VILLAGE OF KEY BISCAYNE

Office of the Village Manager

MEMORANDUM

Village Council
Franklin H. Caplan, *Mayor*
Michael E. Kelly, *Vice Mayor*
Michael W. Davey
Enrique Garcia
Robert Gusman
Mayra P. Lindsay
James S. Taintor

Village Manager
Genaro "Chip" Iglesias

DATE: October 11th, 2011

TO: Honorable Mayor and Members of the Village Council

FROM: John C. Gilbert, Interim Village Manager

RE: Approval of a Resolution to Purchase Two (2) Fire Rescue Transport Vehicles

RECOMMENDATION

It is recommended that the Village Council approve the Fire Department's request to purchase two (2) Rescue Transport Vehicles and accompanying emergency equipment and approve the attached Resolution to finance such a purchase through a Municipal Lease Purchase Agreement with Sovereign/Santander Bank in an amount not to exceed $400,000 with a Bank Qualified Tax Exempt interest rate of 1.40% for a 5 year term and an annual payment of $83,391.14.

BACKGROUND

In an effort to replace the two (2) Rescue Transport Vehicles purchased by the Village in 2005, the Fire Chief is requesting to purchase two (2) new Rescue Transport Vehicles and accompanying emergency equipment. Emergency, Tactical, Rescue Vehicles (ETR) provided the Village with a Sales Agreement for new 2012 International 4300 4-door crew cab with AEV Type I Ambulance modules at a price per unit of $241,146.78 for a total of $482,293.56.

The chassis of these vehicles utilize recent specifications being used by the City of Miami Fire Department and a similar apparatus was recently purchased by Coral Gables Fire Rescue. Because these vehicles will be maintained by the City of Miami Fire Garage thru the Automatic Aid and Ancillary Services Agreement, the mechanical similarities will provide efficiencies during any repairs.

The Manager and Finance Director requested that Estrada Hinojosa & Company, as the Village's Financial Advisor, send out a Request for Proposal. After careful review of the four proposals, it is respectfully recommended that the Village Council grant authority to the Manager to enter into a 5 year Municipal Lease Purchase Agreement with Sovereign Bank at a fixed interest rate of 1.40%.

Additional information regarding this request is as follows:

- These new vehicles will be purchased through the Florida Sherriff's Association - Florida Association of Counties Bid Award Announcement #10-09-0907.
- The attached Emergency, Tactical, Rescue Vehicles (ETR) statement outlines the purchase price of the two (2) Rescue Transport Vehicles totaling $482,294.
- Funding for purchase will come from a trade-in value of $38,000 for one (1) Rescue Transport Vehicle.
- Sovereign Bank will finance $400,000.
- The remaining portion ($44,294) from the FY11 Capital Improvement Program (CIP) Fund Fire Rescue Apparatus - KR1 Replacement.

The following three (3) Exhibits are attached:

- Exhibit "A"- Lease Purchase Proposal
- Exhibit "A-1"- Opinion of Counsel
- Exhibit "B"- Form of Master Lease Purchase Agreement

RESOLUTION NO. _____

A CAPITAL PROJECT AUTHORIZING RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AUTHORIZING THE PURCHASE OF TWO (2) RESCUE VEHICLES AND ACCOMPANYING EMERGENCY EQUIPMENT FOR THE VILLAGE FIRE DEPARTMENT IN AN AMOUNT NOT EXCEEDING $400,000; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO A LEASE PURCHASE AGREEMENT RELATED TO THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village received a proposal, dated September 13, 2011, from Sovereign Bank ("Sovereign") for the purchase of 2 rescue vehicles and accompanying emergency equipment (collectively, the "Equipment"), a copy of which is attached as Exhibit "A" (the "Proposal"); and

WHEREAS, the Village Council desires to lease purchase the Equipment for an amount not exceeding $400,000 in substantial accordance with the terms of the Proposal and in substantially the form of the Master Lease Purchase Agreement attached as Exhibit "B" (the "Lease Purchase Agreement"); and

WHEREAS, the Village has taken the necessary steps, including those relating to any applicable legal bidding requirements, to arrange for the acquisition of the Equipment; and

WHEREAS, the Village does not reasonably anticipate that it will issue, and it has not budgeted the issuance of, tax-exempt obligations to be issued by it in the calendar year ending December 31, 2011, which will exceed $10,000,000, including the obligations authorized herein; and

WHEREAS, the Village Council authorizes the Village Manager to enter into a lease purchase agreement in substantial accordance with the terms of the Proposal and in substantially

the form of the Lease Purchase Agreement, subject to the approval of the Village Attorney as to form and legal sufficiency; and

WHEREAS, the Village Council finds that this Resolution is in the best interest and welfare of the residents of the Village.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF KEY BISCAYNE, FLORIDA, AS FOLLOWS:

Section 1. **Recitals Adopted.** Each of the recitals stated above is hereby adopted and confirmed.

Section 2. **Capital Project Authorizing Resolution.** Pursuant to Village Charter Section 3.07(b), this Resolution shall constitute a Capital Project Authorizing Resolution. The Capital Project is the purchase of the Equipment for the Fire Department in substantial accordance with the Proposal attached as Exhibit "A" and in substantially the form of the Lease Purchase Agreement attached as Exhibit "B".

Section 3. **Village Manager Authorized.** The Village Manager is hereby authorized to enter into a lease purchase agreement with Sovereign for the lease purchase of the Equipment in substantial accordance with the terms of the Proposal attached as Exhibit "A" and in substantially the form of the Lease Purchase Agreement attached as Exhibit "B", subject to the approval of the Village Attorney as to form and legal sufficiency. The Lease Purchase Agreement is hereby designated as a "qualified tax-exempt obligation", as defined in and for the purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 4. **Effective Date.** This Resolution shall be effective immediately upon adoption hereof.

PASSED AND ADOPTED this 11th day of October, 2011.

_____
FRANK CAPLAN, MAYOR

ATTEST:

_____
CONCHITA H. ALVAREZ, CMC
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

_____
VILLAGE ATTORNEY

EXHIBIT "A"

LEASE PURCHASE PROPOSAL

Schedule No. 000

DESCRIPTION OF EQUIPMENT OF LEASE AGREEMENT 004-0001263

RE: Master Lease Purchase Agreement dated as of_____ , between Sovereign Bank (Lessor) and Village of Key Biscayne (Lessee)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantity	Serial Number	Type, Make, Model
1		International 4300
Quantity	Serial Number	Type, Make, Model
1		International 4300

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

BILLING ADDRESS: 88 West McIntyre St Key Biscayne, FL 33149

GARAGING ADDRESS: 88 West McIntyre St Key Biscayne, FL 33149

Lessee Village of Key Biscayne

By: _____

Typed: _____

Title: _____

Lessor Sovereign Bank

By: _____

Typed: _____

Title: _____

ETR
Emergency, Tactical, Rescue Vehicles
www.ETRVEHICLES.com

September 29, 2011

Interim Fire Chief Eric Lang J
Village of Key Biscayne, Fire Rescue Department
560 Crandon Boulevard
Key Biscayne, Fl 33149

We are pleased to provide you with the revised chassis specifications, shop order, drawings, and pricing with the changes you requested in our May 20, 2011 meeting. The purchase is for (2) new 2012 International 4300 4-door crew cabs with AEV Type I ambulance modules. Price includes transportation, lodging, and meals for two (2) people to go to AEV factory for pre-build, midline, and final inspection meetings. Graphic to be installed as per your present vehicle layout including roof top vinyl lettering, Star of Life, and chevrons (full rear module, lower section of all compartment/entry doors). Customer provided radios to be installed at factory. Pricing is based on purchasing units from Florida Sheriffs Contract.

PRICING:

- 2012 International 4300 Hyd. Brakes, 22.5 Tires, AEV Type I - $235,655.00 each.
- Ferno 93H Cot, IV pole, O2 Bottle holder, soft net drop frame Storage on lower rails. - $4,861.78 each
- International chassis extended component warranty #0040CUR - $630.00 each (See attached base and extended warranty programs)
- Secondary module a/c compressor falls under International chassis warranty not Ambulance manufactures warranty.
- International chassis deduction for 5 speed transmission - $00.00
- Cab installed RED DOT a/c unit has 17,180 BTU rating.

- **Total Price for two (2) units - $482,294.00**
- Above price is good to October 21, 2011

WARRANTY:

- International 4300 SBA LP 4x2 chassis – OEM base and extended (attached)
- AEV ambulance conversion warranty – 7 years or 70,000 miles (attached)

920 Britt Court, Suite #252 Altamonte Springs, Fl 32701 * 407.339.6737 *Fax -339.8198
www.ETRLLC.com

TRADE-IN ALLOWANCE:

ETR is offering to BROKER one or both of the trade rescues. What this means is that ETR will begin immediately trying to sell the units for a higher price than we have offered as a trade amount. If the trucks are sold, ETR will be permitted to retain a 10% of the sale price as a broker fee. Example: if the unit sells for $50,000.00 then you would get $45,000.00. However, we guarantee to give you at least the trade-in price of $38,000.00 each. Upon receipt of the order ETR will immediately inspected the two units and make recommendations for correcting the present issues (electrical, suspension/ride) and began marketing, advertising, and quoting the units through the national AEV dealer distribution network.
Above trade-in allowance value is based on both vehicles being in the same conditions (engine, drive train, tires, cab, and module) as per our inspection on March 21, 2011

We look forward to working with you in the very near future.

Sincerely,

Brain Carberry

Brain Carberry
Regional Sales Manger
ETR, L.L.C.

Exhibit "A-1"

OPINION OF COUNSEL

WEISS SEROTA HELFMAN
PASTORIZA COLE & BONISKE, P.L.

MITCHELL BIERMAN, P.A.
NINA L. BONISKE, P.A.
MITCHELL J. BURNSTEIN, P.A.
JAMIE ALAN COLE, P.A.
STEPHEN J. HELFMAN, P.A.
GILBERTO PASTORIZA, P.A.
MICHAEL S. POPOK, P.A.
JOSEPH H. SEROTA, P.A.
SUSAN L. TREVARTHEN, P.A.
RICHARD JAY WEISS, P.A.
DAVID M. WOLPIN, P.A.

DANIEL L. ABBOTT
GARY L. BROWN
JONATHAN M. COHEN
IGNACIO G. DEL VALLE
JEFFREY D. DECARLO
ALAN L. GABRIEL
DOUGLAS R. GONZALES
EDWARD G. GUEDES
JOSHUA D. KRUT
MATTHEW H. MANDEL
ALEXANDER L. PALENZUELA MAURI
ANTHONY L. RECIO
BRETT J. SCHNEIDER
CLIFFORD A. SCHULMAN
LAURA K. WENDELL

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INCLUDING PROFESSIONAL ASSOCIATIONS

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PETER D. WALDMAN*
JAMES E. WHITE
SAMUEL I. ZESKIND

October 17, 2011

Sovereign Bank
3 Huntington Quadrangle, Suite 101N
Melville, NY 11747

Re: Lease Purchase Agreement dated October 17, 2011 between Sovereign Bank, as Lessor, and the Village of Key Biscayne, Florida, as Lessee

Ladies and Gentlemen:

As Village Attorney to the Village of Key Biscayne, Florida, we have examined the following:

(a) an executed counterpart of a certain Master Lease Purchase Agreement (the "Agreement") dated October 17, 2011, and the Addenda, Exhibits and Schedules to it, by and between Sovereign Bank (the "Lessor") and the Village of Key Biscayne, Florida (the "Lessee") which, among other things, provides for the lease of new rescue vehicles and accompanying emergency equipment as described in Exhibit "__" to the Agreement (the "Equipment");

(b) an executed counterpart of Resolution No. 2011-__ (the "Resolution") adopted by the Village Council of the Lessee on October 11, 2011, which, among other things, authorized Lessee to execute the Agreement; and

(c) such other opinions, documents and matters of law as we have deemed necessary in connection with the following opinions. All capitalized terms not defined in this opinion shall have the meanings ascribed to them in the Agreement.

Based on the foregoing, we are of the following opinions:

1. Lessee is a duly organized and validly existing municipality under the Constitution and laws of the State of Florida (the "State"), and a duly organized political subdivision of the State within the meaning of Section 103 the Internal Revenue Code of 1986, as amended (the "Code"), with full power and authority to purchase the Equipment and to enter into the Agreement and all documents related to the purchase of the Equipment and any other documents required to be delivered in connection with the Agreement or the Equipment (hereinafter the "Documents").

2. The Documents, including without limitation, the Agreement, have been duly authorized and executed and are legal, valid and binding obligations of Lessee, enforceable in accordance with their respective terms, except as enforcement may be affected by any applicable bankruptcy, insolvency, debt adjustment, moratorium, reorganization or other similar laws of legal or equitable principles relating to the enforcement of creditors' rights.

3. The authorization, approval and execution of the Documents 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 and federal laws.

4. There are no suits, proceedings pending or, to the best of our knowledge and without having undertaken any investigation of the affairs of the Village outside the scope of our normal review of matters as Village Attorney, threatened in court or before any regulatory commission, board or other administrative governmental agency against or affecting Lessee, which would adversely affect the transactions contemplated by the Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment..

The opinions expressed herein are limited to questions arising under the laws of the State of Florida and the federal laws of the United States of America. This opinion is being furnished for the sole benefit of the Lessor and can only be relied upon by the Lessor or any permitted assignee or sub-assignee of the Lessor under the Agreement. No other use or distribution of this opinion, other than disclosure to government regulatory agencies to the extent required by law, may be made without our prior written consent.

Our opinions expressed herein are predicated upon present law, facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof.

Respectfully submitted,

Weiss Serota Helfman Pastoriza Cole & Boniske, P.L.

EXHIBIT "B"

FORM OF MASTER LEASE PURCHASE AGREEMENT

MASTER LEASE PURCHASE AGREEMENT 004-0001263-000

Lessee
Village of Key Biscayne
88 West McIntyre St
Key Biscayne, FL 33149

Lessor
Sovereign Bank
3 Huntington Quadrangle, Suite 101N
Melville, NY 11747

Dated as of _____

This Master Lease Purchase Agreement dated as of the date listed above is between Lessor and Lessee listed directly above. Lessor desires from time to time to lease the Equipment described in Equipment Schedules (each a "Schedule") to be attached hereto to Lessee and Lessee desires to lease such Equipment from Lessor subject to the terms and conditions of this Agreement, which are set forth below, and the applicable Schedule.

I. Definitions:

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:
"Agreement" means this Master Lease Purchase Agreement.
"Budget Year" means the Lessee's fiscal year.
"Commencement Date" is the date when Lessee's obligation to pay rent begins.
"Equipment" means the items of Equipment listed on Exhibit "A" to each Schedule and all replacements, restorations, modifications and improvements.
"Lease" means this Agreement and an individual Schedule hereto, which shall collectively constitute the terms and conditions applicable to the lease of the Equipment subject thereto.
"Lessee" means the entity listed above as Lessee and which is leasing the Equipment from Lessor under the provisions of this Agreement and a Schedule.
"Lessor" means the entity originally listed above as Lessor or any of its assignees.
"Lease Term" means the Original Term and all Renewal Terms applicable to a Lease.
"Original Term" means the period from the Commencement Date until the end of the Budget Year of Lessee.
"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Lessee's Budget Year.
"Rental Payments" means the payments Lessee is required to make under this Agreement as set forth on Exhibit "B" to each Schedule made subject thereto.
"Schedule" means a schedule substantially in the form attached hereto and all exhibits thereto pursuant to which Lessor and Lessee agree to the lease of the Equipment described therein and which together with the terms of the Agreement applicable thereto constitutes an individual Lease.
"State" means the state in which Lessee is located.

II. Lessee Warranties

Section 2.01. With respect to each Lease, Lessee represents, warrants and covenants as follows for the benefit of Lessor or its assignees:

(a) Lessee is the State or a political subdivision of the State within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") or a constituted authority authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of the treasury regulations promulgated under the Code.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Agreement and each Schedule, and has used such authority to properly execute and deliver this Agreement and each Schedule. Lessee has followed all proper procedures of its governing body in executing this Agreement and each Schedule. The Officer of Lessee executing this Agreement and each Schedule has the authority to execute and deliver this Agreement and such Schedule. This Agreement and each Schedule constitute a legal, valid, binding and enforceable obligation of the Lessee in accordance with their terms.

(c) Lessee has complied with all statutory laws and regulations that may be applicable to the execution of this Agreement and each Schedule.

(d) Lessee shall use the Equipment only for essential, traditional government purposes.

(e) Should the Lessee cease to be an issuer of tax exempt obligations or if the obligation of Lessee created under any Lease ceases to be a tax exempt obligation for any reason, then Lessee shall be required to pay additional sums to the Lessor or its assignees so as to bring the after tax yield on any Lease to the same level as the Lessor or its assignees would attain if the transaction continued to be tax-exempt.

(f) Lessee has never non-appropriated funds under an agreement similar to this Agreement.

(g) Lessee will submit to the Secretary of the Treasury an information reporting statement as required by the Code with respect to each Lease.

(h) Upon request by Lessor, Lessee will provide Lessor with current financial statements, reports, budgets or other relevant fiscal information.

(i) Lessee shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.

(j) Lessee presently intends to continue each Lease for the Original Term and all Renewal Terms as set forth on Exhibit "B" to the Schedule relating thereto. The official of Lessee responsible for budget preparation will include in the budget request for each Budget Year the Rental Payments to become due in such Budget year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.

Section 2.02. Escrow Agreement. In the event both Lessor and Lessee mutually agree to utilize an escrow account, then immediately following the execution and delivery of any Schedule, Lessor and Lessee agree to execute and deliver and to cause an escrow agent to execute and deliver an escrow agreement. Such Lease shall take effect only upon execution and delivery of the escrow agreement by the parties thereto. Lessor shall deposit or cause to be deposited with the escrow agent for credit to an equipment acquisition fund the sum specified in such Schedule which shall be held, invested and disbursed in accordance with the escrow agreement.

III. Acquisition of Equipment, Rental Payments and the Purchase Option Price

Section 3.01. Acquisition: Lessee shall advise Lessor of its desire to lease Equipment and of the desired lease terms. Upon agreement by Lessor and Lessee as to the lease of such Equipment and such terms, Lessee shall be solely responsible for the ordering of the Equipment and the delivery and installation thereof. Lessor shall furnish to Lessee a Schedule relating to such Equipment, which shall become effective upon the execution and delivery of such Schedule, all documents contemplated hereby and thereby with respect to such Schedule, and the earlier of Lessee's written acceptance of such Equipment or the deposit into escrow of moneys to pay for such Equipment as provided in Section 2.02. Nothing herein shall obligate Lessor to lease any Equipment to Lessee until Lessor shall have concurred in writing to the lease of such Equipment.

Section 3.02. Rental Payments. Lessee shall pay Rental Payments exclusively to Lessor or its assignees in lawful, legally available money of the United States of America. The Rental Payments shall be sent to the location specified by the Lessor or its assignees. The Rental Payments shall constitute a current expense of the Lessee and shall not constitute an indebtedness of the Lessee. Lessor shall have the option to charge interest at the highest lawful rate on any Rental Payment received later than the due date. The Rental Payments will be payable without notice or demand.

Section 3.03. Rental Payments Unconditional. Except as provided under Section 4.01. THE OBLIGATIONS OF LESSEE TO MAKE RENTAL PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE.

Section 3.04. Purchase Option Price. With respect to each Schedule, upon 30 days written notice, Lessee shall have the option to pay, in addition to any

Rental Payment due thereunder, the corresponding Purchase Option Price which is listed on the same line on Exhibit B to such Schedule. If Lessee chooses this option and pays the Purchase Option Price to Lessor then Lessor will transfer any and all of its rights, title and interest in the Equipment subject to such Lease to Lessee.

Section 3.05. Lease Term. The Lease Term of each Lease shall be the Original Term and all Renewal Terms thereunder until all the Rental Payments due thereunder are paid as set forth in the applicable Schedule except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Lessee has not terminated a Lease pursuant to Section 4.01 hereof then the Lease Term for such Lease shall be extended into the next Renewal Term and the Lessee shall be obligated to make the Rental Payments that come due during such Renewal Term.

Section 3.06. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, AND FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY LESSEE.

IV. Non-Appropriation

Section 4.01. Non-Appropriation. If insufficient funds are available in Lessee's budget for the next Budget Year to make the Rental Payments for the next Renewal Term under any Lease, then Lessee shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term with respect to such Lease. Lack of a sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Lessee specifically prohibiting Lessee from performing its obligations under such Lease for a designated Budget Year and all subsequent Budget Years. If Lessee chooses this option, then all obligations of the Lessee under such Lease regarding Rental Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Lessee of any kind provided that if Lessee has not delivered possession of the Equipment subject to such Lease to Lessor as provided herein and conveyed to Lessor or released its interest in such Equipment by the end of the last Budget Year for which Rental Payments were paid, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit "B" to the Schedule for such Lease which are attributable to the number of days after such Budget Year during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required. Lessee shall immediately notify the Lessor as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Lessee shall deliver the Equipment to Lessor or to a location designated by Lessor at Lessee's expense. Lessee shall be liable for all damage to the Equipment other than normal wear and tear. If Lessee fails to deliver such Equipment to Lessor, then Lessor may enter the premises where such Equipment is located and take possession of the Equipment and charge Lessee for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds, Indemnification

Section 5.01. Insurance. Lessee shall maintain both casualty insurance and liability insurance at its own expense with respect to the Equipment. Lessee shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the term of any Lease. Lessee shall provide Lessor with a Certificate of Insurance, which lists the Lessor and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

(a) Lessee shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies.

(b) The liability insurance shall insure Lessor from liability and property damage in any form and amount satisfactory to Lessor.

(c) Provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in (a) and (b) above. Lessee shall furnish Lessor evidence of such self-insurance coverage throughout each Lease Term. Lessee shall not materially modify or cancel such self-insurance coverage without first giving written notice thereof to Lessor at lease 10 days in advance of such cancellation or modification.

(d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Lessor and its assignees are named additional insured and loss payees and that all losses are payable to Lessee and Lessor or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty 30 days advance notice to Lessor or its assignees. Lessee shall furnish to Lessor certificates evidencing such coverage throughout each Lease Term.

Section 5.02. Damage to or Destruction of Equipment. Lessee assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Lessee will immediately report all such losses to all possible insurers and take the proper procedures to attain all insurance proceeds. At the option of Lessor, Lessee shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03. Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Lessee shall, at the option of Lessor, either complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Lessor.

Section 5.04. Lessee Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any state or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Lessee which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses including reasonable attorneys' fees of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding, based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

VI. Title and Security Interest

Section 6.01. Title. Title to the Equipment shall vest in Lessee when Lessee acquires and accepts the Equipment. Title to the Equipment subject to a Lease will automatically transfer to the Lessor in the event Lessee non-appropriates under Section 4.01 with respect to such Lease or in the event Lessee defaults under Section 9.01 with respect to such Lease. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment subject to such Lease to Lessor.

Section 6.02. Security Interest. To secure the payment of all Lessee's obligations under each Lease, Lessee hereby grants to Lessor a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit "A" to each Schedule. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Lessee agrees that Lessor or its assignee may execute such additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Lessee which Lessor deems necessary or appropriate to protect Lessor's interest in the Equipment and in this Agreement and each Lease. Lessee authorizes Lessor to record such documentation as necessary for Lessor to perfect its security interest.

Section 6.03. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

VII. Assignment

Section 7.01. Assignment by Lessor. All of Lessor's rights, title and/or interest in and to each Lease may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees (including a registered owner for lease participation certificates) by Lessor at any time without the consent of Lessee. No such assignment shall be effective as against Lessee until the assignor shall have filed with Lessee written notice of assignment identifying the assignee. Lessee shall pay all Rental Payments due under each Lease to or at the direction of Lessor or the assignee named in the notice of assignment. Lessee shall keep a complete and accurate record of all such assignments.

Section 7.02. Assignment by Lessee. None of Lessee's right, title and interest under this Agreement, each Lease and in the Equipment may be assigned by Lessee unless Lessor approves of such assignment in writing before such assignment occurs and only after Lessee first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01. Lessee shall keep the Equipment in good repair and working order. Lessor shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Lessee will be liable for all damage to the Equipment, other than normal wear and tear, caused by Lessee, its employees or its agents. Lessee shall pay for and obtain all permits, licenses and taxes necessary for the installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicles, then Lessee is responsible for obtaining such titles from the State and also for ensuring that Lessor is listed as first lien holder on all of the titles. Lessee shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Lessee shall not during the term of this Agreement create, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment except those created by this Agreement. The Equipment is and shall at all times be and remain personal property. Lessee shall allow Lessor to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01. Events of Default defined. The following events shall constitute an "Event of Default" with respect to a Lease.

(a) Failure by Lessee to pay any Rental Payment listed on Exhibit "B" to the Schedule for fifteen 15 days after such payment is due according to the Payment Date listed on Exhibit "B".

(b) Failure to pay any other payment required to be paid under this Agreement and the Schedule at the time specified herein and therein and a continuation of said failure for a period of fifteen 15 days after written notice by Lessor that such payment must be made. If Lessee continues to fail to pay any payment after such period, then Lessor may, but will not be obligated to, make such payments and charge Lessee for all costs incurred plus interest at the highest lawful rate.

(c) Failure by Lessee to observe and perform any warranty, covenant, condition, promise or duty under this Agreement or the Schedule for a period of thirty 30 days after written notice specifying such failure is given to Lessee by Lessor, unless Lessor agrees in writing to an extension of time. Lessor will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Lessee. Subsection (c) does not apply to Rental Payments and other payments discussed above.

(d) Any statement, material omission, representation or warranty made by Lessee in or pursuant to this Agreement or the Schedule which proves to be false, incorrect or misleading on the date when made regardless of Lessee's intent and which materially adversely affects the rights or security of Lessor under this Agreement or the applicable Schedule.

(e) Any provision of this Agreement or the Schedule which ceases to be valid for whatever reason and the loss of such provision, would materially adversely affect the rights or security of Lessor.

(f) Lessee admits in writing its inability to pay its obligations. Lessee defaults on one or more of its other obligations. Lessee applies or consents to the appointment of a receiver or a custodian to manage its affairs. Lessee makes a general assignment for the benefit of creditors.

Section 9.02. Remedies on Default. Whenever any Event of Default exists with respect to any Lease, Lessor shall have the right to take one or any combination of the following remedial steps:

(a) With or without terminating the Lease, Lessor may declare all Rental Payments and other amounts payable by Lessee thereunder to the end of the then current Budget Year to be immediately due and payable.

(b) With or without terminating the Lease, Lessor may require Lessee at Lessee's expense to redeliver any or all of the Equipment subject thereto to Lessor to a location specified by Lessor. Such delivery shall take place with in 15 days after the event of default occurs. If Lessee fails to deliver such Equipment, Lessor may enter the premises where such Equipment is located and take possession of such Equipment and charge Lessee for cost incurred. Notwithstanding that Lessor has taken possession of such Equipment, Lessee shall still be obligated to pay the remaining Rental Payments under the Lease due up until the end of the then current Original Term or Renewal Term. Lessee will be liable for any damage to such Equipment caused by Lessee or its employees or agents.

(c) Lessor may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights.

Section 9.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

X. Miscellaneous

Section 10.01. Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 10.02. Binding Effect. This Agreement and each Schedule shall inure to the benefit of and shall be binding upon Lessee and Lessor and their respective successors and assigns.

Section 10.03. Sever ability. In the event any provision of this Agreement or any Lease 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 10.04. Amendments, Addenda, Changes or Modifications. This Agreement and each Lease may be amended, added to, changed or modified by written agreement duly executed by Lessor and Lessee.

Section 10.05. Execution in Counterparts. This Agreement and each Lease 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 instrument.

Section 10.06. Captions. The captions or headings in this Agreement do not define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 10.07. Entire Writing. This Agreement and all Schedules executed hereunder constitute the entire writing between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement or any Lease shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Agreement or any Lease or the Equipment leased thereunder. Any terms and conditions of any purchase order or other documents submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement or any Lease will not be binding on Lessor and will not apply to this Agreement or any Lease.

Section 10.08 Choice of Law, Venue, and Jury Waiver. Jurisdiction and Venue. Lessee irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in New York, over any suit, action or proceeding arising out of or relating to this Agreement. Lessee irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Lessee hereby consents to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered and certified mail, postage prepaid, return receipt requested, to the Lessee's address shown in this Agreement or as notified to the Lessor and (ii) by serving the same upon the Lessee in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon Lessee.

Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives listed below.

Lessee Village of Key Biscayne

By: _____

Typed: _____

Title: _____

Lessor Sovereign Bank

By: _____

Typed: _____

Title: _____

Schedule No. 000
EXHIBIT A

DESCRIPTION OF EQUIPMENT OF LEASE AGREEMENT 004-0001263

RE: Master Lease Purchase Agreement dated as of_____ , between Sovereign Bank (Lessor) and Village of Key Biscayne (Lessee)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Quantity	Serial Number	Type, Make, Model
1		International 4300
Quantity	Serial Number	Type, Make, Model
1		International 4300

EQUIPMENT LOCATION Complete only if equipment will not be located at Lessee's address

BILLING ADDRESS: 88 West McIntyre St Key Biscayne, FL 33149

GARAGING ADDRESS: 88 West McIntyre St Key Biscayne, FL 33149

Lessee Village of Key Biscayne

By: _____

Typed: _____

Title: _____

Lessor Sovereign Bank

By: _____

Typed: _____

Title: _____

Schedule No. 000 of Lease Agreement 004-00011263
EXHIBIT B

SCHEDULE OF PAYMENTS

Village of Key Biscayne – Amortization Schedule

Closing Date: 10/17/11

Annual payments in arrears – first payment due 10/17/12

Totals:		$416,955.70	$16,955.70	$400,000.00	Rate 1.4000%	
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price	Outstanding Balance
	10/17/2011					$400,000.00
1	10/17/2012	$83,391.14	$5,600.00	$77,791.14	$322,208.86	$322,208.86
2	10/17/2013	$83,391.14	$4,510.92	$78,880.22	$243,328.64	$243,328.64
3	10/17/2014	$83,391.14	$3,406.60	$79,984.54	$163,344.11	$163,344.11
4	10/17/2015	$83,391.14	$2,286.82	$81,104.32	$82,239.78	$82,239.78
5	10/17/2016	$83,391.14	$1,151.36	$82,239.78	$0.00	$0.00

Lessee: Village of Key Biscayne

BY:_____

TITLE:_____

DATE:_____

Internal Escrow Letter
(On lessee letterhead)

September 29, 2011

Sovereign Bank
3 Huntington Quadrangle, Suite 101N
Melville, NY 11747

Re: Schedule No. 000 dated _____ __, 2011 to Master Lease Purchase Agreement 004-0001263 dated _____ __, 2011 (the "Lease") by and between Village of Key Biscayne ("Lessee") and Sovereign Bank ("Lessor").

Ladies and Gentlemen:

We have entered into the above referenced Lease for the purpose of financing SEE EXHIBIT A (the "Equipment") in the amount of $400,000.00 (the "Financed Amount"). Lessee hereby requests that Lessor retain $400,000.00 (the "Retained Amount"). Lessee further requests that Lessor hold the Retained Amount in an internal escrow pending Lessor's receipt of confirmation from Lessee that the Equipment has been delivered, inspected and accepted for all purposes by the Lessee and that payment can be remitted to the vendor of such Equipment. There will be no separate escrow fee charged to Lessee for internally escrowing the Retained Amount.

Lessee understands and agrees that interest shall accrue on the entire Financed Amount as of the date hereof, and further understands and agrees that any interest earned on the Retained Amount shall be paid to Lessor in consideration of managing the internal escrow account.

Lessee acknowledges that Lessor may commingle the Retained Amount held by Lessor for the benefit of Lessee with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.

Sincerely,

Signature: _____

Name/Title: _____

Date: _____

PLEASE COMPLETE FOR FINAL ACCEPTANCE CERTIFICATE, AS RELEVANT FOR RELEASE OF ESCROW FUNDS

Re: Master Lease Purchase Agreement dated as of _____, between Sovereign Bank (Lessor) and Village of Key Biscayne (Lessee) and Schedule No. 000 thereto.

FINAL ACCEPTANCE CERTIFICATE

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Final Acceptance Certificate with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 000 (the "Lease"). I hereby certify that:

1. All Equipment described on Exhibit A has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to the vendor the remaining net proceeds of the Lease by wire transfer or by check.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Rental Payments with respect to such Equipment are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Lessee: **Village of Key Biscayne**

BY: _____

TITLE: _____

Schedule No. 000 of Lease Agreement 004-0001263
EXHIBIT F

BANK QUALIFIED CERTIFICATE

RE: Master Lease Purchase Agreement dated as of_____, between Sovereign Bank (Lessor) and Village of Key Biscayne (Lessee) and Schedule No. 000.

Whereas, Lessee hereby represents that it is a "Bank Qualified" Issuer for the calendar year in which this Agreement and Schedule are executed by making the following designations with respect to Section 265 of the Internal Revenue Code. (A "Bank Qualified Issuer" is an issuer that issues less than ten million ($10,000,000) dollars of tax-exempt obligations during the calendar year).

Now, therefore, Lessee hereby designates this Agreement and Schedule as follows:

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement and this Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than $10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".

2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Agreement and Supplement are executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than $10,000,000.

By: _____
(Signature of individual authorized to execute this Exhibit)

Typed Name:_____
(Typed name of individual who signed directly above)

Schedule No. 000 of Lease Agreement 004-0001263
EXHIBIT G

AGREEMENT TO PROVIDE INSURANCE

Lessee:

Name: Village of Key Biscayne:

Address: 88 West McIntyre St
Key Biscayne, FL 33149

Phone: 305-365-8903

Lessor:

Name: Sovereign Bank

Address: 3 Huntington Quadrangle, Suite 101N
Melville, NY 11747

Phone: 631-531-0600

Description of Equipment:

2012	Ambulance	International 4300
2012	Ambulance	International 4300

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested my agent to note Lessor's interest in the equipment and name Lessor as additional insured.

NAME OF AGENT

Name: _____

Address: _____

_____

Phone: _____

INSURANCE COMPANY

Name: _____

Policy #: _____

Lessee's Signature: _____

Schedule No. 000 of Lease Agreement 004-0001263
EXHIBIT H

LESSEE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of_____, between Sovereign Bank (Lessor) and Village of Key Biscayne (Lessee) and Schedule No. 000 thereto.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 000 (the "Lease"). I hereby certify that:

1. 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 Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.
2. The governing body of Lessee has approved the authorization, execution and delivery of the Lease on its behalf by the authorized representative of Lessee who signed the Lease.
3. During the term of the Lease, the Equipment will be used for essential governmental functions. Such functions are:

_____

_____

4. The source of funds (fund Item in budget) for the Rental Payments that come due under Exhibit B of this Lease is as follows:

_____

_____

5. Lessee reasonably expects and anticipates that adequate funds will be available for all future Rental Payments that will come due under Exhibit B because:

_____

_____

Lessee
Village of Key Biscayne

BY: _____

TITLE: _____

Form **8038-G** (Rev. May 2010) 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.*

OMB No. 1545-0720

Part I Reporting Authority — If Amended Return, check here ▶ ☐

1 Issuer's name: Village of Key Biscayne

2 Issuer's employer identification number (EIN): 65 0291811

3 Number and street (or P.O. box if mail is not delivered to street address): 68 West McIntyre St

4 Report number (For IRS Use Only): 3

5 City, town, or post office, state, and ZIP code: Key Biscayne, FL 33149

6 Date of issue: 10/17/2011

7 Name of issue

8 CUSIP number

9 Name and title of officer of the issuer or other person whom the IRS may call for more information: Beatrice Galeano, Finance Director

10 Telephone number of officer or other person: ( )

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	400,000	00
15	Environment (including sewage bonds)	15		
16	Housing	16		
17	Utilities	17		
18	Other. Describe ▶	18		
19	If obligations are TANs or RANs, check only box 19a ▶ ☐			
	If obligations are BANs, check only box 19b ▶ ☐			
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐			

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	10/17/2016	$	$	2.97 years	1.4000 %

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)

For Privacy Act and Paperwork Reduction Act Notice, see separate instructions.

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 (GIC) (see instructions)	36a	
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	37a	

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.

▶ 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 ☐	Preparer's SSN or PTIN
Firm's name (or yours if self-employed), address, and ZIP code ▶		EIN	
		Phone no. ( )	

Addendum to Master Lease Agreement #004-0001263-000 dated _____between Village of Key Biscayne as Lessee and Sovereign Bank as Lessor

In accordance with the terms of your Lease agreement it has become necessary to modify your Master Lease as outlined below.

Section I. Definitions

"Renewal Term" , after "at the end of the Original Term" insert,

"or the previous Renewal Term, as applicable,"

Section III. Acquisition of Equipment, Rental Payments and the Purchase Option Price

Section 3.02. Rental Payments, third sentence after "indebtedness of the Lessee" insert,

"within the meaning of any constitutional or statutory provision of the State.THE RENTAL PAYMENTS ARE TO BE MADE ONLY FROM LESSEE'S LEGALLY AVAILABLE REVENUES APPROPRIATED ON AN ANNUAL BASIS, AND NEITHER LESSEE, THE STATE, NOR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF SHALL BE OBLIGATED TO PAY ANY SUMS DUE UNDER A LEASE FROM THE COMPELLED LEVY OF AD VALOREM OR OTHER TAXES EXCEPT FROM THOSE LEGALLY AVAILABLE REVENUES APPROPRIATED BY LESSEE ON AN ANNUAL BASIS, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF LESSEE, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF ARE PLEDGED FOR PAYMENT OF SUCH SUMS DUE UNDER A LEASE."

Section 3.02. Rental Payments, after the last sentence insert,

"A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the Lease Term."

Section IV. Non-Appropriation

Section 4.01. Non-Appropriation – at the beginning of the paragraph insert,

"If Lessee fails to budget, appropriate or otherwise make available funds to"

Section 4.01. Non-Appropriation – delete,

"If insufficient funds are available in Lessee's budget for the next Budget Year to"

and beginning in the same sentence delete,

"then Lessee shall have the option to non-appropriate the funds to pay the Rental Payments for the next Renewal Term with respect to such Lease. Lack of sufficient appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Lessee specifically prohibiting Lessee from performing its obligations under such Lease for the designated Budget Year and all subsequent Budget Years. If Lessee chooses this option,"

Section VI Title and Security Interest

Section 6.02. Security Interest – in the first sentence after "Lessor a security interest" delete,

"under the Uniform Commercial Code"

In the last sentence delete *"perfect"*

and replace with *"evidence"*

Insert after the last sentence,

"Subject to Section 4.01, and only to the extent of unpaid Rental Payments payable by Lessee pursuant to a Lease (and other amounts payable by Lessee under such Lease) through the end of the then current Original Term or Renewal Term, Lessor shall have a security interest in the Equipment; provided however, that with respect to the security interest, Lessor shall have only the remedies described in Section 9.02 and shall not have a general foreclosure right that entitles Lessor to a deficiency judgment or to retain Lessee's equity in the Equipment, if any.

Section IX. Default

Section 9.01. Events of Default defined, add to the end of subsection (a),

", other than as a result of nonappropriation under Section 4.01"

Subsection (f) insert at the end of the first sentence after "its other obligations"

"(excluding any obligation which is payable from or secured by specific revenues of Lessee)"

Section 9.02 Remedies on Default - subsection (c) at the beginning of the first sentence,

"Subject to the next sentence,"

Insert after the sentence ending in "enforce its rights."

"Lessor and Lessee acknowledge that: (i) this Agreement is not intended to create a mortgage of or a security interest in the Equipment as proscribed by Nohrr v. Brevard County Educational Facilities Authority, 247 So. 2d 304 (Fla. 1971), and (ii) Lessor may not exercise any foreclosure-type remedies if an Event of Default occurs, State v. Brevard County, 539 So. 2d 461 (Fla. 1989), notwithstanding any provisions to the contrary in this Agreement."

Insert new subsection (d) after (c),

"(d) Any net proceeds from the exercise of any remedy under this Agreement shall be applied in the following order of priority: FIRST, to pay all of Lessor's costs, charges and expenses incurred in taking, holding, repairing, selling, leasing or otherwise disposing of Equipment, then SECOND, to the extent not previously paid by Lessee, to pay Lessor all Rental Payments under the applicable Lease through the termination date, then THIRD, to pay the Purchase Option Price applicable as of the end of the then current Original Term or Renewal Term, as set forth in the Schedule for such Equipment, then FOURTH, to pay any reminder to Lessee; provided that if such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such application of moneys pro rata among the Leases or Equipment, as the case may be."

Section X. Miscellaneous

Section 10.08 Choice of Law, Venue and Jury Waiver, Jurisdiction and Venue,

In the first sentence delete "New York" and replace with *"Florida"*

Acknowledge and Accepted
Lessee: **Village of Key Biscayne**

.....

Acknowledge and Accepted
Lessor: **Sovereign Bank**

.....