

30261

EXHIBIT A

EQUIPMENT SCHEDULE NO. 03
TO LEASE NO. 06121

The following Equipment comprises an Equipment Group which is the subject of the Master Lease Agreement dated as September 5, 2007 (the "Agreement") between the undersigned Lessor and Lessee. The Agreement is incorporated herein in its entirety, and Lessee hereby reaffirms each of its representations, warranties and covenants contained in the Agreement. Lessee warrants that no Non-Appropriation Event and to its knowledge no Event of Default or event which, with the passage of time or the giving of notice or both, would constitute an Event of Default, has occurred under the Agreement. An Acceptance Certificate and Payment Schedule are attached to this Equipment Schedule and by reference are made a part hereof. The terms capitalized in this Equipment Schedule but not defined herein shall have the meanings assigned to them in the Agreement.

EQUIPMENT GROUP

The cost of the Equipment Group to be funded by Lessee under this Lease is \$170,000.00 (the "Acquisition Cost"). The Equipment Group consists of the following Equipment which has been or shall be purchased:

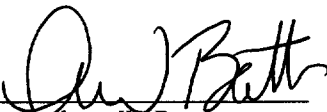
PITNEY BOWES INSERTER MAILING SYSTEM \$169,900.00
DOCUMENTATION FEE \$100.00

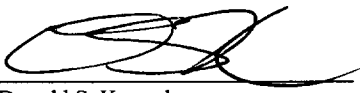
The Equipment Group is or will be located at the following address(es). Prior to relocation of the Equipment Group or any portion thereof during the Lease Term, Lessee will provide written notice to Lessor:

City Treasurer's Office
333 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

CITY OF LONG BEACH,
Lessee

SUNTRUST LEASING CORPORATION,
Lessor

By: 
Name: Anthony W. Batts
Title: City Manager
Date: 9/21/07

By: 
Name: Donald S. Keough
Title: Vice President
Date: _____

Address: City Treasurer's Office
333 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

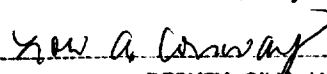
Address: Hampton Plaza
300 E. Joppa Road; 7th Floor
Towson, MD 21286

Telephone: 562/570-6169
Facsimile: 562/570-5836

Telephone: 410/307-6600
Facsimile: 410/307-6702

APPROVED AS TO FORM

9/20, 20 07
ROBERT E. SHANNON, City Attorney

By: 
DEPUTY CITY ATTORNEY

This is counterpart No. 2 of 2 serially numbered, manually executed counterparts of this document. To the extent that this Lease Agreement constitutes chattel paper under the Uniform Commercial Code, a security interest in this Lease Agreement may be created through the transfer and possession of Counterpart No. 1 only, without the need to transfer possession of any other original or counterpart or copy of this Lease Agreement or any original or counterpart or copy of any exhibits, addenda, schedules, certificates, riders or other documents and instruments executed and delivered in connection with this Lease Agreement.

ACCEPTANCE CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting representative of Lessee identified below and, with respect to the above referenced Equipment Schedule and Lease, that:

1. The Equipment described below has been delivered and installed in accordance with Lessee's specifications, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date indicated below:

2. Attached are (a) evidence of insurance with respect to the Equipment ; (b) Vendor invoice(s) and/or bill(s) of sale relating to the Equipment, and if such invoices have been paid by Lessee, evidence of payment thereof (evidence of official intent to reimburse such payment as required by the Code having been delivered separately by Lessee); and (c) financing statements executed by Lessee as debtor and/or the original certificate of title or manufacturer's certificate of origin and title application, if any, for any Equipment which is subject to certificate of title laws.

3. Rental Payments shall be due and payable by Lessee on the dates and in the amounts indicated on the Payment Schedule attached to the Equipment Schedule. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Fiscal Year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current Fiscal Year. Lessee intends to make Rental Payments for the full Lease Term if funds are appropriated for the Rental Payments in subsequent Fiscal Years.

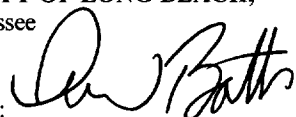
4. Lessee hereby authorizes and directs Lessor to fund the Acquisition Cost of the Equipment by paying, or directing the payment by the Escrow Agent (if applicable) of, the invoice prices to the Vendor(s), in each case as set forth above, or by reimbursing Lessee in the event such invoice prices have been previously paid by Lessee.

5. **Final Acceptance Certificate.** This Acceptance Certificate constitutes final acceptance of all of the Equipment identified in the Equipment Schedule described above. Lessee certifies that upon payment in accordance with paragraph 4 above, or direction to the Escrow Agent (if applicable) to make payment, Lessor shall have fully and satisfactorily performed all of its covenants and obligations under the Lease. [CHECK BOX IF APPLICABLE.]

APPROVED AS TO FORM

9/20, 2007
ROBERT E. SHANNON, City Attorney
By Row A. Conway
DEPUTY CITY ATTORNEY

CITY OF LONG BEACH,
Lessee

By: 
Name: Anthony W. Batts
Title: City Manager
Date: 9/21/07

PAYMENT SCHEDULE

The Funding Date with respect to the above referenced Equipment Group shall be September 27, 2007. Lessor shall retain any interest accruing between the Funding Date and the closing date. The Annual Interest Rate applicable to the Equipment Group shall be 3.82 Lessee will make Rental Payments each consisting of Principal and Interest as set forth below for a term of 5 years. The first Rental Payment is due on October 27, 2007 subsequent payments are due monthly on like date thereafter.

<u>Payment Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Prepayment Price*</u>
1	10/27/2007	3,117.02	2,575.85	541.17	172,446.87
2	11/27/2007	3,117.02	2,584.05	532.97	169,785.30
3	12/27/2007	3,117.02	2,592.28	524.74	167,115.25
4	1/27/2008	3,117.02	2,600.53	516.49	164,436.71
5	2/27/2008	3,117.02	2,608.81	508.21	161,749.64
6	3/27/2008	3,117.02	2,617.11	499.91	159,054.01
7	4/27/2008	3,117.02	2,625.44	491.58	156,349.81
8	5/27/2008	3,117.02	2,633.80	483.22	153,636.99
9	6/27/2008	3,117.02	2,642.19	474.83	150,915.55
10	7/27/2008	3,117.02	2,650.60	466.42	148,185.43
11	8/27/2008	3,117.02	2,659.03	457.99	145,446.63
12	9/27/2008	3,117.02	2,667.50	449.52	142,699.10
13	10/27/2008	3,117.02	2,675.99	441.03	139,942.83
14	11/27/2008	3,117.02	2,684.51	432.51	137,177.79
15	12/27/2008	3,117.02	2,693.05	423.97	134,403.94
16	1/27/2009	3,117.02	2,701.63	415.39	131,621.27
17	2/27/2009	3,117.02	2,710.23	406.79	128,829.73
18	3/27/2009	3,117.02	2,718.86	398.16	126,029.31
19	4/27/2009	3,117.02	2,727.51	389.51	123,219.97
20	5/27/2009	3,117.02	2,736.19	380.83	120,401.70
21	6/27/2009	3,117.02	2,744.90	372.12	117,574.45
22	7/27/2009	3,117.02	2,753.64	363.38	114,738.20
23	8/27/2009	3,117.02	2,762.41	354.61	111,892.92
24	9/27/2009	3,117.02	2,771.20	345.82	109,038.58
25	10/27/2009	3,117.02	2,780.02	337.00	106,175.16
26	11/27/2009	3,117.02	2,788.87	328.15	103,302.62
27	12/27/2009	3,117.02	2,797.75	319.27	100,420.94
28	1/27/2010	3,117.02	2,806.66	310.36	97,530.08
29	2/27/2010	3,117.02	2,815.59	301.43	94,630.02
30	3/27/2010	3,117.02	2,824.55	292.47	91,720.73
31	4/27/2010	3,117.02	2,833.55	283.47	88,802.18
32	5/27/2010	3,117.02	2,842.57	274.45	85,874.33
33	6/27/2010	3,117.02	2,851.61	265.41	82,937.18
34	7/27/2010	3,117.02	2,860.69	256.33	79,990.67
35	8/27/2010	3,117.02	2,869.80	247.22	77,034.77

PAYMENT SCHEDULE

<u>Payment Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Prepayment Price*</u>
36	9/27/2010	3,117.02	2,878.93	238.09	74,069.47
37	10/27/2010	3,117.02	2,888.10	228.92	71,094.73
38	11/27/2010	3,117.02	2,897.29	219.73	68,110.51
39	12/27/2010	3,117.02	2,906.52	210.50	65,116.81
40	1/27/2011	3,117.02	2,915.77	201.25	62,113.56
41	2/27/2011	3,117.02	2,925.05	191.97	59,100.76
42	3/27/2011	3,117.02	2,934.36	182.66	56,078.37
43	4/27/2011	3,117.02	2,943.70	173.32	53,046.36
44	5/27/2011	3,117.02	2,953.07	163.95	50,004.69
45	6/27/2011	3,117.02	2,962.47	154.55	46,953.34
46	7/27/2011	3,117.02	2,971.90	145.12	43,892.28
47	8/27/2011	3,117.02	2,981.37	135.65	40,821.48
48	9/27/2011	3,117.02	2,990.86	126.16	37,740.89
49	10/27/2011	3,117.02	3,000.38	116.64	34,650.51
50	11/27/2011	3,117.02	3,009.93	107.09	31,550.28
51	12/27/2011	3,117.02	3,019.51	97.51	28,440.18
52	1/27/2012	3,117.02	3,029.12	87.90	25,320.19
53	2/27/2012	3,117.02	3,038.76	78.26	22,190.26
54	3/27/2012	3,117.02	3,048.44	68.58	19,050.37
55	4/27/2012	3,117.02	3,058.14	58.88	15,900.48
56	5/27/2012	3,117.02	3,067.88	49.14	12,740.56
57	6/27/2012	3,117.02	3,077.64	39.38	9,570.60
58	7/27/2012	3,117.02	3,087.44	29.58	6,390.53
59	8/27/2012	3,117.02	3,097.27	19.75	3,200.34
60	9/27/2012	3,117.02	3,107.13	9.89	0.00
Totals		187,021.20	170,000.00	17,021.20	

APPROVED AS TO FORM

9/20, 2007
ROBERT E. SHANNON, City Attorney
 By [Signature]
DEPUTY CITY ATTORNEY

CITY OF LONG BEACH,
 Lessee

By: [Signature]
 Name: Anthony W. Batts
 Title: City Manager
 Date: 9/21/07

* After payment of Rental Payment due on such date.

This is counterpart No. 2 of 2 serially numbered, manually executed counterparts of this document. To the extent that this Lease Agreement constitutes chattel paper under the Uniform Commercial Code, a security interest in this Lease Agreement may be created through the transfer and possession of Counterpart No. 1 only, without the need to transfer possession of any other original or counterpart or copy of this Lease Agreement or any original or counterpart or copy of any exhibits, addenda, schedules, certificates, riders or other documents and instruments executed and delivered in connection with this Lease Agreement.

EXHIBIT C

Lease Number: 06121

Equipment Schedule: 03

FORM OF RESOLUTION, DECLARATION OF OFFICIAL INTENT, AND/OR MINUTE ORDER.

Note that STLC will be looking for the following items:

1. Reference to the Amount to be financed;
2. Reference to sorts of Equipment that may be financed;
3. Reference to the program or line that is anticipated;
4. Reference to STLC as the approved Lessor;
5. Reference to approved form of documentation; and
6. Reference to the Authorized Persons entitled to act for and bind the Lessee.



OFFICE OF THE CITY ATTORNEY
Long Beach, California

ROBERT E. SHANNON
City Attorney

HEATHER A. MAHOOD
Chief Assistant City Attorney

MICHAEL J. MAIS
Assistant City Attorney

September 27, 2007

SunTrust Leasing Corporation
300 East Joppa Road, 7th Floor
Towson, Maryland 21286

RE: Master Lease Agreement dated as of September 5, 2007 (the "Agreement")
by and between **SUNTRUST LEASING CORPORATION** ("Lessor") and
CITY OF LONG BEACH ("Lessee") and Schedule No. 03 to the Agreement

Ladies and Gentleman:

We have acted as counsel to Lessee with respect to the Agreement described above and various related matters, and in this capacity have reviewed a duplicate original or certified copy thereof and Equipment Schedule No. 03 executed pursuant thereto (together with the Agreement, the "Lease"). The terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Lease. Based upon the examination of these and such other documents as we have deemed relevant, it is our opinion that:

1. Lessee is a municipal corporation and political subdivision of the State of California (the "State") within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has the power under applicable law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Lease has been duly authorized, executed and delivered by and on behalf of Lessee, and is a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.
4. The authorization and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and other laws, rules and regulations of the State.
5. The execution of the Lease and the appropriation of moneys to pay the Rental Payments coming due thereunder do not and will not result in the violation of any

Barbara D. de Jong
Dominic Holzhaus
Belinda R. Mayes
J. Charles Parkin

Gary J. Anderson
Richard F. Anthony
Christina L. Checel
Alysha P. Choi
Lori A. Conway
Randall C. Fudge
Charles M. Gale
Monte H. Machit
Anne C. Lattime
Lisa Peskay Malmsten
Barry M. Meyers
Cristyl Meyers
Howard D. Russell
Tiffani L. Shin

constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee, the authority of Lessee or its officers or its employees to enter into the Lease, the proper authorization and/or execution of the Lease or the documents contemplated thereby, the appropriation of moneys to make Rental Payments under the Lease for the current Fiscal Year of Lessee, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby. To the best of our knowledge, no such litigation, action, suit or proceeding is threatened.

7. The Equipment is personal property, and when used by Lessee will not be or become fixtures under the laws of the State.

8. Resolution and/or Minute Order of the governing body of Lessee was duly and validly adopted by such governing body on July 10, 2007, and such resolution has not been amended, modified, supplemented or repealed and remains in full force and effect.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Lease, but only with regard to matters specifically set forth herein. This opinion may not be relied upon by any third party that is not a successor or assignee of the addressee.

Very truly yours,

ROBERT E. SHANNON, City Attorney

By:



LORI A. CONWAY
Deputy City Attorney

EXHIBIT F

Lease Number: 06121
Equipment Schedule: 03

SUNTRUST LEASING CORPORATION

ESCROW AGREEMENT

This **ESCROW AGREEMENT**, made and entered into as of the date shown on Schedule I, by and among **SUNTRUST LEASING CORPORATION**, a Virginia corporation ("Lessor"), the Lessee named on Schedule I, which is a political subdivision or public body politic and corporate of the State or Commonwealth shown on Schedule I ("Lessee"), and **SUNTRUST BANK**, a Georgia banking corporation, as Escrow Agent ("Escrow Agent").

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

ARTICLE I. DEFINITIONS AND RECITALS

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

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

"**Equipment**" means the personal property described in the Acceptance Certificate executed pursuant to the Lease, together with any and all modifications, additions and alterations thereto, to be acquired from the moneys held in the Equipment Acquisition Fund.

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

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

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

"**Initial Deposit Amount**" means the amount shown as the Initial Deposit Amount on Schedule I.

"**Lease**" means the Master Lease, together with the Equipment Schedule identified on Schedule I, by and between Lessee and Lessor, and any duly authorized and executed amendment or supplement thereto.

"**Master Lease**" means the Master Lease Agreement, dated as of the date shown on Schedule I, by and between Lessee and Lessor, including any Equipment Schedules entered into thereunder and any duly authorized and executed amendment or supplement thereto.

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

"**Qualified Investments**" means the ST Leasing – Corp Agency NOW Account, a SunTrust Deposit Account for Escrow customers of SunTrust Leasing Corporation. By signing this Escrow Agreement, Lessee acknowledges that

such Qualified Investment is a permitted investment under any state, county or municipal law applicable to the investment of Lessee's funds.

ARTICLE II. APPOINTMENT OF ESCROW AGENT; AUTHORITY

Section 2.1. Appointment of Escrow Agent. Lessor and Lessee hereby appoint and employ Escrow Agent to receive, hold, invest and disburse the moneys to be paid to Escrow Agent pursuant to this Escrow Agreement and to perform certain other functions, all as hereinafter provided. By executing and delivering this Escrow Agreement, Escrow Agent accepts the duties and obligations of Escrow Agent hereunder.

Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no additional duties or obligations shall be implied hereunder. In performing its duties under this Escrow Agreement, or upon the claimed failure to perform any of its duties hereunder, Escrow Agent shall not be liable to anyone for any damages, losses or expenses which may be incurred as a result of Escrow Agent so acting or failing to so act; *provided, however*, Escrow Agent shall not be relieved from liability for damages arising out of its proven gross negligence or willful misconduct under this Escrow Agreement. Escrow Agent shall in no event incur any liability with respect to (i) any action taken or omitted to be taken in good faith upon advice of legal counsel, which may be counsel to any party hereto, given with respect to any question relating to the duties and responsibilities of Escrow Agent hereunder or (ii) any action taken or omitted to be taken in reliance upon any instrument delivered to Escrow Agent and believed by it to be genuine and to have been signed or presented by the proper party or parties. Escrow Agent shall not be bound in any way by any agreement or contract between Lessor and Lessee, including the Master Lease, whether or not Escrow Agent has knowledge of any such agreement or contract.

Section 2.2. Authority. Each of the parties has authority to enter into this Escrow Agreement, and has taken all actions necessary to authorize the execution of this Escrow Agreement by the representatives whose signatures are affixed hereto.

ARTICLE III. EQUIPMENT ACQUISITION FUND

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

Section 3.2. Deposit. Upon execution of the Lease and delivery to Lessor by Lessee of all documents required to be delivered thereunder, Lessor shall deposit or cause to be deposited with Escrow Agent an amount equal to the Initial Deposit Amount. Escrow Agent shall credit such amount to the Equipment Acquisition Fund. The Initial Deposit Amount is to be sent by Lessor to Escrow Agent by wire transfer to: **SunTrust Bank, Atlanta, Georgia, ABA# [REDACTED] Account# [REDACTED] Account Name: Corporate Agency Services, Beneficiary as shown on Schedule I, Attention: Matthew Ward (804)782-7182.**

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

Section 3.4. Transfers Upon Completion. Unless all of the funds deposited by Lessor in the Equipment Acquisition Fund have been previously disbursed pursuant to Section 3.3 or paid to Lessor pursuant to Section 3.5, on the Ending Date shown on Schedule I, Escrow Agent shall pay upon written direction all remaining moneys in the Equipment Acquisition Fund to Lessor or its assignee for application as a prepayment of the unpaid Principal under the related Lease. Lessor shall apply amounts received under this Section 3.4 first to unpaid fees, late charges and collection costs,

if any, which have accrued or been incurred under the Master Lease, then to overdue Principal and Interest on the Lease and then, in the sole discretion of Lessor, either (i) to Principal payments thereafter due under the Lease in the inverse order of their maturities or (ii) proportionately to each Principal payment thereafter due under the Lease. In the event that Lessor elects to apply any such amounts in accordance with clause (i) of the preceding sentence, Lessee shall continue to make Rental Payments as scheduled in the applicable Payment Schedule. In the event that Lessor elects to apply such amounts in accordance with clause (ii) of this Section 3.4, Lessor shall provide Lessee with a revised Payment Schedule which shall reflect the revised Principal balance and reduced Rental Payments due under the Lease. Capitalized terms used in this Section 3.4, but not defined herein, shall have the meanings given to such terms in the Lease. Escrow Agent shall have no responsibility to see to the appropriate application of any moneys returned under this Section 3.4.

Section 3.5. Liquidation. Upon receipt of written notice from Lessor or Lessee that the Master Lease has been terminated pursuant to Sections 6 or 19 thereof, Escrow Agent shall liquidate all investments held in the Equipment Acquisition Fund and transfer the proceeds thereof and all other moneys held in the Equipment Acquisition Fund to Lessor.

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

ARTICLE IV. TRUST; INVESTMENT

Section 4.1. Irrevocable. The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held for the benefit of Lessor and Lessee, and such moneys, together with any income or interest earned, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessor or Lessee (other than Lessor's security interest granted hereunder).

Escrow Agent shall have no responsibility at any time to ascertain whether or not any security interest exists in the Equipment Acquisition Fund or any part of the Equipment Acquisition Fund or to file any financing statement under the Uniform Commercial Code of any jurisdiction with respect to the Equipment Acquisition Fund or any part thereof.

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

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

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

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

ARTICLE V. ESCROW AGENT'S AUTHORITY; INDEMNIFICATION

Section 5.1. Validity. Escrow Agent may act upon any writing or instrument or signature which it believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so, and Escrow Agent shall be under no duty to make any investigation or inquiry as to any of the foregoing. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same.

Escrow Agent shall be entitled to rely upon any statement, certificate, document or instrument presented to it by or on behalf of Lessee by any of Lessee's Authorized Representatives shown on Schedule I and shall be entitled to rely upon any such statement, certificate, document or instrument presented to it by any other person who identifies himself or herself as an authorized representative of Lessee.

Section 5.2. Use of Counsel and Agents. Escrow Agent may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, or receivers. Escrow Agent shall be entitled to advice of counsel concerning all matters of trust and its duties hereunder and shall be paid or reimbursed the reasonable fees and expenses of such counsel, as provided in Section 6.1. Escrow Agent shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care.

Section 5.3. Interpretation. As an additional consideration for and as an inducement for Escrow Agent to act hereunder, it is understood and agreed that, in the event of any disagreement between the parties to this Escrow Agreement or among them or any other persons resulting in adverse claims and demands being made in connection with or for any money or other property involved in or affected by this Escrow Agreement, Escrow Agent shall be entitled, at the option of Escrow Agent, to refuse to comply with the demands of such parties, or any of such parties, so long as such disagreement shall continue. In such event, Escrow Agent shall make no delivery or other disposition of the Equipment Acquisition Fund or any part of the Equipment Acquisition Fund. Anything herein to the contrary notwithstanding, Escrow Agent shall not be or become liable to such parties or any of them for the failure of Escrow Agent to comply with the conflicting or adverse demands of such parties or any of such parties.

Escrow Agent shall be entitled to continue to refrain and refuse to deliver or otherwise dispose of the Equipment Acquisition Fund or any part thereof or to otherwise act hereunder, as stated above, unless and until:

1. the rights of such parties have been duly adjudicated in a court having jurisdiction of the parties and the Equipment Acquisition Fund; or
2. the parties have reached an agreement resolving their differences and have notified Escrow Agent in writing of such agreement and have provided Escrow Agent with indemnity satisfactory to Escrow Agent against any liability, claims or damages resulting from compliance by Escrow Agent with such agreement.

In the event of a disagreement between such parties as described above, Escrow Agent shall have the right, in addition to the rights described above and at the option of Escrow Agent to initiate an interpleader action in a court of competent jurisdiction all money and property comprising the Equipment Acquisition Fund and may take such other legal action as may be appropriate or necessary, in the opinion of Escrow Agent. Upon such tender, the parties hereto agree that Escrow Agent shall be discharged from all further duties and responsibilities under this Escrow Agreement; *provided, however*, that the filing of any such legal proceedings shall not deprive Escrow Agent of its compensation hereunder earned prior to such filing and discharge of Escrow Agent of its duties and responsibilities hereunder.

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

Section 5.4. Limited Liability of Escrow Agent. Escrow Agent shall not be liable in connection with the performance or observation of its duties or obligations hereunder except for in the case of its proven gross negligence or willful misconduct. Escrow Agent shall have no obligation or liability to any of the other parties under this Escrow Agreement for the failure or refusal of any other party to perform any covenant or agreement made by such party hereunder or under the Master Lease, but shall be responsible solely for the performance of the duties and obligations expressly imposed upon it as Escrow Agent hereunder.

Section 5.5. Indemnification. Escrow Agent shall have no obligation to take any legal action in connection with this Escrow Agreement or towards its enforcement, or to appear in, prosecute or defend any action or legal proceeding which would or might involve it in any cost, expense, loss or liability unless security and indemnity, as provided in this Section 5.5, shall be furnished.

To the extent permitted by applicable law, Lessee and Lessor agrees to jointly and not severally indemnify Escrow Agent and its officers, directors, employees and agents and save Escrow Agent and its officers, directors, employees and agents harmless from and against any and all Claims (as hereinafter defined) and Losses (as hereinafter defined) which may be incurred by Escrow Agent or any of such officers, directors, employees or agents as a result of Claims asserted against Escrow Agent or any of such officers, directors, employees or agents as a result of or in connection with Escrow Agent's capacity as such under this Escrow Agreement by any person or entity. For the purposes hereof, the term "Claims" shall mean all claims, lawsuits, causes of action or other legal actions and proceedings of whatever nature brought against (whether by way of direct action, counterclaim, cross action or impleader) Escrow Agent or any such officer, director, employee or agent, even if groundless, false or fraudulent, so long as the claim, lawsuit, cause of action or other legal action or proceeding is alleged or determined, directly or indirectly, to arise out of, result from, relate to or be based upon, in whole or in part: (a) the acts or omissions of Lessor or Lessee (in which case, Lessor shall indemnify Escrow Agent and its officers, directors, employees and agents solely for the acts or omissions of Lessor and Lessee shall indemnify Escrow Agent and its officers, directors, employees and agents solely for the acts or omissions of Lessee), (b) the appointment of Escrow Agent as escrow agent under this Escrow Agreement, or (c) the performance by Escrow Agent of its powers and duties under this Escrow Agreement; and the term "Losses" shall mean losses, costs, damages, expenses, judgments and liabilities of whatever nature (including but not limited to attorneys', accountants' and other professionals' fees, litigation and court costs and expenses and amounts paid in settlement), directly or indirectly resulting from, arising out of or relating to one or more Claims. Upon the written request of Escrow Agent or any such officer, director, employee or agent (each referred to hereinafter as an "Indemnified Party"), and to the extent permitted by law, Lessee and Lessor agree to assume the investigation and defense of any Claim, including the employment of counsel acceptable to the applicable Indemnified Party and the payment of all expenses related thereto and, notwithstanding any such assumption, the Indemnified Party shall have the right, and Lessee and Lessor agree to pay the cost and expense thereof, to employ separate counsel with respect to any such Claim and participate in the investigation and defense thereof in the event that such Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to such Indemnified Party which are different from or additional to those available to either Lessor or Lessee. Lessee and Lessor hereby agree that the indemnifications and protections afforded Escrow Agent in this Section 5.5 shall survive the termination of this Escrow Agreement.

ARTICLE VI. COMPENSATION

Section 6.1. Escrow Agent Fee. Escrow Agent and/or Lessor shall be paid by Lessee the Escrow Agency Fee shown on Schedule I for the ordinary services to be rendered hereunder (the "Escrow Agency Fee") from interest earnings from a deduction taken by Lessor and expressly authorized by Lessee at the time the Escrow Account is closed, and will be paid and/or reimbursed by Lessee upon request for all costs, expenses, disbursements and advances, such as reasonable attorney's fees and court costs, incurred or made by Escrow Agent in connection with carrying out its duties hereunder, including the costs, expenses, disbursements and advances described in Sections 5.2, 5.3 and 6.2. The Escrow Agent Fee and such other costs, expenses, disbursements and advances shall be payable from the interest earnings from the Equipment Acquisition Fund. In the event a shortfall occurs, said shortfall shall be the responsibility of Lessee and not the responsibility of Escrow Agent, Lessor, or their its agents or assigns. Such shortfall shall be paid by Lessee to Escrow Agent within thirty (30) days following receipt by Lessee of a written statement setting forth such shortfall.

Section 6.2. Investment Fees. Escrow Agent shall be entitled to charge reasonable fees and commissions in connection with the investment by it of amounts held in the Equipment Acquisition Fund (the "Investment Fees"). Investment Fees

are more fully delineated and defined in any prospectus referenced in or attached to the attached Schedule I. Other Investment Fees may apply for self-directed investment choices or for extraordinary investments outside the Qualified Investment defined herein. Lessor and Lessee hereby authorize Escrow Agent to periodically deduct the Investment Fees from investment earnings on the Equipment Acquisition Fund.

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

ARTICLE VII. CHANGE OF ESCROW AGENT

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

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

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

ARTICLE VIII. ADMINISTRATIVE PROVISIONS.

Section 8.1. Notice. All written notices to be given under this Escrow Agreement shall be given by mail, by facsimile or by overnight courier to the party entitled thereto at its contact information specified on Schedule I, or at such contact information as the party may provide to the other parties hereto in writing from time to time. Any such notice shall be deemed to have been received 72 hours after deposit in the United States mail in registered or certified form, with postage fully prepaid, or if given by other means, when delivered at the address or facsimile number specified in Schedule I. Any notice given by any party shall be given to both other parties.

Section 8.2. Assignment. Except as expressly herein provided to the contrary, the rights and duties of each of the parties under this Escrow Agreement shall not be assignable to any person or entity without the written consent of all of the other parties. Notwithstanding the above, Lessor may freely assign all or any part of its interest in this Escrow Agreement and the Equipment Acquisition Fund in connection with an assignment by Lessor of its rights under the Master Lease.

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

Section 8.4. Severability. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.5. Entire Agreement; Amendments. This Escrow Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous writings, understandings, agreements, solicitation documents and representations, express or implied. By execution of this Escrow Agreement, Escrow Agent shall not be deemed or considered to be a party to any other document, including the Master Lease.

This Escrow Agreement may be amended, supplemented or modified only by written documents duly authorized, executed and delivered by each of the parties hereto.

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

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

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

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

Section 8.10. Waiver of Jury Trial. Lessor, Lessee and Escrow Agent hereby waive any right to trial by jury in any action or proceeding with respect to, in connection with or arising out of this Escrow Agreement.

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]


EXECUTION PAGE OF ESCROW AGREEMENT

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

SUNTRUST BANK,
Escrow Agent


SUNTRUST LEASING CORPORATION,
Lessor

By _____
Name:
Title:

By 
Name: Donald S. Keough
Title: Vice President

CITY OF LONG BEACH,
Lessee

[SEAL]

By 
Name: Anthony W. Batts
Title: City Manager

Schedule I Information to Complete Escrow Agreement
Exhibit A Payment Request Form

APPROVED AS TO FORM

7/20, 2007
ROBERT E. SHANNON, City Attorney

~v 
DEPUTY CITY ATTORNEY

This is counterpart No. 2 of 2 serially numbered, manually executed counterparts of this document. To the extent that this Lease Agreement constitutes chattel paper under the Uniform Commercial Code, a security interest in this Lease Agreement may be created through the transfer and possession of Counterpart No. 1 only, without the need to transfer possession of any other original or counterpart or copy of this Lease Agreement or any original or counterpart or copy of any exhibits, addenda, schedules, certificates, riders or other documents and instruments executed and delivered in connection with this Lease Agreement.

**SCHEDULE I
INFORMATION TO COMPLETE ESCROW AGREEMENT**

Lease Number: 06121

Equipment Schedule: 03

Date of Escrow Agreement: September 27, 2007

Name of Lessee: City of Long Beach

Lessee's State / Commonwealth: California

Escrow Agency Fee: \$500.00

Initial Deposit Amount: \$169,900.00


Date of Master Lease Agreement: September 5, 2007

Beneficiary Name for Fund: City of Long Beach

Ending Date: March 31, 2009

Lessee's Address: City Treasurer's Office
333 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

Attention: Daniel Thurber
Lessee's Telephone: 562/570-6169
Lessee's Facsimile: 562/570-5836
Lessee's Taxpayer Identification Number: [REDACTED]

Lessee's Authorized Representatives: Anthony W. Batts, City Manager
 [signature]

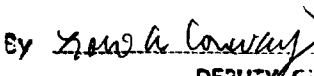
Escrow Agent's Address: SunTrust Bank, Corporate Agency Services
HDQ 5310
919 East Main Street, 10th Floor
Richmond, Virginia 23219
Attention: Matt Ward

Escrow Agent's Telephone: (804) 782-7182
Escrow Agent's Facsimile: (804) 782-7855

Lessor's Address: SunTrust Leasing Corporation
300 E. Joppa Road, 7th Floor
Towson, Maryland 21286
Attention: Aleta Way

Lessor's Telephone: (410) 307-6600
Lessor's Facsimile: (410) 307-6702
Lessor's Taxpayer Identification Number: _____

APPROVED AS TO FORM

9/20, 2007
ROBERT E. SHANNON, City Attorney
By  _____
DEPUTY CITY ATTORNEY

This is counterpart No. 2 of 2 serially numbered, manually executed counterparts of this document. To the extent that this Lease Agreement constitutes chattel paper under the Uniform Commercial Code, a security interest in this Lease Agreement may be created through the transfer and possession of Counterpart No. 1 only, without the need to transfer possession of any other original or counterpart or copy of this Lease Agreement or any original or counterpart or copy of any exhibits, addenda, schedules, certificates, riders or other documents and instruments executed and delivered in connection with this Lease Agreement.

Lease Number: 6121
Equipment Schedule: 03

Form of

PAYMENT REQUEST FORM NO. _____

SUNTRUST BANK as Escrow Agent under an Escrow Agreement dated as of September 27, 2007 (the "Escrow Agreement") by and among the Escrow Agent, **SUNTRUST LEASING CORPORATION**, as Lessor, and **CITY OF LONG BEACH**, as Lessee, is hereby requested to pay, from the Equipment Acquisition Fund, to the person or entity designated below as payee, that amount set forth opposite each such name, in payment of the Acquisition Costs of the Equipment designated opposite such payee's name and described on the attached page(s). The terms capitalized in this Payment Request Form but not defined herein shall have the meanings assigned to them in the Escrow Agreement.

<u>Payee</u>	<u>Amount</u>	<u>Equipment</u>
--------------	---------------	------------------

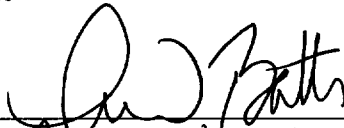
Lessee hereby certifies that:

1. Attached hereto is a duplicate original or certified copy of the following documents relating to the order, delivery and acceptance of the Equipment described in this Payment Request Form: (a) a manufacturer's or dealer's invoice; and (b) unless this Payment Request Form relates to partial payment of a Vendor, as defined in the Master Lease, in connection with a purchase order approved by Lessor, Lessee's Acceptance Certificate relating to the Equipment.
2. The representations and warranties contained in the Lease are true and correct as of the date hereof.
3. No Non-Appropriation Event or to the best of its knowledge no Event of Default, as each such term is defined in the Lease, or event which with the giving of notice or passage of time or both would constitute an Event of Default, has occurred.

Dated: _____, 20__.

CITY OF LONG BEACH,
Lessee

SUNTRUST LEASING CORPORATION,
Lessor

By 
Name: Anthony W. Botts
Title: City manager
Date: 9/24/07

By _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM

9/20, 2007
ROBERT E. SHANNON, City Attorney
By 
DEPUTY CITY ATTORNEY

**SCHEDULE A TO FINANCING STATEMENT OF
CITY OF LONG BEACH AS DEBTOR, AND
SUNTRUST LEASING CORPORATION, AS SECURED PARTY**

Continuation of Collateral Description

The financing statement to which this Schedule A is attached covers the types of property described on the face of such financing statement and all of the Debtor's right, title and interest in and to (collectively, the "Collateral"):

PITNEY BOWES INSERTER MAILING SYSTEM

(a) the equipment described in Equipment Schedule No. 03 dated as of September 27, 2007 (the "Equipment Schedule") to the Master Lease Agreement dated as of September 5, 2007 (the "Agreement," and together with the Equipment Schedule, the "Lease") between Debtor, as lessee, and Secured Party, as lessor, as such Lease may be amended, modified or supplemented from time to time together with all of Debtor's right, title and interest in and to the Equipment Acquisition Fund established in Debtor's name at **SUNTRUST BANK** (the "Escrow Agent") pursuant to the Escrow Agreement dated as of September 27, 2007 (the "Escrow Agreement") among Debtor, Secured Party and the Escrow Agent;

(b) to the extent not included in the foregoing, all books, ledgers and records and all computer programs, tapes, discs, punch cards, data processing software, transaction files, master files and related property and rights (including computer and peripheral equipment) necessary or helpful in enforcing, identifying or establishing any item of Collateral; and

(c) to the extent not included in the foregoing, all repairs, replacements, substitutions and modifications and all proceeds and products of any or all of the foregoing, whether existing on the date hereof or arising hereafter.

Information Return for Tax-Exempt Governmental Obligations
 Under Internal Revenue Code section 149(e)
 See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Long Beach	2 Issuer's employer identification number [REDACTED]		
3 Number and street (or P.O. box if mail is not delivered to street address) 333 West Ocean Boulevard	Room/suite	4 Report number 3 07-	
5 City, town, or post office, state, and ZIP code Long Beach, CA 90802		6 Date of issue September 27, 2007	
7 Name of issue Master Lease Agreement No. 06121, Schedule No. 03		8 CUSIP number n/a	
9 Name and title of officer or legal representative whom the IRS may call for more information Daniel Thurber		10 Telephone number of officer or legal representative (562) 570-6169	

Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule

11 <input type="checkbox"/> Education	11
12 <input type="checkbox"/> Health and hospital	12
13 <input type="checkbox"/> Transportation	13
14 <input type="checkbox"/> Public safety	14
15 <input type="checkbox"/> Environment (including sewage bonds)	15
16 <input type="checkbox"/> Housing	16
17 <input type="checkbox"/> Utilities	17
18 <input checked="" type="checkbox"/> Other. Describe Mail Inserter System	18 170,000.00
19 If obligations are TANs or RANs, check box <input type="checkbox"/> If obligations are BANs, check box <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	9/27/2012	\$ 170,000.00	\$ 170,000.00	5 years	3.82 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23 170,000.00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to currently refund prior issues	27
28 Proceeds used to advance refund prior issues	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30 170,000.00

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

31 Enter the remaining weighted average maturity of the bonds to be currently refunded years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded years

33 Enter the last date on which the refunded bonds will be called

34 Enter the date(s) the refunded bonds were issued

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)

36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)

b Enter the final maturity date of the guaranteed investment contract

37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units

b If this issue is a loan made from the proceeds of another tax-exempt issue, check box and enter the name of the issuer and the date of the issue

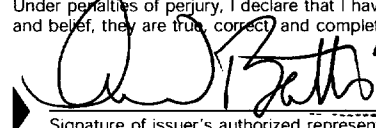
38 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box

39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box

40 If the issuer has identified a hedge, check box

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct and complete.

APPROVED AS TO FORM

Sign Here  Signature of issuer's authorized representative

Date **9/20, 2007**

Anthony W. Batts, City Manager Type or print name and title

Handwritten notes and signatures at the bottom of the page.

SUNTRUST LEASING CORPORATION

DISBURSEMENT AUTHORIZATION

September 27, 2007

SunTrust Leasing Corporation
300 E. Joppa Road; 7th Floor
Towson, Maryland 21286

Gentlemen:

In connection with the certain Equipment Schedule No. 03 executed between SunTrust Leasing Corporation and the Lessee identified below, pursuant to that certain Master Lease Agreement No. 06121 dated as of September 5, 2007, Lessee hereby directs SunTrust Leasing Corporation to wire transfer the monies as follows and to deduct the documentation fee due to SunTrust Leasing Corporation at closing:

Destination Information:

Bank Name	SunTrust Bank
Bank ABA Number	_____
Account Number	_____
Account Name	Corporate Agency Services
Attention	Matthew Ward 804-782-7182
Dollar Value	\$169,900.00
Reference	City of Long Beach, CA

Documentation Fee:

SunTrust Leasing Corp.	_____
Dollar Value	\$100.00
Reference	City of Long Beach, CA

TOTAL DISBURSEMENTS: \$170,000.00

Lessee acknowledges: (a) the Acquisition Cost of the Equipment is being increased by \$600.00 to cover the Documentation Fee & UCC filing fee ("Fee"), and (b) this Fee will be allocated to cost of the largest single piece of Equipment under lease. Lessee warrants that payment to the persons of the amounts described above constitutes full and final payment to all persons necessary so that the Equipment is fully paid for and shall be owned by Lessee free of all liens and encumbrances.

CIT OF LONG BEACH,
Lessee

By: [Signature]
Name: Anthony W. Batts
Title: City Manager
Date: 9/21/07

APPROVED AS TO FORM

9/20, 2007
ROBERT E. SHANNON, City Attorney
By [Signature]
DEPUTY CITY ATTORNEY

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