

CITY OF LONG BEACH
INDEX TO LEGAL DOCUMENTS

30261

Master Lease / Purchase Agreement dated 9/5/2007; ON FILE

Exhibit A - Equipment Schedule No. 04;

Acceptance Certificate;

Payment Schedule;

Exhibit B – Tax Agreement and Arbitrage Certificate; ON FILE

Exhibit C - Resolution of Governing Body; ON FILE

Exhibit D - Incumbency Certificate;

Exhibit E - Opinion of Counsel;

Exhibit F - Escrow Agreement, with its Schedule A;

Exhibit G-1 – Self-Insurance Certificate for Liability Coverage; ON FILE

Exhibit G-2 – Request for Property Insurance Certificate/Certificate; ON FILE

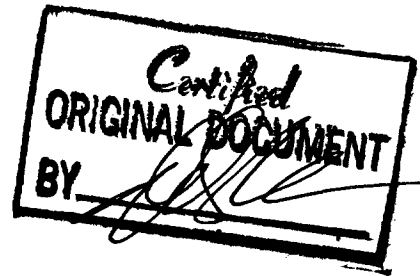
UCC Financing Statements with attached Schedule A;

Form 8038-G.

30261

EXHIBIT A

EQUIPMENT SCHEDULE NO. 04
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 \$1,300,000.00 (the "Acquisition Cost"). The Equipment Group consists of the following Equipment which has been or shall be purchased:

VARIOUS COMPUTER EQUIPMENT \$1,299,900.00
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:

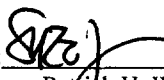
City Treasurer's Office
333 West Ocean Boulevard, 6th Floor
Long Beach, CA 90802

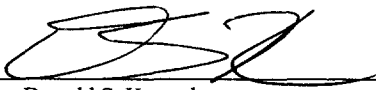
CITY OF LONG BEACH,

Lessee

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.,

Lessor

By:  **Assistant City Manager**
Name: Patrick H. West
Title: City Manager
Date: 3-16-08

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

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


**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

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

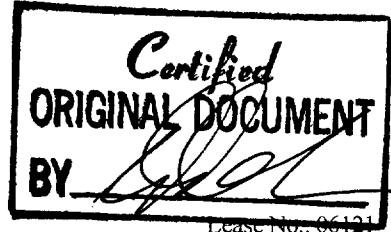
Telephone: 562/570-6169
Facsimile: 562/570-5836

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

APPROVED AS TO FORM

3-3, 2008
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 No.: 06121

Equipment Schedule: 04

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.]

CITY OF LONG BEACH,
Lessee

APPROVED AS TO FORM

3-3, 2008
ROBERT E. SHANNON, City Attorney
By [Signature]
DEPUTY CITY ATTORNEY

By: [Signature] Assistant City Manager
Name: Patrick H. West
Title: City Manager
Date: 3.6.08

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

RECEIVED
CITY CLERK
LONG BEACH, CALIF

08 MAR 31 PM 2:58

PAYMENT SCHEDULE

The Funding Date with respect to the above referenced Equipment Group shall be March 7, 2008. 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 2.68% Lessee will make Rental Payments each consisting of Principal and Interest as set forth below for a term of 4 years. The first Rental Payment is due on April 7, 2008 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	4/7/2008	28,591.13	25,687.80	2,903.33	1,312,541.57
2	5/7/2008	28,591.13	25,745.17	2,845.96	1,286,024.03
3	6/7/2008	28,591.13	25,802.67	2,788.46	1,259,447.28
4	7/7/2008	28,591.13	25,860.30	2,730.83	1,232,811.17
5	8/7/2008	28,591.13	25,918.05	2,673.08	1,206,115.58
6	9/7/2008	28,591.13	25,975.94	2,615.19	1,179,360.36
7	10/7/2008	28,591.13	26,033.95	2,557.18	1,152,545.40
8	11/7/2008	28,591.13	26,092.09	2,499.04	1,125,670.55
9	12/7/2008	28,591.13	26,150.36	2,440.77	1,098,735.67
10	1/7/2009	28,591.13	26,208.76	2,382.37	1,071,740.65
11	2/7/2009	28,591.13	26,267.30	2,323.83	1,044,685.33
12	3/7/2009	28,591.13	26,325.96	2,265.17	1,017,569.59
13	4/7/2009	28,591.13	26,384.76	2,206.37	990,393.29
14	5/7/2009	28,591.13	26,443.68	2,147.45	963,156.30
15	6/7/2009	28,591.13	26,502.74	2,088.39	935,858.47
16	7/7/2009	28,591.13	26,561.93	2,029.20	908,499.70
17	8/7/2009	28,591.13	26,621.25	1,969.88	881,079.81
18	9/7/2009	28,591.13	26,680.70	1,910.43	853,598.68
19	10/7/2009	28,591.13	26,740.29	1,850.84	826,056.18
20	11/7/2009	28,591.13	26,800.01	1,791.12	798,452.17
21	12/7/2009	28,591.13	26,859.86	1,731.27	770,786.51
22	1/7/2010	28,591.13	26,919.85	1,671.28	743,059.07
23	2/7/2010	28,591.13	26,979.97	1,611.16	715,269.70
24	3/7/2010	28,591.13	27,040.23	1,550.90	687,418.26

Certified
ORIGINAL DOCUMENT
 BY 

Lease Number: 06121
 Equipment Schedule: 04

PAYMENT SCHEDULE

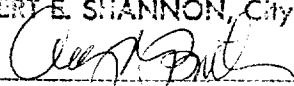
<u>Payment Number</u>	<u>Payment Date</u>	<u>Payment Amount</u>	<u>Principal Component</u>	<u>Interest Component</u>	<u>Prepayment Price*</u>
25	4/7/2010	28,591.13	27,100.62	1,490.51	659,504.63
26	5/7/2010	28,591.13	27,161.14	1,429.99	631,528.66
27	6/7/2010	28,591.13	27,221.80	1,369.33	603,490.20
28	7/7/2010	28,591.13	27,282.60	1,308.53	575,389.13
29	8/7/2010	28,591.13	27,343.53	1,247.60	547,225.29
30	9/7/2010	28,591.13	27,404.59	1,186.54	518,998.56
31	10/7/2010	28,591.13	27,465.80	1,125.33	490,708.79
32	11/7/2010	28,591.13	27,527.14	1,063.99	462,355.85
33	12/7/2010	28,591.13	27,588.61	1,002.52	433,939.57
34	1/7/2011	28,591.13	27,650.23	940.90	405,459.84
35	2/7/2011	28,591.13	27,711.98	879.15	376,916.50
36	3/7/2011	28,591.13	27,773.87	817.26	348,309.41
37	4/7/2011	28,591.13	27,835.90	755.23	319,638.44
38	5/7/2011	28,591.13	27,898.06	693.07	290,903.43
39	6/7/2011	28,591.13	27,960.37	630.76	262,104.24
40	7/7/2011	28,591.13	28,022.81	568.32	233,240.75
41	8/7/2011	28,591.13	28,085.40	505.73	204,312.79
42	9/7/2011	28,591.13	28,148.12	443.01	175,320.22
43	10/7/2011	28,591.13	28,210.99	380.14	146,262.90
44	11/7/2011	28,591.13	28,273.99	317.14	117,140.69
45	12/7/2011	28,591.13	28,337.14	253.99	87,953.44
46	1/7/2012	28,591.13	28,400.42	190.71	58,701.01
47	2/7/2012	28,591.13	28,463.85	127.28	29,383.24
48	3/7/2012	28,591.13	28,527.42	63.71	0.00
Totals		1,372,374.24	1,300,000.00	72,374.24	

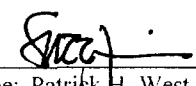
CITY OF LONG BEACH,
 Lessee

APPROVED AS TO FORM

3-3, 2008

ROBERT E. SHANNON, City Attorney

By  DEPUTY CITY ATTORNEY

By:  Assistant City Manager
 Name: Patrick H. West
 Title: City Manager
 Date: *3.6.08*

**EXECUTED PURSUANT
 TO SECTION 301 OF
 THE CITY CHARTER.**

* After payment of Rental Payment due on such date.

EXHIBIT C

Lease Number: 06121
Equipment Schedule: 04

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.



Lease Number: 06121
Equipment Schedule: 04

INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting City Treasurer of **CITY OF LONG BEACH** a municipal corporation and a political subdivision duly organized and existing under the laws of the State of California, that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are duly elected or appointed and hold the positions set forth opposite their respective names.

I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such individuals have the authority on behalf of such entity to enter into that certain Master Lease Agreement dated as of September 5, 2007 between such entity and **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**

Assistant City Manager

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
Patrick H. West	City Manager	
_____	_____	_____
_____	_____	_____
_____	_____	_____

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

IN WITNESS WHEREOF, I have duly executed this certificate as of this _____ day of _____, 2008.

By:
Name: David Nakamoto
Title: City Treasurer

APPROVED AS TO FORM

3-3, 2008
ROBERT E. SHANNON, City Attorney
By:
DEPUTY CITY ATTORNEY



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

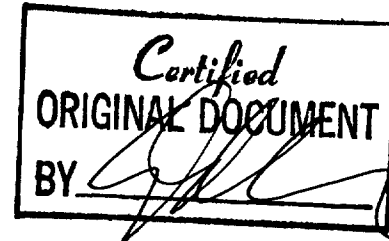
March 7, 2008

PRINCIPAL DEPUTIES

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

DEPUTIES

Gary J. Anderson
Richard E. Anthony
Amy R. Burton
Christina L. Checel
Lori A. Conway
Randall C. Fudge
Charles M. Gale
Monte H. Machit
Anne C. Lattime
Barry M. Meyers
Cristyl Meyers
Howard D. Russell
Tiffani L. Shin



SunTrust Equipment Finance & 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 EQUIPMENT FINANCE & LEASING
CORPORATION** ("Lessor") and **CITY OF LONG BEACH** ("Lessee") and
Schedule No. 04 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. 04 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

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: 

AMY R. BURTON
Deputy City Attorney



EXHIBIT F

Lease Number: 06121
Equipment Schedule: 03

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

ESCROW AGREEMENT

This **ESCROW AGREEMENT**, made and entered into as of the Date shown on Schedule I, by and among **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**, 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 herefore. 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 EQUIPMENT FINANCE & LEASING CORP. and SunTrust Bank. 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 the 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: Trust Funds Demand Beneficiary as shown on Schedule I, Attention: Gloria Reyes (407) 237-4240.**

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. Any amounts paid pursuant to this Section 3.4 shall be subject to a prepayment fee equal to two percent (2%) of such amount. 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 Lease has been terminated pursuant to Sections 3.2 or 12.2 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. The 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 Trust. The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held in trust 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 the Lessee's Authorized Representatives shown on Schedule 1 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 finally settled by binding arbitration or 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 tender into the registry or custody of any court having 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 agrees to 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, (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 agrees 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 agrees 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 hereby agrees 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 Fees shown on Schedule I for the ordinary services to be rendered hereunder (the "Escrow Agency Fees") 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 solely 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 agents or assigns. Such shortfall shall be paid by Lessee to Escrow Agent within 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 all fees and expenses of Escrow Agent hereunder 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 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 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 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 Commonwealth of Virginia.

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 EQUIPMENT FINANCE & LEASING
CORP.,
Lessor

By _____
Name:
Title:

By DSK
Name: Donald S. Keough
Title: Vice President

CITY OF LONG BEACH,
Lessee

Assistant City Manager

[SEAL]

By Patrick H. West
Name: Patrick H. West
Title: City Manager

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

APPROVED AS TO FORM

3-3-08
ROBERT E. SHANNON, City Attorney
by Deputy City Attorney
DEPUTY CITY ATTORNEY

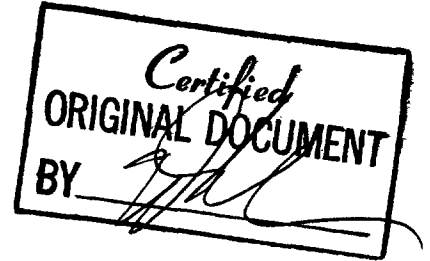
This is counterpart No. 2 of 2 serially numbered, manually executed counterparts of this document. To the extent that this Lease Agreement constitutes chattel paper under the Uniform Commercial Code, a security interest in this Lease Agreement may be created through the transfer and possession of Counterpart 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.

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Certified
ORIGINAL DOCUMENT
BY [Signature]

**SCHEDULE I
INFORMATION TO COMPLETE ESCROW AGREEMENT**

Lease Number: 06121
Equipment Schedule: 04
Date of Escrow Agreement: March 7, 2008
Name of Lessee: City of Long Beach
Lessee's State / Commonwealth: California
Escrow Agency Fee: \$250.00
Investment Fees, if any, are more fully defined on the attached prospectus, if any
Initial Deposit Amount: \$1,300,000.00
Date of Master Lease Agreement: September 5, 2007
Beneficiary Name for Fund: City of Long Beach
Ending Date: September 30, 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: Patrick H. West, City Manager
Escrow Agent's Address: SunTrust Bank, Trust Funds Demand
200 South Orange Avenue
Orlando, FL 32801
Attention: Gloria Reyes
Escrow Agent's Telephone: (407) 237-4240
Escrow Agent's Facsimile: (407) 237-5299
Lessor's Address: SunTrust Equipment Finance & Leasing Corp.
300 E. Joppa Road, 7th Floor
Towson, Maryland 21286
Attention: Escrow Administrator
Lessor's Telephone: (410) 307-6749
Lessor's Facsimile: (410) 307-6665
Lessor's Taxpayer Identification Number: _____



**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

Assistant City Manager

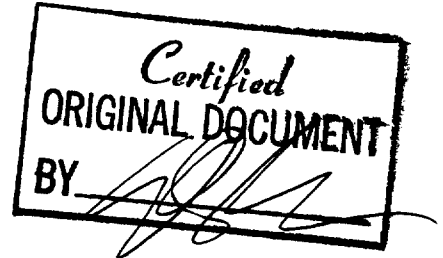
Patrick H. West, City Manager
[Signature] _____ [signature]

Lease Number: 6121
Equipment Schedule: 04

PAYMENT REQUEST FORM NO. _____

SUNTRUST BANK as Escrow Agent under an Escrow Agreement dated as of March 7, 2008 (the "Escrow Agreement") by and among the Escrow Agent, **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.**, 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.

Payee Amount Equipment



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 EQUIPMENT FINANCE &
LEASING CORP.,
Lessor

Assistant City Manager

By [Signature]
Name: Patrick H. West
Title: City Manager
Date: _____

By _____
Name: _____
Title: _____
Date: _____

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

APPROVED AS TO FORM

3-3
ROBERT E. SHANNON, City Attorney
[Signature]

**SCHEDULE A TO FINANCING STATEMENT OF
CITY OF LONG BEACH AS DEBTOR, AND
SUNTRUST EQUIPMENT FINANCE & LEASING CORP., AS SECURED PARTY**

Continuation of Collateral Description

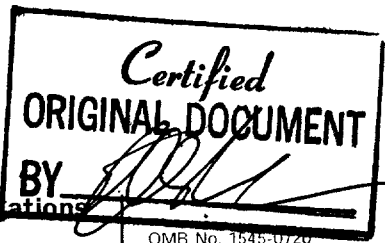
The financing statement to which this Schedule A is attached covers the types of property described on the face of such financing statement and all of the Debtor's right, title and interest in and to (collectively, the "Collateral"):

VARIOUS COMPUTER EQUIPMENT

(a) the equipment described in Equipment Schedule No. 04 dated as of March 7, 2008 (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 March 7, 2008 (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.



Form **8038-G**
(Rev. November 2000)
Department of the Treasury
Internal Revenue Service

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

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, 6th Floor	4 Report number 3 08-
5 City, town, or post office, state, and ZIP code Long Beach, CA 90802	6 Date of issue March 7, 2008	7 Name of issue Master Lease Agreement No. 06121, Schedule No. 04	8 CUSIP number n/a
9 Name and title of officer or legal representative whom the IRS may call for more information Daniel Thurber, Treasury Operations Manager	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 checked="" 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 Various Computer Equipment	18 1,300,000.00
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	3/7/2012	\$ 1,300,000.00	\$ 1,300,000.00	4 years	2.68 %

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 1,300,000.00
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 1,300,000.00

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)	35
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a
b Enter the final maturity date of the guaranteed investment contract	37a
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 <input type="checkbox"/> 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 <input type="checkbox"/>	
39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>	
40 If the issuer has identified a hedge, check box <input type="checkbox"/>	

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

Assistant City Manager

Patrick H. West, City Manager

ROBERT E. SHANNON, City Attorney
Signature of issuer's authorized representative

EXECUTED PURSUANT TO RESOLUTION NO. 10108
Date _____ Type or print name and title

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

DISBURSEMENT AUTHORIZATION

March 7, 2008

SunTrust Equipment Finance & Leasing Corp.
300 E. Joppa Road; 7th Floor
Towson, Maryland 21286

Gentlemen:

In connection with the certain Equipment Schedule No. 04 executed between SunTrust Equipment Finance & Leasing Corp. and the Lessee identified below, pursuant to that certain Master Lease Agreement No. 06121 dated as of September 5, 2007, Lessee hereby directs SunTrust Equipment Finance & Leasing Corp. to wire transfer the monies as follows and to deduct the documentation fee due to SunTrust Equipment Finance & Leasing Corp. at closing:

Destination Information:

Bank Name	SunTrust Bank-Orlando
Bank ABA Number	[REDACTED]
Account Number	[REDACTED]
Account Name	Trust Funds Demand
Attention	Gloria Reyes 407-237-4240
Dollar Value	\$1,299,900.00
Reference	City of Long Beach, CA

Documentation Fee:

SunTrust Equipment Finance & Leasing Corp.

Dollar Value	\$100.00
Reference	City of Long Beach, CA

TOTAL DISBURSEMENTS: \$1,300,000.00

Lessee acknowledges: (a) the Acquisition Cost of the Equipment is being increased by \$100.00 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.

CITY OF LONG BEACH,
Lessee

Assistant City Manager APPROVED AS TO FORM

By: [Signature]
Name: Patrick H. West
Title: City Manager
Date: 3-6-08

3-3, 2008
ROBERT E. SHANNON, City Attorney
By: [Signature]
DEPUTY CITY ATTORNEY



**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

AMENDMENT NO. 01 AMENDMENT TO LEASE DOCUMENTS

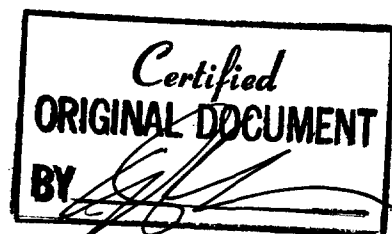
THIS AMENDMENT TO LEASE DOCUMENTS dated as of March 7, 2008 (this "Amendment"), by and among SUNTRUST EQUIPMENT FINANCE & LEASING CORP., (a wholly owned subsidiary of SUNTRUST LEASING CORPORATION), its present and future affiliates and their successors and assigns ("Lessor"), and CITY OF LONG BEACH its successors and permitted assigns ("Lessee"), amends that certain Master Lease Agreement No. 06121, dated as of September 5, 2007 (the "Lease"), all of the Equipment Schedules or Promissory Notes entered into pursuant thereto and all of the other documents and agreements entered into in connection therewith by and between SunTrust Leasing Corporation and Lessee, as amended or otherwise modified (hereinafter collectively referred to as the "Lease Documents"). The capitalized terms used herein but not otherwise defined herein shall have the respective meanings given them in the Lease Documents or the other documents referred to therein.

RECITALS

WHEREAS, effective 12:00 a.m. Eastern Time on January 1, 2008 ("Effective Date"), SUNTRUST LEASING CORPORATION, has transferred substantially all of its rights, interests, obligations, assets and liabilities to its wholly owned subsidiary SUNTRUST EQUIPMENT FINANCE & LEASING CORP. and the parties desire to amend all of the Lease Documents to reflect the name of SunTrust Equipment Finance & Leasing Corp. as the Lessor.

NOW, THEREFORE, in consideration of the foregoing premises and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

- 1. AMENDMENT.** Each of the Lease Documents, together with any other agreement, document, exhibit, schedule, note or annex delivered in connection with any of the same, is hereby revised (which revision shall be deemed effective upon and at all times after the Effective Date) so that any and all references therein to "SUNTRUST LEASING CORPORATION" shall be replaced with "SUNTRUST EQUIPMENT FINANCE & LEASING CORP."
- 2. COVENANTS.** Upon the execution of this Amendment, Lessor will promptly execute Uniform Commercial Code Statements of Amendments and any other filings and recordings, together with such further documents, instruments and assurance and take such further action as Lessor may deem necessary in order to carry out the intent and purpose of this Amendment.
- 3. MISCELLANEOUS.** This Amendment shall hereafter amend and constitute a part of each of the Lease Documents referenced herein. Except as expressly provided herein, the terms and conditions of each such Lease Document remains unmodified and in full force and effect. This Amendment shall be governed by and in accordance with the laws of the Lease Documents. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



IN WITNESS WHEREOF, the parties have caused this Amendment to Lease Documents to be executed as of the date first above written.

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.,
Lessor

CITY OF LONG BEACH,
Lessee

By: [Signature] [SEAL]
Name: Donald S. Keough
Title: Vice President

By: [Signature] Assistant City Manager [SEAL]
Name: Patrick H. West
Title: City Manager

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**

APPROVED AS TO FORM

3-18, 2008
ROBERT E. SHANNON, City Attorney
By: [Signature]
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.

**Certified
ORIGINAL DOCUMENT
BY [Signature]**