this Master Lease.

Section 16.03. Severability. In the event any provision of this Master Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Master Lease.

Section 16.04. Amendments. To the extent permitted by law, the terms of this Master Lease shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written instrument signed by the parties hereto, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the

specific purpose given; nor shall any such amendment that affects the rights or obligations of the Escrow Agent be effective without such party's consent.

Section 16.05. Execution in Counterparts. This Master Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument and any of the parties hereto may execute this Master Lease by signing any such counterpart.

Section 16.06. Applicable Law. This Master Lease shall be governed by and construed in accordance with the laws of the State.

Section 16.07. Captions. The captions or headings in this Master Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Master Lease.

Section 16.08. Entire Agreement. This Master Lease together with the Schedules attached hereto and made a part hereof constitutes the entire agreement between the Lessor, the Lessee and the Escrow Agent. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Master Lease or the Equipment leased under this Master Lease. Any terms and conditions of any purchase order or other document (with the exception of supplements) submitted by the Lessee in connection with this Master Lease which are in addition to or inconsistent with the terms and conditions of this Master Lease will not be binding on the Lessor and will not apply to this Master Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Master Lease under seal in their respective corporate names by their duly Authorized Officers, all as of the date first written above.

LESSOR:
CHASE EQUIPMENT LEASING INC.

By: _____
Title: Funding Manager

LESSEE:
MILWAUKEE COUNTY, WISCONSIN

By: _____
Name: Lee Holloway
Title: Chairman, Board of County Supervisors

(SEAL)

Attest:

Name: Mark Ryan
Title: County Clerk

Approved as to Form:

Corporation Counsel

Review by:

Risk Management

ESCROW AGENT:
DEUTSCHE BANK NATIONAL TRUST COMPANY,
as Escrow Agent

By: _____
Title: Vice President

EXHIBIT A

Requisition No. __

**MASTER CAPITAL LEASE AGREEMENT AMONG
CHASE EQUIPMENT LEASING INC.,
MILWAUKEE COUNTY, WISCONSIN AND
DEUTSCHE BANK NATIONAL TRUST COMPANY**

Dated as of December 1, 2007

Schedule No. __

REQUISITION FOR PAYMENT FROM ACQUISITION ESCROW FUND

1. The sums requisitioned hereunder are for Acquisition Costs relating to Equipment identified in Schedule __ to the above-referenced Master Lease.

2. (a) The following sums are requisitioned for payment to other than the Lessee:

ITEM NO.	AMOUNT	PAYEE'S INVOICE NO.	PAYEE	PURPOSE
----------	--------	------------------------	-------	---------

(b) The amount of \$_____, representing earnings on the Acquisition Escrow Fund, is requisitioned for payment of a portion of the Rental Payment due under Schedule No. __ on _____.

3. The following sums are requisitioned for payment to the Lessee in connection with the sale/lease-back of the items of Equipment identified below:

ITEM NO.	AMOUNT	ORIGINAL PAYEE'S INVOICE NO.	ORIGINAL PAYEE	PURPOSE
----------	--------	------------------------------------	-------------------	---------

* Copies of invoices are attached to this requisition along with copies of the Lessee's cancelled check in payment thereof.

4. This requisition is for Acquisition Costs which have not been the basis of a prior or contemporaneous requisition or of a prior payment in connection with the purchase of the Equipment identified on Schedule __. It is for work actually performed or material, equipment or other plans and specifications. It contains no amount entitled to be retained, and it is not for any liability paid or incurred on or before _____, 200_.

5. The items covered by the requisition have been performed or delivered to the Lessee, on behalf of the Lessor, and are in accordance with all applicable historic landmark laws, and are in accordance in all material respects with all applicable building, zoning, land use, environmental protection, sanitary, safety, health care and educational, laws, rules and regulations, all applicable grant, reimbursement and insurance requirements and the provisions of the Master Lease. All permits, licenses and approvals required for the items covered by this requisition have been obtained.

6. The representations of the Lessee contained in the Master Lease are true and correct as of this date, and the Lessee is not in breach of any of the covenants contained therein.

7. The signer of the requisition may rely, as to conclusions of law, on an opinion of counsel furnished to the Lessee in connection with the delivery of the Schedule referenced above.

8. The Lessee may waive any provision required to be contained in the requisition upon advice of counsel that the waiver does not adversely affect the security for the Schedule referred to herein or the exclusion from gross income of the Lessor of the interest component of the Rental Payments due under such Schedule for federal income tax purposes.

MILWAUKEE COUNTY, WISCONSIN,
as Lessee, on behalf of Chase Equipment
Leasing Inc.

Dated: _____, 200_

By _____
Authorized Officer

APPROVED:

CHASE EQUIPMENT LEASING INC.

By _____
Its _____

EXHIBIT B

BILL OF SALE

In consideration of the sum of \$_____, receipt of which is hereby acknowledged, _____ (the “*Seller*” or the Vendor), does hereby sell and transfer to Chase Equipment Leasing Inc. (“*Buyer*”), pursuant to the terms of the Master Capital Lease Agreement dated as of December 1, 2007, among the Buyer, as Lessor, and the Seller, as Lessee, and joined in for certain purposes by Deutsche Bank National Trust Company, as Escrow Agent (the “*Escrow Agent*”), the following described personal property:

[Describe Equipment subject to sale/lease-back arrangement]

The above described personal property is now in used condition.

IN WITNESS WHEREOF, _____, has executed this instrument this ____ day of _____, 20__.

[VENDOR]

By
Title: _____

EXHIBIT C

SCHEDULE NO. ____ OF LEASED EQUIPMENT AND RENTAL PAYMENTS

Schedule No. ____ to the Master Capital Lease Agreement dated as of December 1, 2007 (the “*Master Lease*”), among Chase Equipment Leasing Inc., as Lessor (the “*Lessor*”), Milwaukee County, Wisconsin, as Lessee (the “*Lessee*”), and joined in for certain purposes by Deutsche Bank National Trust Company, as Escrow Agent (the “*Escrow Agent*”). All of the provisions of the Master Lease are incorporated herein by reference and capitalized terms used herein shall have the meanings assigned to them in the Master Lease.

1. The Equipment identified on this Schedule will be located at

Address	City	County	State
---------	------	--------	-------

2. The Equipment which is the subject of this Schedule is as follows:

QUANTITY	MAKE, MODEL, DESCRIPTION	CONTRACT PRICE
:	(as described in the attached Exhibit A)	:
:		:
:		:
:		:
:		:
:		:
:		:
:		:
:		:

3. The Lessee hereby certifies that the description of the Equipment set forth above constitutes an accurate description of the “Equipment,” as defined in the Master Lease, that is the subject of this Schedule.
4. The payment dates, principal and interest components of the Rental Payments and the Purchase Price of the Equipment at any given time during the Lease Term are as follows:

PAYMENT No.	PAYMENT DATE	PRINCIPAL COMPONENT	INTEREST COMPONENT	TOTAL RENTAL PAYMENT	PURCHASE PRICE
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5. The Lease Proceeds which the Lessor shall pay to the Escrow Agent in connection with this Schedule is \$_____, of which \$_____ is for deposit to the Expense Fund and the balance is for deposit to the Acquisition Escrow Fund.

6. The Lease Term of this Schedule shall be ____ months, commencing _____.
7. The Acquisition Period applicable to this Schedule shall end at the conclusion of the [_____] month following the date hereof.

CHASE EQUIPMENT LEASING INC.,
as Lessor

By: _____
Title: _____

MILWAUKEE COUNTY, WISCONSIN,
as Lessee

By: _____
Title: _____

ACKNOWLEDGED:

DEUTSCHE BANK NATIONAL TRUST COMPANY,
as Escrow Agent

By: _____
Title: _____

Date:

EXHIBIT D

CERTIFICATE OF ACCEPTANCE

To: Deutsche Bank National Trust Company, as Escrow Agent

The undersigned, a duly authorized officer of Milwaukee County, Wisconsin (the “*Lessee*”) under the Master Capital Lease Agreement (the “*Master Lease*”) dated as of December 1, 2007, among Chase Equipment Leasing Inc., as Lessor (the “*Lessor*”) and the Lessee, and joined in for certain purposes by Deutsche Bank National Trust Company, as Escrow Agent (the “*Escrow Agent*”), hereby certifies as follows:

1. That the items of Equipment being leased pursuant to Schedule No. ___ to the Master Lease (the “*Schedule*”) and specifically identified below have been furnished to the Lessee, on behalf of the Lessor, at the location designated on said Schedule, that delivery and installation of such Equipment have been fully completed as required, and that such Equipment has been inspected and accepted by the undersigned as satisfactory as of the date of this Certificate.

ITEM OF EQUIPMENT	MAKE, MODEL, DESCRIPTION	SERIAL NUMBER (IF APPLICABLE)
----------------------	--------------------------	----------------------------------

⋮	⋮	⋮
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2. That to the best of the knowledge of the undersigned, the Lessee has fully and satisfactorily performed all of its covenants and obligations required under the Master Lease. The undersigned understands that you are relying on this certification in your lease of the Equipment pursuant to the Master Lease.

3. That, with respect to the Schedule, the undersigned hereby reaffirms in all respects the Tax Exemption Certificate and Agreement of the Lessee delivered in connection with Schedule No. ___ to the Master Lease, and represents that, to the best of his or her knowledge, information and belief, the expectations expressed therein were reasonable as of the date on which they were made, and are reasonable as of the date hereof, and that no facts, estimates or circumstances other than those expressed therein would materially affect the expectations expressed therein.

MILWAUKEE COUNTY, WISCONSIN,
as Lessee

By: _____
Title: _____