

ORIGINAL

SCHEDULE OF PROPERTY NO. 5

30957

Re: Equipment Lease-Purchase Agreement, dated as of October 24, 2008, as amended from time to time, between Bank of America, N.A., as Lessor, and City of Long Beach, as Lessee

1. **Defined Terms; Lease; Banc of America Public Capital Corp as Lessor.** Unless otherwise defined herein, all terms used herein have the meanings ascribed to them in the above-referenced Agreement. This Schedule constitutes a "Lease" for all purposes under the Agreement, and is by and between the Lessee and Banc of America Public Capital Corp, a Kansas corporation (the "Lessor"), an affiliate of Bank of America, N.A. ("BANA"). For all purposes under or with respect to this Schedule and any documents or instruments executed and delivered in connection herewith, each reference to "Lessor" contained herein and in the Agreement shall be deemed to be a reference to Banc of America Public Capital Corp, as Lessor hereunder.

2. **Equipment.** The following items of Equipment are hereby included under this Schedule of the Agreement.

Customer Information System Financing Information

	License	Maintenance Years 1 & 2	Total Project Costs
Oracle Software (Customer Care & Billing, Mobile Workforce Mgmt)	868,000.00	385,739.00	1,253,739.00
Oracle Database (11g Standard Edition) Software	62,000.00	27,553.00	89,553.00
	930,000.00	413,292.00	1,343,292.00

EP2M Implementation	6,597,183.00		6,597,183.00
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	Oracle		EP2M	Totals	% of costs
	License	Maintenance years 1 & 2	Implementation		
Total Project Costs	930,000.00	413,292.00	6,597,183.00	7,940,475.00	38.10%

Gas Department Total (38.10% of total cost)	354,330.00	157,464.25	2,513,526.72	3,025,320.98	38.10%
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3. **Payment Schedule.** The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit B. Rental Payments shall commence on the date on which the Equipment listed in this Schedule is accepted by Lessee, as indicated in an Acceptance Certificate substantially in the form of Exhibit C to the Agreement or the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Acquisition Fund Custodian, whichever is earlier.

4. **Prepayment Option Amount Schedule.** The Prepayment Option Amount on each Rental Payment date for the applicable Term in the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Prepayment Option Amount" column of the Rental Payment Schedule attached to this Schedule. The Prepayment Option Amount is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

5. **Representations and Warranties.** Lessee hereby represents and warrants that its representations and warranties set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that (a) no material adverse change in Lessee's financial condition has occurred since the date of the Agreement, (b) the governing body of Lessee has authorized the execution and delivery of the Agreement and the Leases pursuant to Council approval dated July 5, 2011 (c) the Equipment described in the Agreement referenced above is essential to the functions of the Lessee or the services Lessee provides its citizens; (d) Lessee has immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (e) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

6. **The Lease.** The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

7. **Purchase Price.** The Purchase Price which Lessor shall pay to the Acquisition Fund Custodian in connection with this Schedule is \$3,025,820.98, all of which is for deposit to the Acquisition Fund. It is expected that that by thirty (30) months from the date of this Schedule No. 5 Lessee will have taken possession of all items of Equipment shown above and that a Lessee's Acceptance Certificate, or Acceptance Certificates, will be signed by Lessee and delivered to Lessor on or before thirty (30) months from the date of this Schedule 5.

8. **Lease Term.** The Lease Term shall consist of the Original Term and (7) consecutive Renewal Terms, with the final Renewal Term ending on September 15, 2018.

9. **Utilization Period.** The Utilization Period applicable to this Schedule shall end no later than May 31, 2012.

10. **State.** For purposes of this Agreement, "State" means the State of California.

11. **Fiscal Period.** Lessee's current Fiscal Period extends from October 1, 2011 to September 30, 2012.

APPROVED AS TO FORM
Sept. 6, 2011
ROBERT E. SHANNON, City Attorney
By Gary J. Anderson
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

Dated: September 15, 2011

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
CA5-705-04-01
San Francisco, California 94104

By: Eileen Harwell
Name: Eileen Harwell
Title: Authorized Agent

LESSEE:

City of Long Beach
333 W. Ocean Boulevard, 11th Floor
Long Beach, California 90802-4664

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

(Seal)

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Attest:

By: Larry Herrera
Name: Larry Herrera
Title: City Clerk

Duplicate Original No. _____ of _____ manually executed and serially numbered duplicate originals. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Duplicate Original other than Duplicate Original No. 1.

ORIGINAL

**EXHIBIT B
REVISED RENTAL PAYMENT SCHEDULE**

Rental Payment Number	Rental Payment Date	Rental Payment Amount	Interest Portion 2.0640%	Principal Portion	Balance	Prepayment Option Amount
0	9/15/2011	-	-	-	3,025,320.98	
1	10/15/2011	38,711.04	5,203.55	33,507.49	2,991,813.49	N/A
2	11/15/2011	38,711.04	5,145.92	33,565.12	2,958,248.37	N/A
3	12/15/2011	38,711.04	5,088.19	33,622.85	2,924,625.51	N/A
4	1/15/2012	38,711.04	5,030.36	33,680.69	2,890,944.83	N/A
5	2/15/2012	38,711.04	4,972.43	33,738.62	2,857,206.21	N/A
6	3/15/2012	38,711.04	4,914.39	33,796.65	2,823,409.56	N/A
7	4/15/2012	38,711.04	4,856.26	33,854.78	2,789,554.79	N/A
8	5/15/2012	38,711.04	4,798.03	33,913.01	2,755,641.78	N/A
9	6/15/2012	38,711.04	4,739.70	33,971.34	2,721,670.44	N/A
10	7/15/2012	38,711.04	4,681.27	34,029.77	2,687,640.67	N/A
11	8/15/2012	38,711.04	4,622.74	34,088.30	2,653,552.37	N/A
12	9/15/2012	38,711.04	4,564.11	34,146.93	2,619,405.44	N/A
13	10/15/2012	38,711.04	4,505.38	34,205.66	2,585,199.77	N/A
14	11/15/2012	38,711.04	4,446.54	34,264.50	2,550,935.28	N/A
15	12/15/2012	38,711.04	4,387.61	34,323.43	2,516,611.84	N/A
16	1/15/2013	38,711.04	4,328.57	34,382.47	2,482,229.37	N/A
17	2/15/2013	38,711.04	4,269.43	34,441.61	2,447,787.77	N/A
18	3/15/2013	38,711.04	4,210.19	34,500.85	2,413,286.92	N/A
19	4/15/2013	38,711.04	4,150.85	34,560.19	2,378,726.73	N/A
20	5/15/2013	38,711.04	4,091.41	34,619.63	2,344,107.10	N/A
21	6/15/2013	38,711.04	4,031.86	34,679.18	2,309,427.92	N/A
22	7/15/2013	38,711.04	3,972.22	34,738.83	2,274,689.10	N/A
23	8/15/2013	38,711.04	3,912.47	34,798.58	2,239,890.52	N/A
24	9/15/2013	38,711.04	3,852.61	34,858.43	2,205,032.09	N/A
25	10/15/2013	38,711.04	3,792.66	34,918.39	2,170,113.70	N/A
26	11/15/2013	38,711.04	3,732.60	34,978.45	2,135,135.26	N/A
27	12/15/2013	38,711.04	3,672.43	35,038.61	2,100,096.65	N/A
28	1/15/2014	38,711.04	3,612.17	35,098.88	2,064,997.77	N/A
29	2/15/2014	38,711.04	3,551.80	35,159.25	2,029,838.53	N/A
30	3/15/2014	38,711.04	3,491.32	35,219.72	1,994,618.81	N/A
31	4/15/2014	38,711.04	3,430.74	35,280.30	1,959,338.51	N/A
32	5/15/2014	38,711.04	3,370.06	35,340.98	1,923,997.53	N/A
33	6/15/2014	38,711.04	3,309.28	35,401.77	1,888,595.76	N/A
34	7/15/2014	38,711.04	3,248.38	35,462.66	1,853,133.11	N/A
35	8/15/2014	38,711.04	3,187.39	35,523.65	1,817,609.45	N/A
36	9/15/2014	38,711.04	3,126.29	35,584.75	1,782,024.70	N/A
37	10/15/2014	38,711.04	3,065.08	35,645.96	1,746,378.74	N/A
38	11/15/2014	38,711.04	3,003.77	35,707.27	1,710,671.47	N/A
39	12/15/2014	38,711.04	2,942.35	35,768.69	1,674,902.78	N/A
40	1/15/2015	38,711.04	2,880.83	35,830.21	1,639,072.57	N/A
41	2/15/2015	38,711.04	2,819.20	35,891.84	1,603,180.74	N/A
42	3/15/2015	38,711.04	2,757.47	35,953.57	1,567,227.17	N/A
43	4/15/2015	38,711.04	2,695.63	36,015.41	1,531,211.75	1,531,211.75
44	5/15/2015	38,711.04	2,633.68	36,077.36	1,495,134.40	1,495,134.40
45	6/15/2015	38,711.04	2,571.63	36,139.41	1,458,994.99	1,458,994.99
46	7/15/2015	38,711.04	2,509.47	36,201.57	1,422,793.42	1,422,793.42

47	8/15/2015	38,711.04	2,447.20	36,263.84	1,386,529.58	1,386,529.58
48	9/15/2015	38,711.04	2,384.83	36,326.21	1,350,203.37	1,350,203.37
49	10/15/2015	38,711.04	2,322.35	36,388.69	1,313,814.67	1,313,814.67
50	11/15/2015	38,711.04	2,259.76	36,451.28	1,277,363.39	1,277,363.39
51	12/15/2015	38,711.04	2,197.07	36,513.98	1,240,849.42	1,240,849.42
52	1/15/2016	38,711.04	2,134.26	36,576.78	1,204,272.64	1,204,272.64
53	2/15/2016	38,711.04	2,071.35	36,639.69	1,167,632.94	1,167,632.94
54	3/15/2016	38,711.04	2,008.33	36,702.71	1,130,930.23	1,130,930.23
55	4/15/2016	38,711.04	1,945.20	36,765.84	1,094,164.39	1,094,164.39
56	5/15/2016	38,711.04	1,881.96	36,829.08	1,057,335.31	1,057,335.31
57	6/15/2016	38,711.04	1,818.62	36,892.43	1,020,442.88	1,020,442.88
58	7/15/2016	38,711.04	1,755.16	36,955.88	983,487.00	983,487.00
59	8/15/2016	38,711.04	1,691.60	37,019.44	946,467.56	946,467.56
60	9/15/2016	38,711.04	1,627.92	37,083.12	909,384.44	909,384.44
61	10/15/2016	38,711.04	1,564.14	37,146.90	872,237.54	872,237.54
62	11/15/2016	38,711.04	1,500.25	37,210.79	835,026.75	835,026.75
63	12/15/2016	38,711.04	1,436.25	37,274.80	797,751.95	797,751.95
64	1/15/2017	38,711.04	1,372.13	37,338.91	760,413.04	760,413.04
65	2/15/2017	38,711.04	1,307.91	37,403.13	723,009.91	723,009.91
66	3/15/2017	38,711.04	1,243.58	37,467.46	685,542.45	685,542.45
67	4/15/2017	38,711.04	1,179.13	37,531.91	648,010.54	648,010.54
68	5/15/2017	38,711.04	1,114.58	37,596.46	610,414.08	610,414.08
69	6/15/2017	38,711.04	1,049.91	37,661.13	572,752.95	572,752.95
70	7/15/2017	38,711.04	985.14	37,725.91	535,027.04	535,027.04
71	8/15/2017	38,711.04	920.25	37,790.80	497,236.24	497,236.24
72	9/15/2017	38,711.04	855.25	37,855.80	459,380.45	459,380.45
73	10/15/2017	38,711.04	790.13	37,920.91	421,459.54	421,459.54
74	11/15/2017	38,711.04	724.91	37,986.13	383,473.41	383,473.41
75	12/15/2017	38,711.04	659.57	38,051.47	345,421.94	345,421.94
76	1/15/2018	38,711.04	594.13	38,116.92	307,305.03	307,305.03
77	2/15/2018	38,711.04	528.56	38,182.48	269,122.55	269,122.55
78	3/15/2018	38,711.04	462.89	38,248.15	230,874.40	230,874.40
79	4/15/2018	38,711.04	397.10	38,313.94	192,560.46	192,560.46
80	5/15/2018	38,711.04	331.20	38,379.84	154,180.62	154,180.62
81	6/15/2018	38,711.04	265.19	38,445.85	115,734.77	115,734.77
82	7/15/2018	38,711.04	199.06	38,511.98	77,222.79	77,222.79
83	8/15/2018	38,711.04	132.82	38,578.22	38,644.57	38,644.57
84	9/15/2018	38,711.04	66.47	38,644.57	0.00	0.00

TOTAL 3,251,727.52 226,406.54 3,025,320.98

For purposes of this Lease, "Taxable rate," with respect to the interest component of Rental Payments, means an annual rate of interest equal to 3.2198%.

APPROVED AS TO FORM
September 14, 2011
 ROBERT E. SHANNON, City Attorney
 By Gary J. Anderson
 GARY J. ANDERSON
 DEPUTY CITY ATTORNEY

City of Long Beach
 By: [Signature] Assistant City Manager
 Name: Patrick H. West
 Title: City Manager
 EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

ACQUISITION FUND AND ACCOUNT CONTROL AGREEMENT

This Acquisition Fund and Account Control Agreement (this "Agreement"), dated as of September 15, 2011, by and among Banc of America Public Capital Corp, a Kansas corporation (hereinafter referred to as "Lessor"), City of Long Beach, a political subdivision of the state of California (hereinafter referred to as "Lessee") and Union Bank, N.A., a national banking association (hereinafter referred to as "Acquisition Fund Custodian").

Reference is made to Schedule of Property No. 5, dated as of September 15, 2011, by and between Lessor and Lessee incorporating the terms of that certain Equipment Lease Purchase Agreement dated as of October 24, 2008, as amended from time to time, between Bank of America, N.A., and Lessee (hereinafter referred to as the "Lease"), covering the acquisition and lease of certain Oracle Customer Information System described therein (the "Equipment"). It is a requirement of the Lease that the Purchase Price of the Equipment (an amount not to exceed \$3,025,820.98) is to be deposited into a special trust fund under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

The parties agree as follows:

1. Creation of Acquisition Fund.

(a) There is hereby created a special custody fund to be known as the "City of Long Beach 2011- Schedule No. 5 Acquisition Fund Account" (the "Acquisition Fund") to be held by the Acquisition Fund Custodian for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) The Acquisition Fund Custodian shall invest and reinvest moneys on deposit in the Acquisition Fund in Qualified Investments in accordance with written instructions received from Lessee. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Acquisition Fund Custodian for the reinvestment of any maturing investment. Accordingly, neither the Acquisition Fund Custodian nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Acquisition Fund, and Lessee agrees to and does hereby release the Acquisition Fund Custodian and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Acquisition Fund shall become part of the Acquisition Fund, and gains and losses on the investment of the moneys on deposit in the Acquisition Fund shall be borne by the Acquisition Fund, except for liability related to the negligence, willful misconduct or fraud of Acquisition Fund Custodian or Lessor. For purposes of this agreement, "Qualified Investments" means any investments which meet the requirements of applicable State of California and local laws and regulations.

(c) Unless the Acquisition Fund is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Acquisition Fund shall be disbursed by the Acquisition Fund Custodian in payment of amounts described in Section 2 hereof upon receipt of written authorization(s) from Lessor, as is more fully described in Section 2 hereof. If the

amounts in the Acquisition Fund are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Acquisition Fund after March 15, 2014 (the "Acquisition Period") shall be applied as provided in Section 4 hereof.

(d) The Acquisition Fund shall be terminated at the earliest of (i) the final distribution of amounts in the Acquisition Fund or (ii) written notice given by Lessor of the occurrence of a default or termination of the Lease due to non-appropriation.

(e) The Acquisition Fund Custodian may act in reliance upon any writing or instrument or signature which it has determined to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Acquisition Fund Custodian shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the authority or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Acquisition Fund Custodian, and for the disposition of the same in accordance herewith.

(f) Unless the Acquisition Fund Custodian is guilty of negligence, willful misconduct or fraud with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Acquisition Fund Custodian and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Acquisition Fund Custodian under this Agreement; and in connection therewith does, to the extent permitted by law, indemnify the Acquisition Fund Custodian against any and all expenses; including reasonable attorneys' fees and costs.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Acquisition Fund Custodian hereunder, the Acquisition Fund Custodian may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Acquisition Fund Custodian shall be reimbursed by Lessor, for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Acquisition Fund Custodian may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Acquisition Fund Custodian shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its negligence, willful misconduct or fraud.

(i) Lessor shall reimburse the Acquisition Fund Custodian for all reasonable costs and expenses, including those of the Acquisition Fund Custodian's attorneys, agents and employees incurred for extra-ordinary administration of the Acquisition Fund and the performance of the Acquisition Fund Custodian's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Acquisition Fund.

(j) Lessor shall from time to time, on demand, pay to the Acquisition Fund Custodian reasonable compensation for its services and shall reimburse the Acquisition Fund Custodian for all its advances and expenditures, including but not limited to advances to and fees and expenses of counsel. The obligation to pay such amounts shall survive the term of this Acquisition Fund Agreement.

(k) The duties and responsibilities of Acquisition Fund Custodian shall be limited to those expressly set forth in this Agreement. With the exception of this Agreement, Acquisition Fund Custodian is not responsible for or chargeable with knowledge of any terms or provisions contained in any underlying agreement referred to in this Agreement or any other separate agreements and understandings between the parties. The Acquisition Fund Custodian shall not be liable for the accuracy of any calculations or the sufficiency of any funds for any purpose. The Acquisition Fund Custodian shall not have any liability under this Agreement except to the extent of its own gross negligence or willful misconduct. In no event shall the Acquisition Fund Custodian be liable for any special, indirect or consequential damages.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Acquisition Fund. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof.

(b) Authorized Acquisition Fund Disbursements. Disbursements from the Acquisition Fund shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Disbursement Procedure. No disbursement from the Acquisition Fund ("Disbursement") shall be made unless and until Lessor has approved such Disbursement. Prior to disbursement from the Acquisition Fund there shall be filed with the Acquisition Fund Custodian a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. Each such Disbursement shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following:

1. Delivery to Lessor of a certificate of Lessee to the effect that:

- (i) an obligation in the stated amount has been incurred by Lessee, and that the same is a proper charge against the Acquisition Fund for costs relating to the Equipment identified in the Lease, and has not been paid;
- (ii) the Authorized Representative has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made;
- (iii) such Disbursement contains no item representing payment on

account, or any retained percentages which Lessee is, at the date of such certificate, entitled to retain; and (iv) the Equipment is insured in accordance with the Lease;

2. Delivery to Lessor of an Acceptance Certificate executed by Lessee, together with any Purchase Agreement Assignment or bill of sale and invoice therefor as required by Paragraph 3A of the Lease;

3. The disbursement shall occur during the Acquisition Period set forth in the Schedule applicable to such Equipment;

4. There shall exist no Event of Default (nor any event which, with notice or lapse of time or both, would become an Event of Default); and

5. No material adverse change in Lessee's or any guarantor's financial condition shall have occurred since the date of the Lease.

3. Deposit to Acquisition Fund. Upon satisfaction of the conditions specified in Paragraph 3A of the Lease, Lessor will cause the Purchase Price to be deposited in the Acquisition Fund. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Acquisition Fund.

4. Excessive Acquisition Fund. Following the final disbursement from the Acquisition Fund at the end of the Acquisition Period, or termination of the Acquisition Fund as otherwise provided herein or in the Lease, the Acquisition Fund Custodian shall transfer any remainder from the Acquisition Fund to Lessor for application to amounts owed under the Lease in accordance with Paragraph 35(c) of the Lease.

5. Security Interest. The Acquisition Fund Custodian and Lessee acknowledge and agree that the Acquisition Fund and all proceeds thereof are being held by Acquisition Fund Custodian for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Acquisition Fund, and all proceeds thereof, and all investments made with any amounts in the Acquisition Fund. If the Acquisition Fund, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Acquisition Fund Custodian and the Acquisition Fund Custodian hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

5A. Control of Acquisition Account. In order to perfect Lessor's security interest by means of control in (i) the Acquisition Fund established hereunder, (ii) all entitlements, investment property and other financial assets now or hereafter credited to the Acquisition Fund, (iii) all of Lessee's rights in respect of the Acquisition Fund, such entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of such entitlements, investment property and other financial assets deposited in or credited to the Acquisition Fund (collectively, the "Collateral"), Lessor, Lessee and Acquisition Fund Custodian further agree as follows:

(a) All terms used in this Section 5A which are defined in the Commercial Code of the state of California ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Lessee hereby irrevocably authorizes Acquisition Fund Custodian and Acquisition Fund Custodian hereby agrees, to comply with all instructions entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, in accordance with the terms hereof without further consent by Lessee, except as otherwise specifically provided in this Agreement.

(c) Acquisition Fund Custodian hereby represents and warrants (a) that the records of Acquisition Fund Custodian show that Lessee is the sole owner of the Collateral, (b) that Acquisition Fund Custodian has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Section 5A, and (c) that Acquisition Fund Custodian is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Acquisition Fund Custodian is obligated to accept from Lessor under this Agreement and entitlement orders that Acquisition Fund Custodian, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Acquisition Fund Custodian will not enter into any agreement by which Acquisition Fund Custodian agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Acquisition Fund Custodian shall promptly notify Lessor if any person requests Acquisition Fund Custodian to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Acquisition Fund Custodian may allow Lessee to effect sales, trades, transfers and exchanges of Collateral within the Acquisition Fund, but will not, without the prior written consent of Lessor unless otherwise authorized by other Sections of this Agreement, allow Lessee to withdraw any Collateral from the Acquisition Fund. Acquisition Fund Custodian acknowledges that Lessor reserves the right, by delivery of written notice to Acquisition Fund Custodian, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Acquisition Fund when those withdrawals are intended to be used by Lessee for any purpose other than the acquisition of Equipment in accordance with the terms of this Agreement and the Lease. Further, Acquisition Fund Custodian hereby agrees to comply with any and all written instructions delivered by Lessor to Acquisition Fund Custodian (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter, unless Acquisition Fund Custodian receives notice from Lessee that said instructions from Lessor violate the terms of this Agreement. In that case, Acquisition Fund Custodian shall take no action until Lessor and Lessee resolve their dispute.

(f) Lessee hereby irrevocably authorizes Acquisition Fund Custodian to comply with all instructions and entitlement orders delivered by Lessor to Acquisition Fund Custodian.

(g) Acquisition Fund Custodian will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and

Acquisition Fund Custodian will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Acquisition Fund Custodian is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 6 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Acquisition Fund statements or reports issued or sent to Lessee with respect to the Acquisition Fund.

6. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:

If to Lessor: Banc of America Public Capital Corp
555 California Street
CA5-705-04-01
San Francisco, CA 94104
Attn: Contracts Administration
Fax: (415) 343-0531

If to Lessee: City of Long Beach
333 W. Ocean Boulevard, 6th Floor
Long Beach, CA 90802-4664
Attn: Eugene Fong
Tel No. 562-570-5023
Fax No. 562-570-5836

If to Acquisition
Fund Custodian Union Bank, N.A.
Corporate Trust Department
120 S. San Pedro Street, Suite 400
Los Angeles, CA 90012
Attn: Alison Braunstein
Phone: (213) 972-5674
Fax: (213) 972-5694

In Witness Whereof, the parties have executed this Acquisition Fund Agreement as of the date first above written.

Banc of America Public Capital Corp
as Lessor

By: Eileen Harwell
Name: Eileen Harwell
Title: Authorized Agent

City of Long Beach,
as Lessee

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

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Union Bank, N.A.
as Acquisition Fund Custodian

By: _____
Name: _____
Title: Vice President

APPROVED AS TO FORM
Sept. 6, 2011
By Gary J. Anderson
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

Schedule 1

Form of Disbursement Request No. ____

Re: Schedule of Property No. 5 dated as of September 15, 2011, by and between Banc of America Public Capital Corp, as Lessor and City of Long Beach, as Lessee, incorporating the terms of that certain Equipment Lease-Purchase Agreement dated as of October 24, 2008, as amended from time to time, by and between Bank of America, N.A., and Lessee (the "Lease")

In accordance with the terms of the Acquisition Fund and Account Control Agreement, dated as of September 15, 2011 (the "Acquisition Fund and Account Control Agreement") by and among Banc of America Public Capital Corp ("Lessor"), City of Long Beach ("Lessee") and Union Bank, N.A., (the "Acquisition Fund Custodian"), the undersigned hereby requests the Acquisition Fund Custodian pay the following persons the following amounts from the Acquisition Fund created under the Acquisition Fund and Account Control Agreement (the "Acquisition Fund") for the following purposes.

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by Lessee, and the same is a proper charge against the Acquisition Fund for costs relating to the Equipment identified in the Lease, and has not been paid. Attached hereto is the original invoice with respect to such obligation.

(ii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iii) This Disbursement contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain.

(iv) The Equipment is insured in accordance with the Lease.

(v) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vi) The disbursement shall occur prior to the end of the Utilization Period set forth in the Schedule applicable to such Equipment.

(vii) No material adverse change in Lessee's or any guarantor's financial condition shall have occurred since the date of the Lease.

Dated: _____

CITY OF LONG BEACH

By: [Signature] Assistant City Manager

Name: Patrick H. West, City Manager

Title: Authorized Representative

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Disbursement of funds from the Acquisition Fund in accordance with the foregoing Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____

Name: _____

Title: Authorized Agent

APPROVED AS TO FORM

Sept. 6, 20 11
ROBERT E. HANNON, City Attorney

By [Signature]
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

TAX CERTIFICATE

This Tax Certificate (this "Certificate") is being provided by the City of Long Beach, California (the "City") in connection with the execution of that certain Equipment Lease-Purchase Agreement, as amended from time to time, by and between the City, as Lessee, and Bank of America, N.A., as Lessor, dated October 24, 2008 and Schedule No. 5 thereto dated as of September 15, 2011, by and between Banc of America Public Capital Corp, as Lessor and Lessee, which among other things, incorporates the terms of the Agreement and provides for the lease by the City of Oracle Computer Information System to be located in the City (the "Lease") and concerns the requirements that must be met for interest component of the Rental Payments under the Lease to qualify as tax-exempt for federal income tax purposes.

The representations and agreements contained in this Certificate are made by the City for the benefit of Banc of America Public Capital Corp.

Many of the terms used in this Certificate have special meanings and provides cross-references to provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations pertaining to tax-exempt obligations. Certain other terms used and not defined herein have the meanings given such terms in the Lease.

The undersigned, acting on behalf of the City, hereby certifies, represents and agrees as follows:

1. The City's Representations. The City represents that it has examined and is familiar with the representations made in this Certificate, and certifies that all such representations are true, complete, and correct and do not omit to state a material fact necessary to make the representations, in light of the circumstances under which they were made, not misleading. Any representation made by the City about its reasonable expectations includes a representation that it has not entered into any contract or other arrangement that is inconsistent with that representation. The City further represents that is has reviewed all parts of this Certificate with its counsel. The undersigned City Manager of the City, certifies that he is duly authorized to execute and deliver this Certificate.

2. The Lease. The Lease, to which this Certificate is attached as Exhibit K, is incorporated herein by reference. The terms and security and sources of payment of the Lease are as described therein. The property to be financed with the proceeds of the Lease shall be the Equipment as defined and described in the Lease.

3. Reasonable Expectation That No Other Obligations Need to be Treated as Part of the Same "Issue" as the Lease. The Lease Schedule has been executed as of September 15, 2011. No other obligations reasonably expected to be paid from the same source of funds have been sold since September 1, 2011 and the City reasonably expects that no such obligations will be sold before September 15, 2011. Accordingly, the City intends to treat the Lease as a single "issue" and that no other obligations will be part of this "issue."

4. Interest Rate Hedges. The City has not entered into any contract primarily to modify the risk of interest rate changes with respect to the Lease and does not reasonably expect that it will enter into such a contract.

5. Form 8038-G. The information in the Internal Revenue Service Form 8038-G for the Lease attached to this Certificate as Attachment A is true and correct.

6. Amount of Lease Proceeds. The Lease was awarded by the City on the basis of the presentation of proposals to Banc of America Public Capital Corp for an aggregate lease value of \$3,025,320.98. The fair market value of the Equipment is \$3,025,320.98.

7. Replacement Proceeds. The City reasonably expects that it will not have Replacement Proceeds as defined in Treas. Reg. §1.148-1(c). The City acknowledges that if Replacement Proceeds arise, they will be treated Gross Proceeds, as defined in the Code.

8. Ownership of the Equipment. The City reasonably expects that it will own the Equipment for the entire term of the Lease.

9. No Private Business Use of Equipment. No portion of any property financed with the proceeds of the Lease will be used for a private business use and the City shall not take any action that would cause the Lease to meet the private business use test of section 141(b)(1) of the Code. Accordingly, the City will not take any action that would cause (i) more than 10% of the Equipment to be used for private business use or (ii) more than 5% of the proceeds of the Equipment to be used for any private business use which is unrelated to any governmental use of such proceeds or which is related to such governmental use but disproportionate to the governmental use.

10. Payment of Rebate. The City shall make, or cause to be made, rebate payments to the United States Treasury with respect to the Lease at such times and such amounts as will meet the requirements of section 148(f) of the Code.

9. Records of Investments. The City shall maintain records that are adequate to determine the amount of required rebate payments with respect to of any proceeds of the Lease, if any. These records shall be maintained by the City until 6 years after the termination or the Lease.

10. Federal Guarantees. The City shall not take any action that would cause the Lease to be "federally guaranteed" under section 149(b) of the Code.

Lessee: CITY OF LONG BEACH

APPROVED AS TO FORM
September 14, 2011
ROBERT E. SHANNON, City Attorney
By: Gary J. Anderson
GARY J. ANDERSON
DEPUTY CITY ATTORNEY

Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
By: [Signature]
Name: Patrick H. West
Title: City Manager



OFFICE OF THE CITY ATTORNEY
Long Beach, California

ROBERT E. SHANNON
City Attorney

HEATHER A. MAHOOD
Chief Assistant City Attorney

MICHAEL J. MAJS
Assistant City Attorney

PRINCIPAL DEPUTIES

Dominic Holzhaus
Anne C. Laffitte
Monte H. Machit
J. Charles Parkin

DEPUTIES

C. Geoffrey Allred
Gary J. Anderson
Richard F. Anthony
Amy R. Burton
Kendra L. Carney
Christina L. Checel
Charles M. Gale
Barbara J. McTigue
Bairry M. Meyers
Cristyl Meyers
Howard D. Russell
Tiffani L. Shih
Linda Trang
Theodore B. Zinger

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

Re: Schedule of Property No. 5, dated as of September 15, 2011, by and between Banc of America Public Capital Corp, as Lessor and City of Long Beach, as Lessee, incorporating the terms of that certain Equipment Lease-Purchase Agreement dated as of October 24, 2008, as amended from time to time, by and between Bank of America, N.A., as Lessor, and Lessee

Ladies and Gentlemen:

As legal counsel to City of Long Beach ("*Lessee*"), I have examined (a) an executed counterpart of a certain Equipment Lease-Purchase Agreement, dated as of October 24, 2008, as amended from time to time, and Exhibits thereto by and between Bank of America, N.A. and Lessee (the "*Agreement*") and an executed counterpart of Schedule of Property No. 5, dated as of September 15, 2011, by and between Banc of America Public Capital Corp ("*Lessor*") and Lessee (the "*Schedule*"), which, among other things incorporates the terms of the Agreement and provides for the lease of certain property listed in the Schedule (the "*Equipment*"), and a certain Acquisition Fund and Account Control Agreement among Lessor, Lessee and Union Bank of California, NA, as Acquisition Fund Custodian, dated as of September 15, 2011, (b) an executed counterpart of the ordinances or resolutions of Lessee which among other things, authorize Lessee to execute the Agreement and the Schedule and such other opinions, documents and matters of law as I have deemed necessary in connection with this opinion. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rental Payment Schedule attached to the Schedule are herein referred to collectively as the "*Lease*", and the Lease and the Acquisition Fund and Account Control Agreement are referred to collectively as the "*Transaction Documents*".

Based on the foregoing, I am of the following opinions:

1. Lessee is a municipal corporation, duly organized and existing under the laws of the State, and is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "*Code*") and the obligations of Lessee under the Agreement will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code.


2. Lessee has the power and authority to lease and acquire the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease.

3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms.

4. The authorization, approval, execution and delivery of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. To the best of my knowledge, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment thereunder.

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Printed Name	<u>Eary J. Anderson</u>	Signature	<u></u>
Firm	<u>City of Long Beach</u>	Dated	<u>9/6/11</u>
Address	<u>333 W. Ocean, Long Beach, CA 90802</u>		
Telephone No.	<u>562-570-2200</u>		

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

1 Issuer's name City of Long Beach		2 Issuer's employer identification number (EIN) [REDACTED]	
3 Number and street (or P.O. box if mail is not delivered to street address) 333 W. Ocean Blvd., 6th Floor	Room/suite	4 Report number (For IRS Use Only) 3	
5 City, town, or post office, state, and ZIP code Long Beach, CA 90802		6 Date of issue 9-15-11	
7 Name of issue Schedule of Property No. 5 Lease-Purchase Agreement		8 CUSIP number	
9 Name and title of officer of the issuer or other person whom the IRS may call for more information David S. Nakamoto		10 Telephone number of officer or other person (562) 570-6845	

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

11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ► Customer Information System for Government	18
19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>	
If obligations are BANs, check only box 19b <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box <input 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 September 15, 2018	\$ 3,025,820.98	\$	7 years	2.064 %

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
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

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 (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

Part VI Miscellaneous

- | | | |
|-----|--|--|
| 35 | | |
| 36a | | |
| 37a | | |
- 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 (GIC) (see instructions)
 - b Enter the final maturity date of the GIC ▶ _____
 - 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

Signature and Consent

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. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ David Nakamoto 9/12/11 ▶ DAVID NAKAMOTO
 Signature of issuer's authorized representative Date Type or print name and title

Paid Preparer's Use Only

Preparer's signature ▶	Date	Check if self-employed <input type="checkbox"/>	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code ▶	EIN		Phone no. ()

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 117284750196
File Date : 15-Sep-2011

A. NAME & PHONE OF CONTACT AT FILER [optional]
Phone: 415-765-1897 Fax: 415-343-0531

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

**Banc of America Leasing & Capital, 29839083
 555 California Street
 4th Floor
 San Francisco CA, 94104
 CALI**

14278 - BANK OF AMERICA LEASING & CAPITAL-SAN FRANCISCO
 File with: Secretary of State, CA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
City of Long Beach

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
City Treasurer's Office, 333 West Ocean Blvd. 6th floor Long Beach CA 90802 USA

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
POLITICAL SUBDIVISION CA NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
Banc of America Public Capital Corp

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
555 California Street - 4th Floor, CA5-705-04-01 San Francisco CA 94104 USA

4. This FINANCING STATEMENT covers the following collateral:

Equipment generally described as personal property leased under that certain Master Equipment Lease/Purchase Agreement, dated as of October 24, 2008, as amended from time to time, and Schedule of Property No. 5 dated as of September 15, 2011, including but not limited to Oracle's Customer Information System financing and all modifications, additions, attachments, accessories, spare parts, rights to claim and warranties, proceeds and insurance proceeds therefrom.

PROCEEDS OF COLLATERAL ARE ALSO COVERED.

ALL MONIES AND INVESTMENTS HELD FROM TIME TO TIME IN THE ACQUISITION FUND (AS THAT TERM IS DEFINED IN THE LESAE), AND ALL PROCEEDS THEREFROM.

5. ALTERNATIVE DESIGNATION (if applicable): LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

8. OPTIONAL FILER REFERENCE DATA

29839083

00344:0000058:000653501

G-EH-21534-00600-005-727647