

SUNTRUST EQUIPMENT FINANCE & LEASING CORP.

AMENDMENT NO. 01

MASTER LEASE AGREEMENT

LEASE NUMBER 443-50-07603, EQUIPMENT SCHEDULE NO. 01

This **AMENDMENT NO. 01** dated as of April 8, 2010 (the "Amendment") to Master Lease Agreement No. 07603, dated December 10, 2009 and Equipment Schedule No. 01, dated December 10, 2009 (collectively, the "Lease") is made by and between SUNTRUST EQUIPMENT FINANCE & LEASING CORP., as Lessor and CITY OF FRANKLIN, TN, as Lessee.

Recitals

1. Lessee and Lessor entered into a Master Lease Agreement dated December 10, 2009 (the "Agreement").
2. Pursuant to the Agreement, Equipment Schedule 01 dated December 10, 2009, Lessor has financed the acquisition of **911 Dispatch Equipment (Hardware & Software, Phone System), Disaster Recovery Equipment (hardware & Software, Phone System, and Police Vehicles)** (the "Original Equipment"). After making some of the contemplated acquisitions, money remains in the Escrow Account
3. In addition to the Equipment currently subject to the Agreement, the Lessee desires to use a portion of the remaining money in the Escrow Account that was originally intended for purchase of Police Vehicles, to add the following "New Equipment" to the Equipment Schedule.

Three Solid Waste Recycling Trucks:

- (1) One 2008 Sterling Diamond Back Rear Load, mileage 615, VIN# JLSCCE1S48K018043,
 - (1) One 2008 Sterling Diamond Back Rear Load, mileage 996, VIN# JLSCCE1S28K018042,
 - (1) One 2007 Sterling Diamond Back Rear Load, mileage 2,210, VIN# JLSCCG1S17K002960
-

5. Lessor has approved the addition of the "New Equipment" and agreed to amend the Lease, Equipment Schedule No. 01, and Escrow Agreement to permit the acquisition of the "New Equipment".

NOW THEREFORE, in consideration of the mutual covenants contained herein, Lessor and Lessee hereby agree as follows:

1. Lessee hereby agrees and acknowledges that Lessee is or will be, upon acquisition, the legal owner of all rights, title and interest in and to the "New Equipment" and hereby grants to Lessor a continuing first security interest in the "New Equipment".
2. Lessee represents and warrants that:
 - (a) The "New Equipment to be purchased" is and will be upon acquisition, and will forever during the applicable Lease term remain free from any liens or encumbrances of any kind whatsoever except the security interest granted to Lessor thereunder.
3. Lessee agrees to do all acts, including making application for title for the "New Equipment" showing SunTrust Equipment Finance & Leasing Corp., 300 E. Joppa Road, 7th Floor, Towson, Maryland 21286, as first position lienholder and execute all documents reasonably necessary to protect Lessor's security interest, and perfect the security interest of Lessor in the "New Equipment".
4. Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect.
4. **COVENANTS.** Upon execution of this Amendment, Lessor will and is permitted by Lessee to promptly execute Uniform Commercial Code Statements of Amendments and any other filings and recordings, together with such further documents, instruments and assurance and take such further action as Lessor may deem necessary in order to carry out the intent and purpose of this Amendment. Lessee will provide Lessor with a MSO, title application, and (when available) original Title evidencing Lessor's first position lien in the New Equipment.
5. **MISCELLANEOUS.** This Amendment shall hereafter amend and constitute a part of each of the Lease Documents referenced herein. Except as expressly provided herein, the terms and conditions of each such Lease Document remains

unmodified and in full force and effect. This Amendment shall be governed by and in accordance with the laws of the Lease Documents. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Lessee and Lessor have caused this Amendment to be executed by their duly authorized representative as of the date first above written.

**SUNTRUST EQUIPMENT FINANCE & LEASING CORP.,
Lessor**

**CITY OF FRANKLIN, TN,
Lessee**

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

By: _____
Name: Eric Stuckey
Title: City Administrator