

DOCUMENT SET

for

THE FINANCING OF A SOFTWARE ACQUISITION

By

The City of Franklin

with

EBA, Inc.

- MASTER LEASE PURCHASE AGREEMENT--Complete the signature block on the last page of the form.
- EXHIBIT A- EQUIPMENT SCHEDULE/PAYMENT SCHEDULE/DELIVERY & ACCEPTANCE-- Complete the signature block on this page.
- EXHIBIT B- ESSENTIAL USE/SOURCE OF FUNDS LETTER--Complete the three highlighted sections. A suggested useful life for this software product would be 5-7 years.
- EXHIBIT C- CERTIFICATE OF INCUMBENCY--The secretary of the city should complete this form certifying the signing authority of the person executing all lease forms.
- EXHIBIT D-OPINION OF COUNSEL--As indicated, your counsel should prepare an opinion in much the same format regarding this lease transaction. If he has any questions, please call EBA.
- EXHIBIT E—AUTHORIZING RESOLUTION/EXTRACT OF MINUTES. Execute as required.
- EXHIBIT F- Form 8038g. Provide Federal ID Number and execute as required.
- Notice of Assignment. This letter advises of EBA's assignment of the MLPA to our investor, PNC Equipment Finance. Execute as required.

Note: The same individual should execute all forms.

MASTER LEASE PURCHASE AGREEMENT

This MASTER LEASE PURCHASE AGREEMENT (the "LEASE") is by and between EBA, Inc. a Georgia corporation ("LESSOR") and the City of Franklin TN a branch, agency, or political subdivision of the State of Tennessee ("LESSEE").

WITNESSETH:

Lessor hereby demises, leases and lets to Lessee and Lessee hereby rents, leases and hires from Lessor, the Software described in any Exhibit A now or hereafter attached hereto (the "Software") in accordance with the following terms and conditions of this Master Lease Purchase Agreement (the "Lease"). The terms "Exhibit A" (Equipment, Payment and Delivery and Acceptance Schedule) and "Exhibit B" (Essential Use/Source of Funds Letter) as used herein shall mean all such consecutively lettered Exhibits that are or may be in the future attached as exhibits to and be governed by the terms of this Lease.

1. Term. This Lease shall become effective upon the execution by Lessee and Lessor. The term of this Lease ("Lease Term") shall commence on the date the Software is accepted for delivery by Lessee pursuant to Section 3 hereunder and the Lease Term shall continue until all payments are made in accordance with all Exhibit A's attached to this Lease, subject to the provisions of Section 6 hereunder. This Lease will be automatically renewed at the end of each fiscal year unless the Lessee gives written notice to Lessor not less than ninety (90) days prior to the end of the Lessee's fiscal year of Lessee's intention to terminate this Lease pursuant to Section 6 hereunder.

2. Lease Payments. Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, equal to the amounts specified in Exhibit A (the "Lease Payments"). The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing.), and will commence on the Commencement Date as set forth in Exhibit A and thereafter in accordance with Exhibit A. Lessee shall pay to Lessor, on demand, interest at the rate of 10% (ten percent) per annum or the highest lawful rate, whichever is less, from the due date on the amount of any rental payment (the "Payment Date") or other payment not made when due under this Lease, from the date due until the date on which such payment is received by Lessor. Except as specifically provided in Section 6 hereof, Lessee's obligation to make Lease Payments will be absolute and unconditional in all events and will not be subject to any setoff, defense, counterclaim, or recoupment for any reason whatsoever including, without limitation, any failure of the Software to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the Software or any accident, condemnation or unforeseen circumstances.

Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the use of the Software is essential to its proper, efficient and economic operation. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

3. Delivery and Acceptance. Lessor will cause the Software to be delivered to Lessee at the location specified in Exhibit A ("Software Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery of the Software. Lessee will accept the Software as soon as it has been delivered. Lessee will evidence its acceptance for delivery of the Software by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor and attached hereto as Exhibit A.

Lessee acknowledges that if all or part of the funds provided by Lessor under this Lease are not needed immediately by the Lessee for payment of Software invoices, Lessor may escrow funds in U. S. government agency, insured investments or commercial paper rated A1 by Standard & Poor's or P1 by Moody's Investor's Services for a term not to exceed 6 months. Lessee further acknowledges and agrees that all earnings on such funds constitute interest due Lessor pursuant to this Lease.

4. Ownership, Liens. Lessor, its Assigns and Lessee acknowledge and agree that each of the Software is subject to the exclusive proprietary rights of Infor Global Solutions (Michigan), Inc. ("Infor") or the Licensor thereof and that neither Lessee nor any assignee shall have ownership rights in the Software. Neither Lessee nor any assignee shall have right, title or interest in (i) Infor Software except as set forth in this Agreement and in the Order Form for shrink-wrap software products (as amended, renewed or extended from time to time including any addenda or exhibits thereto (the "Software License") and (ii) non-Infor Products except as provided in this Agreement or the license agreements from the licensors thereof ("Vendor Agreements") (the Infor License and Vendor Agreements are collectively the "License Agreements). Lessee shall at its expense keep the Software and each Lease clear of all liens, charges, claims and other encumbrances. In the event of default (as defined in Section 15 herein) or in the event of non-appropriation of funds (as defined in Section 6 herein) any assignee will return to Infor any Software, which it may take into its possession. At the expiration of this lease, provided no event of default or non-appropriation has occurred and is continuing, and provided the Lease Agreement has not otherwise not been terminated, Lessee, having complied with all the terms of the Lease Agreement, will have the rights to a fully paid-up, perpetual Software License.

5. Disclaimer of Warranties. Lessee acknowledges and agrees that the Software is of a size, design and capacity selected by Lessee, that Assignee (as defined in Section 14 herein) is neither a manufacturer nor a vendor of such Software and that ASSIGNEE HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE, OR SUITABILITY OF THE SOFTWARE IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY, OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, AND ASSIGNEE SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE AND THE MAINTENANCE THEREOF.

Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default has occurred hereunder and is continuing, all manufacturer's warranties, if any, expressed or implied with respect to the Software, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties under the Software License. Lessee's sole remedy for the breach of any such manufacturer's warranty shall be against the manufacturers of the Software, and not against assignee, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Lease, including the right to receive full and timely payments hereunder.

6. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for Lease Payments due under this Lease, Lessee will immediately notify the Lessor or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, Lessee agrees to peaceably surrender possession of the Software to Infor the date of such termination, packed for shipment in accordance with manufacturer's specifications and freight prepaid and insured to any location in the continental United States designated by Infor. Lessor will have all legal and equitable rights and remedies to take possession of the Software. Notwithstanding the foregoing, and to the extent permitted by law, Lessee agrees that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the intended use of the Software for the period in which such termination occurs of the next succeeding fiscal period thereafter.

7. Certification and Authorization. Lessee represents, covenants and warrants that it is a state, or a political subdivision thereof, or that Lessee's obligation under this Lease constitutes an obligation issued on behalf of a state of political subdivision thereof, such that any interest derived under this Lease will qualify for exemption from Federal income taxes under Section 103 of the Internal Revenue Code. Lessee further warrants that this Lease represents a valid deferred payment obligation for the amount herein set forth and that Lessee, having the legal capacity to enter into the same, is not in contravention of any Town/City, District, County, or State statute, rule, regulation, or other governmental provision. Lessee hereby determines and declares that Lessee (and any entity acting on behalf of or subordinate to Lessee) does not reasonably anticipate to issue in the calendar year in which the Lease was executed, tax-exempt obligations in aggregate principal amount greater than \$10,000,000 (exclusive of private activity bonds as defined in the Code). Lessee hereby specifically designates the Lease as a "qualified tax-exempt obligation" within the meaning of Section 265(b) of the Code. Lessee agrees that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect; (ii) it has complied with all bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part; and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period; (iv) during the term of this Lease, the Software will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee; (v) Lessee will take no action that will cause the interest portion of any Lease Payment to become includable in gross income for purposes of federal income taxation under the Code.

8. Filings. Lessee agrees to timely file the appropriate IRS form 8038-G.

9. Alterations. Alterations, additions or improvements to the Software may be made consistent with the terms of the Software License.

10. Location; Inspection. The Software may be used and maintained in any location(s) as permitted by the software license. Lessor will be entitled to enter upon the Software Location or elsewhere during reasonable business hours to inspect the Software or observe its use and operation.

11. Liens and Taxes. Lessee shall pay, when due, all charges and taxes (local, state and federal), if applicable, which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Software, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay such charges or taxes. Lessee shall reimburse Lessor therefor.

12. Risk of Loss; Damage; Destruction. Lessee assumes all risk of loss of or damage to the Software from any cause whatsoever, and no such loss of or damage to the Software nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this lease. In the event of damage to any item of Software, Lessee will maintain adequate backup of all software.

13. Indemnification. To the extent permitted by law, Lessee shall indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorney's fees and court costs, arising in connection with the Software, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of the Lease Term for any reason.

14. Assignment. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease of the Software or any interest in this Lease of the Software or (ii) sublet or lend the Software or permit it to be used by anyone other than Lessee, or Lessee's employees for the governmental purposes of Lessee. Lessor may assign its rights, title and interest in and to this Lease and any documents executed with respect to this Lease and /or grant or assign an interest in this Lease. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto, Lessee covenants and agrees not to assert against the assignees any claims or defenses by way of abatement setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. Upon assignment of Lessor's interests herein, Lessor will cause written notice of such assignment to be sent to Lessee which will be

sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made. In compliance with Section 149 (a) of the Internal Revenue Code, Lessee hereby designates the Lessor to be its agent for the purposes of maintaining a book entry system identifying the ownership or interests in and to this Lease and the Lessor hereby accepts its duties as agent hereunder.

Lessee acknowledges that Lessor may enter into a Trust Agreement with a national banking association or a state banking association to be selected by Lessor for the purpose of establishing funds and accounts for the payment of the acquisition price of the Software to the vendor, for prepayment of the Lease prior to maturity, for damage or condemnation of the Software and for receipt of rental payments and other amounts due from Lessee pursuant to the Lease and for distribution of such amounts to holders of Certificates of Participation, as provided for in the Trust Agreement.

15. Event of Default. The term "Event of Default" as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor, (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Software.

16. Remedies. Upon the occurrence of an Event of Default, as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare an amount equal to all amounts then due under the Lease, and (ii) by written notice to the Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Software to Infor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Software is located and take immediate possession of and remove the same; (iii) terminate the license granted to Lessee and/or to withhold support, consulting and maintenance or other services provided under or in connection with the software license; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable law of the state of the Software Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Software. In addition Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

17. Purchase Option. Lessee shall have the option to purchase a perpetual license in this Lease and the Software on any applicable Payment Date providing: (i) Lessee is not in default under the Lease; (ii) Lessee gives notice to Lessor of its intention to exercise this option at least sixty (60) days prior to the Payment Date on which the option is to be exercised; (iii) Lessee has complied with all applicable laws concerning acquisition of license; (iv) there is a specific purchase option shown in Exhibit A on that Payment Date and (v) on the applicable payment date, the Lessee shall deposit with the Lessor an amount equal to all Lease Payments and any other amounts then due or past due (including but not limited to the Lease Payment due on the applicable Payment Date) together with the applicable Purchase Option Price set forth in Exhibit A. The closing shall be on the Payment Date or the first business day preceding the Payment Date at the office of the Lessor or such other place as the Lessor may direct.

18. Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

19. Governing Law. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Software location.

20. Delivery of Related Documents. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

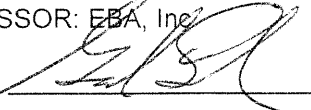
21. Entire Agreement: Waiver. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, shall constitute the entire agreement between the parties with respect to the lease of the Software, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

22. Use of Software. The Lessee will use the Software in a manner contemplated by the Software License, this Lease and the Essential Use/Source of Funds Letter and shall comply with all applicable laws, ordinances, claims, damages, fees and charges arising out of its possession, use or maintenance. The Lessee, at its expense, shall be responsible for and shall pay all charges for the maintenance of the Software.

23. Taxes and Other Government Charges. In the event the Software is found to be subject to taxation in any form, the Lessee will pay as the same respectively become due, all taxes and governmental charges of any kind whatsoever together with any interest and penalties that may at any time be lawfully assessed or levied against or with respect to the Software including but not limited to the ownership, leasing, rental, sale, purchase, or possession thereof (excluding however, all taxes on or measured by the Lessor's or its assigns' income) and any Software or other property acquired by the Lessee in substitution for, as a renewal or replacement of, or as a modification, improvement, or addition to the Software, as well as all other charges incurred in the operation, maintenance, use and upkeep of the Software; provided that with respect to any governmental charges that may lawfully be paid in installments over a period of years, the Lessee shall be obligated to pay only such installments as are required to be paid during the Lease Term. Upon the expiration or earlier termination of this Lease, the Lessee shall pay to the Lessor or its assigns any ad valorem, personal property or excise taxes assessed but not yet due and payable.

10. Notices. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time, Any such notice shall be deemed to have been received five (5) days subsequent to mailing.

IN WITNESS WHEREOF, the parties have executed this Lease as of the 11th day of May 2010.

LESSOR: EBA, Inc.
By: 
Name (print): Gerald S. Misurek
Title: President

LESSEE: City of Franklin
By: _____
Name (print): _____
Title: _____

COPY

ATTEST:

Eric Stuckey, City Administrator

ADDRESS FOR NOTICES UNDER THIS LEASE:

EBA, Inc.
8370 Hurakan Creek Crossing
Cumming, GA 30040
Lessor: Contact: Gerald Misurek

Telephone Number: 770-205-6055

ADDRESS FOR NOTICE UNDER THIS LEASE:

City of Franklin
109 3rd Avenue South
Franklin, TN 37064
Lessee Contact: _____

Telephone Number: _____

**EXHIBIT A
EQUIPMENT SCHEDULE**

Master Lease Purchase Agreement dated: May 11, 2010.

Schedule Number: 001

This Equipment Schedule dated as of May 11, 2010 is being executed by EBA, Inc. ("Lessor"), and City of Franklin ("Lessee") as a supplement to, and is hereby attached to and made a part of that certain Master Lease Purchase Agreement dated as of May 11, 2010 (the "Lease"), between Lessor and Lessee.

Lessor hereby agrees to lease to Lessee under and pursuant to the Lease, the following items of software:

Description: SEE ATTACHED INFOR ORDER FORM

Equipment Location:
109 3rd Avenue South
Franklin, TN 37064
and locations authorized under the Order Form

Vendor:
Infor
13560 Morris Road, Suite 4100
Alpharetta, GA 30004

PAYMENT SCHEDULE

LESSEE: City of Franklin

PAYMENT	DATE	PAYMENT	INTEREST (included in payment)
1.	Oct 1, 2010	\$32,735.29	\$4,322.11
2.	Jan 1, 2011	\$32,735.29	\$2,528.66
3.	April 1, 2011	\$32,735.29	\$2,284.84
4.	July 1, 2011	\$32,735.29	\$2,039.06
5.	Oct 1, 2011	\$32,735.29	\$1,791.29
6.	Jan 1, 2012	\$32,735.29	\$1,541.52
7.	April 1, 2012	\$32,735.29	\$1,289.74
8.	July 1, 2012	\$32,735.29	\$1,035.92
9.	Oct 1, 2012	\$32,735.29	\$780.05
10.	Jan 1, 2013	\$32,735.29	\$522.12
11.	April 1, 2013	\$32,735.29	\$262.11
End of Term Purchase Option:		\$1	

DELIVERY AND ACCEPTANCE

The undersigned Lessee hereby acknowledges receipt of the software described above (the "Software"); and Lessee hereby accepts the Software after full inspection thereof as satisfactory for all purposes of the Master Lease Purchase Agreement executed by Lessee and Lessor. Lessee agrees to make payments, as set forth on this Exhibit A, beginning Oct. 1, 2010.

DATE ACCEPTED: May 11, 2010 ("COMMENCEMENT DATE")

LESSOR:

EBA, INC.

By: _____

Name (print): Gerald S. Misurek

Title: President

LESSEE:

CITY OF FRANKLIN

By: _____

Name (print): _____

Title: _____

COPY

EXHIBIT B

ESSENTIAL USE/SOURCE OF FUNDS LETTER

Gentlemen:

This confirms and affirms that the Software described in the Master Lease Purchase Agreement dated May 11, 2010 (the "Lease") is essential to the function of the undersigned or to the service we provide to our citizens.

Further, we have an immediate need for, and expect to make immediate use of, substantially all such Software which is not temporarily or expected to diminish in the foreseeable future. Such Software will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Software is intended to be used by us for the following purposes or functions: The City of Franklin currently utilizes the Infor/Hansen government specific software applications suite. This acquisition will allow for an upgrade from Hansen version 7 to version 8. This will improve city services and billing processing for water, sewer, licensing, permitting and business tax operations.

Lessee represents that this software acquisition meets the essential use standards Lessee normally applies to acquisitions of products and services.

The estimated useful life of such Software based upon manufacturer's representations and our projected needs is 5-7 years.

Our source of funds for payments of the rent due under the Lease for the current fiscal year is general fund appropriations.

We expect and anticipate adequate funds to be available for all future Lease Payments due after the current fiscal year through general fund appropriations.

Very truly yours,

CITY OF FRANKLIN

By: _____

Name (print): _____

Title: _____

COPY

Date: May 11, 2010

EXHIBIT C

CERTIFICATE OF RESOLUTIONS AND INCUMBENCY

I _____ do hereby certify that I am the duly elected, or appointed and acting Secretary of the City of Franklin (the "City"), a political subdivision organized under the laws of Tennessee and further that the following resolutions have been presented to and duly adopted by the Board of Mayor and Alderman at a meeting held in accordance with applicable law on the 11th day of May 2010.

Now, therefore, be it resolved that the Lessee is hereby authorized to enter into the Master Lease Purchase Agreement with EBA, Inc. and be it further resolved that,

Name: _____
(Individual signing lease)

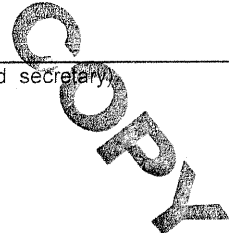
Title: _____

Signature: _____

- (i) is, on and as of the date hereof, a duly elected or qualified and acting officer, agent or employee of the District and holds the office or title set forth below such person's name, and the signature also appearing below such person's name, is the person's genuine signature; and
- (ii) is authorized and directed to negotiate, execute and deliver on behalf of the District all documents with its vendors, EBA, Inc. and any financial institution whereby the District will finance software licenses and/or services to be used in the operations in the business of the District on terms and conditions which shall be determined by the officer(s) signing the same to be advisable and in the best interests of the District and the execution of such financing documents by said officer(s) shall be conclusive evidence of said officer(s) approval thereof.
- (iii) pursuant to Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, this Lease is designated a "qualified tax-exempt obligation".

IN WITNESS WHEREOF, I have affixed my name as _____
(board secretary)
of the District this 11th day of May 2010.

(signature)



When preparing this form, please adhere to the following instructions:

1. Insert the name and office of the party attesting to the authority of the representative that will be empowered to sign the lease documents. This individual must sign at the bottom of the text.
2. Insert the appropriate state of organization if not already completed.
3. Insert the name and title of the officer, agent or employee authorized to sign the lease documents.
4. Have the authorized officer, agent or employee sign on the designated signature line.

It is extremely important to note that the party preparing this Certificate cannot empower him/herself to sign the lease documents. The individual noted in the text of this document must be different than the signatory at the bottom of the page.

EXHIBIT D

OPINION OF COUNSEL

(Please furnish on Attorney's Letterhead and addressed to Lessor)

Gentlemen:

As counsel for the City of Franklin ("Lessee"), I have examined duly executed originals of the Master Lease Purchase Agreement dated May 11, 2010 between Lessee and EBA, Inc. ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon the examination and upon such other documentation as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of Tennessee.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provision that authorized this transaction in accordance with its terms and conditions.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
4. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, State or Federal, in any way questioning or affecting the validity of the resolution or the Agreement.
5. The signatures of the offices of the _____ which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
6. The Equipment leased pursuant to the Agreement a constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
7. The Municipality is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and the related regulations and rulings. That the portion of payments, identified as deferred interest charges to maturity, upon receipt, will not be includable in Federal gross income under statutes, regulations, court decisions and rulings existing on the date of this opinion and consequently will be exempt form present Federal income taxes and income tax of the State of Tennessee.
8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee and during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

(Signature of Counsel for Lessee)

EXHIBIT E
FORM OF
AUTHORIZING RESOLUTION/EXTRACT OF MINUTES

At a duly called meeting of the governing body of City of Franklin, held in accordance with all applicable legal requirements, including open meeting laws, on the 11th day of May 2010, the following resolution was introduced and adopted:

A RESOLUTION OF THE GOVERNING BODY OF CITY OF FRANKLIN AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT WITH EBA, INC., AS LESSOR, AND SEPARATE EQUIPMENT SCHEDULES THERETO FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, City of Franklin (the "Lessee"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Tennessee is authorized by the laws of the State of Tennessee to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "Council") has determined that a true and very real need exists for the acquisition, purchase and financing of certain property consisting of software and related services (collectively, the "Equipment") on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease-Purchase Agreement (the "Master Lease") with EBA, Inc., as lessor (the "Lessor"), substantially in the proposed form presented to the Board at this meeting, and separate Lease Schedules thereto substantially in the form attached to the Master Lease; and

WHEREAS, the Board deems it for the benefit of the Lessee and the efficient and effective administration thereof to enter into the Master Lease and the separate Equipment Schedules relating thereto from time to time as provided in the Master Lease for the purchase, acquisition, financing and leasing of the Equipment to be therein more specifically described on the terms and conditions provided therein and herein;

NOW, THEREFORE, BE IT AND IT IS HERBY RESOLVED BY THE GOVERNING BODY OF THE LESSEE AS FOLLOWS:

Section 1. It is hereby found and determined that the terms of the Master Lease (including the form of Equipment Schedule and Payment Schedule attached thereto), in the form presented to this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

Section 2. The form, terms and provisions of the Master Lease (including the form of Equipment Schedule and Payment Schedule attached thereto) are hereby approved in the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Board of Mayor and Alderman [insert title of officials] of the Lessee (the "Authorized Officers") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officers of the Lessee are each hereby authorized and directed to sign and deliver

the Master Lease, each Equipment Schedule thereto, each Payment Schedule relating thereto and any related exhibits attached thereto if and when required; *provided, however,* that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rent Payments under all Leases entered into pursuant to the Master Lease shall not exceed \$360,088.19; (b) the maximum term under any Lease entered into pursuant to the Master Lease shall not exceed three (3) years; and (c) the maximum interest rate used to determine the interest component of Rent Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or ten percent (10%) per annum. The Authorized Officers may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Master Lease on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two years from the date hereof during which the Authorized Officers are authorized to sign and deliver Leases pursuant to the Master Lease on the terms and conditions herein provided and to be provided in each such Lease.

Section 3. The Authorized Officers and other officers and employees of the Lessee shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by the Master Lease and each Equipment Schedule (including, but not limited to, the execution and delivery of the certificates contemplated therein, including appropriate arbitrage certifications) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Master Lease and each Equipment Schedule.

Section 4. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

ADOPTED AND APPROVED by the Board of the Lessee this 11th day of May 2010.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect and further certifies that the Master Lease (including the form of Equipment Schedule and Payment Schedule attached thereto) are the same as presented at said meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

Date: May 11, 2010

(Secretary/Clerk)



NOTICE OF ASSIGNMENT

May 11, 2010

City of Franklin
 109 3rd Avenue
 Franklin, TN 37064

Re: The Master Lease Purchase Agreement, Schedule 001 between EBA, Inc. and City of Franklin dated May 11, 2010, payable to EBA, Inc.

Notice is hereby given that EBA, Inc. has sold and assigned the rights to receive the remaining payments due under the Master Lease Purchase Agreement Schedule 001 together with the rights and remedies for nonpayment thereunder to PNCEF, LLC DBA PNC Equipment Finance ("Assignee").

Assignee: PNC Equipment Finance
 995 Dalton Avenue
 Cincinnati, OH 45203

EBA, Inc. hereby requests, gives notice and instructs the City of Franklin to make all payments due hereafter to:

PNC Equipment Finance
 PO Box 931034
 Cleveland, OH 44193

The City of Franklin is hereby directed and by signature below agrees to pay directly to Assignee at the address set forth above, all payments required to be paid by the City of Franklin under the terms of the Master Lease Purchase Agreement, Schedule No 001. There are eleven (11) payments remaining under the following schedule:

Oct 1, 2010	\$32,735.29	April 1, 2012	\$32,735.29
Jan 1, 2011	\$32,735.29	July 1, 2012	\$32,735.29
April 1, 2011	\$32,735.29	Oct 1, 2012	\$32,735.29
July 1, 2011	\$32,735.29	Jan 1, 2013	\$32,735.29
Oct 1, 2011	\$32,735.29	April 1, 2013	\$32,735.29
Jan 1, 2012	\$32,735.29		

Very Truly Yours,

EBA, Inc.

By: _____

Name (print): Gerald S. Misurek

Title: President

Date: May 11, 2010

Acknowledged and Agreed to:

City of Franklin

By: _____

Name (print): _____

Title: _____

Date: May 11, 2010

COPY

LAW DEPARTMENT

Shauna R. Billingsley, Esq.
City Attorney
Also Licensed in Texas



HISTORIC
FRANKLIN
TENNESSEE

May 11, 2010

To Whom It May Concern:

As counsel for the City of Franklin, TN ("Lessee"), I have examined duly executed originals of the Master Lease Purchase Agreement dated May 11, 2010 between Lessee and EBA, Inc. ("Lessor"), and the proceedings taken by Lessee to authorize and execute the Agreement. Based upon the examination and upon such other documentation as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a public body corporate and politic, legally existing under the laws of the State of Tennessee.
2. The Agreement has been duly authorized, executed and delivered by Lessee, pursuant to Constitutional, statutory and/or home rule provision that authorized this transaction in accordance with its terms and conditions.
3. The Agreement is a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms. In the event the Lessor obtains a judgment against Lessee in money damages, as a result of an event of default under the Agreement, Lessee will be obligated to pay such judgment.
4. To the best of my knowledge, no litigation is pending or threatened in any court or other tribunal, State or Federal, in any way questioning or affecting the validity of the resolution or the Agreement.
5. The signatures of the offices of the Mayor and City Administrator which appear on the Agreement are true and genuine; I know said officers and know them to hold the offices set forth below their names.
6. The Equipment leased pursuant to the Agreement constitutes personal property and when subjected to use by Lessee will not be or become fixtures under applicable law.
7. The Municipality is a political subdivision within the meaning of Section 103 of the Internal Revenue Code and the related regulations and rulings. That the portion of payments, identified as deferred interest charges to maturity, upon receipt, will not be includable in Federal gross income under statutes, regulations, court decisions and rulings existing on the date of this opinion and consequently will be exempt from present Federal income taxes and income tax of the State of Tennessee.
8. The leasing of the Equipment pursuant to the Agreement is exempt from all sales and use taxes against either the Lessor or the Lessee and during the term of the Lease pursuant to the Agreement and the Equipment will be exempt from all state and local personal property or other ad valorem taxes.

Shauna R. Billingsley,
DRAFT

Shauna R. Billingsley
City Attorney

