


**ASSISTANT SECRETARY'S CERTIFICATE  
OF KEYBANK NATIONAL ASSOCIATION**

I, Richard A. Kopek, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of KeyBank National Association (the "Bank"), and hereby certify, solely in my capacity as an officer of the Bank and not individually, that Key Government Finance, Inc., a Colorado corporation, is a wholly-owned subsidiary of KeyBank National Association.

**IN WITNESS WHEREOF**, I have signed this certificate on behalf of the Bank as of December 20, 2016 and affixed the seal of the Bank.

  
Richard A. Kopek  
Richard A. Kopek  
Assistant Secretary



Mail Code: OH-01-27-0200  
127 Public Square  
Cleveland, OH 44114-1306

**CERTIFICATION**

I, Richard A. Kopek, hereby certify that I am a duly elected Assistant Secretary of KeyBank National Association (the "Bank"), located in Cleveland, Ohio, a national banking association duly organized and existing under the laws of the United States of America and that I have in my possession the corporate records regarding the Bank.

I further certify that attached hereto as Exhibit A is a true and correct copy of the Bank's Signing Authorities, duly adopted by the Executive Committee of the Board of Directors by a unanimous written action effective October 1, 2004, and that the Signing Authorities have not been rescinded or amended and remain in full force and effect.

I further certify that Michael J. O'Hern is a duly elected and acting officer of the Bank with the title set forth next to his name immediately below, and that a specimen signature is set forth on the line opposite his name immediately below:

<u>NAME</u>	<u>TITLE</u>	<u>SPECIMEN SIGNATURE</u>
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Michael J. O'Hern	Senior Vice President	
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Executed this 29<sup>th</sup> day of September, 2016.

{SEAL}




Richard A. Kopek, Assistant Secretary KeyBank National Association

**KEYBANK NATIONAL ASSOCIATION**  
(the "Bank")

**AMENDED AND RESTATED SIGNING AUTHORITIES**  
(adopted on October 1, 2004 by the Executive Committee of the Board of Directors)

The word "Officer" as used herein shall be construed to mean the Chairman, Chief Executive Officer, President, Vice Chairman, President – Commercial Bank, President – Retail Bank, President – PrivateBank, Executive Vice President, Chief Financial Officer, General Counsel, Secretary, Assistant Secretary, Regional Vice Chairman, Senior Vice President, District President, Bank Security Officer, Bank Secrecy Officer, Bank Compliance Officer, Community Reinvestment Act Officer, Area President, Vice President, Assistant Vice President, Bank Officer, and Dual Officer, or any duly designated signer of the Bank. Any Senior Vice President or Officer of higher rank is authorized to designate in writing an officer or employee of the Bank, a Division of the Bank, KeyCorp, or any subsidiary directly or indirectly owned by KeyCorp as a designated signer ("Designated Signer") to sign such documents as are specified in such written designation.

1. All agreements, mortgages, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, assignment of mortgages and other types of security interests and financing statements, settlements, petitions, schedules, accounts, affidavits, bonds, IRA and Keogh plan documents, undertakings, checks, and proxies and all other instruments or documents that may be necessary or appropriate to execute for or on behalf of the Bank in the conduct of its lawful business either on its own behalf or in a fiduciary or agency capacity may be signed by any Officer of the Bank, any Division officer, or Designated Signer, except that:
  - a) The following instruments shall be signed on behalf of and in the name of the Bank by any one Officer of the Bank with the title Chairman, Chief Executive Officer, President, Vice Chairman, President - Commercial Bank, President – Retail Bank, President – PrivateBank, Executive Vice President, Regional Vice Chairman, Senior Vice President, District President, Vice President, Assistant Vice President, any Designated Signer designated in writing to have the specified authority, or by any two Officers of the Bank:
    - Promissory notes or other instruments evidencing debt of the Bank;
    - Bankers' acceptances made by the Bank;
    - Commercial Credits of the Bank;
    - Endorsement for negotiation or for rediscount of bankers' acceptances, notes and bills of exchange made by others;
    - Leases, easements;
    - Deeds or other documents for the conveyance of real property or interest in real property;
    - Transfers of stocks, registered bonds and other securities;
    - Agreements with (including oral or written instructions to) a Federal Reserve Bank on behalf of the Bank concerning borrowings and advances from the Federal Reserve Bank;
    - Order for release of bonds and other securities from safekeeping or pledge in any other bank;
    - Certifications of balances and other bank record information;

## Exhibit A

- Loan agreements, security agreements, commitment letters, and other documents on behalf of the Bank as lender;
  - Purchase orders, documents, and agreements entered into by the Bank in the ordinary course of business, relating to the purchase, sale, exchange or lease of services, tangible personal property, materials, and equipment for the use of the Bank;
  - Certificates of deposit;
  - Letters of credit and acceptances; and
  - Guarantees of customers' signatures;
  - Powers of attorney.
- b) The following authorization is granted to any Senior Vice President or Officer of higher rank of the Bank and any Assistant Vice President or Officer of higher rank of the department(s) (however such may be designated) of the Bank engaged in capital markets, securities dealing, trading, and investment transactions, and any Designated Signer designated in writing by any Senior Vice President or Officer of higher rank of the Bank to have such authority, provided that such individual is qualified under federal and state securities laws, where necessary, to authorize particular transactions:
- Trade, deal, underwrite, or sign agreements, instructions or correspondence relative to the sale, purchase, assignment, delivery or other transfer of:
    - U.S. government securities owned by the Bank in other than a fiduciary capacity;
    - All other securities owned by the Bank in other than a fiduciary capacity;
    - Federal funds;
    - Foreign exchange;
    - Repurchase and reverse repurchase agreements;
    - Futures, forward placement, standby, and options contracts;
    - Municipal securities;
    - Commercial paper;
    - Derivatives or hedging transactions, including, without limitation, interest rate, credit, basis, currency, equity or commodity swaps, futures, options, caps, floors, collars or forwards; and
    - Negotiable certificates of deposit.
  - Establish, assign, or transfer Eurodollar deposits; and
  - Sign agreements, confirmations or advices, or cause confirmations or advices to be sent, covering:
    - The placement of Eurodollar deposits,
    - Wire transfer of funds to or from foreign banks,
    - Wire transfer of funds to or from banks in the United States of America; and
    - Foreign exchange transactions.
  - Sign instruments pledging or releasing securities for public funds; and
  - Sign instruments pledging or releasing collateralized trust funds.
2. Stock Certificates, Registered/Bearer Bond Certificates, Cashier Checks, Mortuary Trust Agreements, Lost Instrument Affidavits and Securities Information Center Reports may be signed on behalf of and in the name of the Bank by any Designated Signer designated to have such authority.

## Exhibit A

3. Any document executed on behalf or in the name of the Bank as a co-fiduciary or co-agent may be signed by any Officer of the Bank, provided that such document is also signed by the co-fiduciary(s) or co-agent(s).
4. Any and all checks issued by the Bank for the following purposes, namely, checks issued by the Bank or the Trust Group as dividend disbursing agent, paying agent, escrow agent, fiscal agent, and as agent for shareholders or customers, payroll checks issued in payment of customers' payrolls, holiday club checks, checks drawn for the disbursing of funds under the automated payroll, and such other types or categories of checks as the Board of Directors may from time to time specify, may be signed manually or by check signing machines with the signature or facsimile signature of any Officer of the Bank.
5. The authority to sign includes the authority to acknowledge as well as to deliver on behalf of the Bank.
6. Any Officer is authorized to affix the seal of the Bank on any instrument whether signed by himself or by another, and to attest such seal on any instrument whether the seal is affixed by himself or by another.
7. The signing authority granted in this resolution is not exclusive. Additional signing authority may be given in any instance, at any time by the Board of Directors, or any Committee of the Board of Directors.
8. Any agreement, instrument, bond, stock certificate, warrant, certificate of interest, or other document which has been signed by a person authorized to sign, certify, or countersign it on behalf of the Bank shall be deemed to have been validly signed in the name and on behalf of the Bank even though it is delivered after the death or resignation of the signing Officer.

STATE OF GEORGIA

COUNTY OF DEKALB

**CONSENT TO EQUIPMENT LEASE AGREEMENT**

**DEKALB COUNTY CONTRACT NO. 1040155**

THIS CONSENT TO EQUIPMENT LEASE AGREEMENT by DEKALB COUNTY, a political subdivision of the State of Georgia, (hereinafter referred to as “Lessee” or “County”), is entered into with Key Government Finance, incorporated, (hereinafter referred to as “Lessor”), effective as of Friday, December 30, 2016.

WHEREAS, the County and Key Government Finance, Inc. entered into a Master Equipment Lease Agreement dated the Friday, December 30, 2016, (hereinafter referred to as “Lease”), whereby County leased certain property (hereinafter referred to as “Equipment”), and as more particularly described in the Lease as Property and Property Schedule, and more particularly described as Exhibits 1-10, attached hereto and by reference made a part hereof; and

WHEREAS, Lessor desires to lease the Equipment to the County;

NOW THEREFORE, for and in consideration of the property and covenants herein contained, and of the terms and conditions herein set forth, Lessee hereby consents to the Lease to include but not limited to the portion of the property described in the Master Equipment Lease Agreement (“Exhibit 1”), Property Schedule No. 1 (“Exhibit 2”), Lease Rider (“Exhibit 3”), Property Description and Payment Schedule (“Exhibit 4”), Lessee’s Counsel’s Opinion (“Exhibit 5”), Lessee’s Certificate (“Exhibit 6”), Payment of Proceeds instructions (“Exhibit 7”), Acceptance Certificate (“Exhibit 8”), Invoice Instructions (“Exhibit 9”), and Sample Invoice (“Exhibit 10”) attached hereto and by reference made a part hereof. This Consent is intended to satisfy all provisions of the Lease requiring the County’s consent to or approval of the proposed equipment lease with Key Government Finance, Inc., including, but not limited to, the provisions of the Lease. Notwithstanding anything to the contrary, in the event of a conflict between the provisions of this Consent and the Lease, the terms of the Lease shall control.

Except as herein modified and amended, all terms and conditions of the Equipment Lease shall remain in full force and effect.

**(Signatures appear on next page.)**

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in three (3) counterparts, this 11 day of October, 2016

**LESSEE**

**DEKALB COUNTY, GEORGIA**

By: [Signature]  
Signature (SEAL)

[Signature] by Dir. (SEAL)

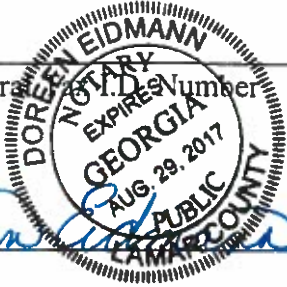
John Matelski  
Name (Typed or Printed)

W. BURRELL ELLIS, JR.  
Chief Executive Officer  
DeKalb County, Georgia

CIO  
Title

Federal Tax I.D. Number

**WITNESS:**



[Signature]

**LESSOR:**

**ATTEST:**

By: [Signature]  
Signature (SEAL)

[Signature]

M. M. Olden  
Name (Typed or Printed)  
Senior Vice President

BARBARA H. SANDERS, CCC  
Clerk of the Chief Executive Officer and  
Board of Commissioners of  
DeKalb County, Georgia

Title

Federal Tax I.D. Number

**WITNESS:**

\_\_\_\_\_

**APPROVED AS TO SUBSTANCE:**

**APPROVED AS TO FORM:**

[Signature]  
Department Director

[Signature]  
County Attorney Signature  
William Scott  
County Attorney Name (Typed or Printed)



## **Exhibit 1**

# Addendum to Master Equipment Lease Agreement

## Georgia Counties, Municipalities and School Districts

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THIS ADDENDUM, which is entered into as of November 01, 2016 between Key Government Finance, Inc. ("Lessor") and DeKalb County, GA ("Lessee"), is intended to modify and supplement Property Schedule No. 1 (the "Property Schedule") to the Master Equipment Lease Agreement between Lessor and Lessee dated November 01, 2016 (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

1. If the Lessee is a county or municipality, then notwithstanding anything to the contrary set forth in the Master Agreement, title to the Property subject to the Property Schedule shall remain in Lessor during the Lease Term for the Property Schedule, subject to Lessee's rights under the Master Agreement.

2. The definition of "Original Term" set forth in Article I of the Master Agreement is amended to read in its entirety as follows: "Original Term' means, with respect to a Property Schedule, the period from the Commencement Date until the end of the calendar year of Lessee in effect at the Commencement Date."

3. The definition of "Renewal Terms" set forth in Article I of the Master Agreement is amended to read in its entirety as follows: "Renewal Terms' means the renewal terms of a Property Schedule, each having a duration of one calendar year."

4. Sections 6.05 and 6.06 of the Master Agreement are amended to read in their entirety as follows:

**"6.04 Continuation of Lease by Lessee.** This Agreement and each Property Schedule shall be automatically renewed at the end of the Original Term and each Renewal Term (other than the last Renewal Term) for the next succeeding Renewal Term without further action by Lessor or Lessee, unless Lessee gives written notice to Lessor that it intends to terminate a Property Schedule not later than thirty (30) days prior to the end of the then current Original Term or Renewal Term, in which event such Property Schedule shall terminate at the end of the then current Original Term or Renewal Term, and Lessee shall have no further obligations thereunder, except as set forth in this Section. Such a termination shall be treated as an Event of Nonappropriation for all purposes under this Agreement and each Property Schedule.

**"6.05 Nonappropriation.** Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Rental Payments due under the Property Schedules during the following budget year. Notwithstanding the foregoing, if during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Rental Payments required under a Property Schedule for the following fiscal year, the Property Schedule shall terminate at the end of the then current fiscal year for which funds have been appropriated, unless sooner terminated at the end of a calendar year falling within said current fiscal year pursuant to Section 6.05, and Lessee shall not be obligated to make Rental Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated, or the end of a calendar year falling within said current fiscal year for which termination has occurred pursuant to Section 6.05. Upon the occurrence of such nonappropriation (an "Event of Nonappropriation") Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated or the end of a calendar year falling within said current fiscal year for which termination has occurred pursuant to Section 6.05, deliver possession of the Property under said Property Schedule to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of an Event of Nonappropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In addition, Lessor may, by written instructions to any escrow agent who is holding proceeds of the Property Schedule, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee."

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

<b>Lessor: Key Government Finance, Inc.</b>
By: <i>[Signature]</i>
Name: <i>MICHAEL O'HERN</i>
Title: <b>MICHAEL O'HERN</b> Senior Vice President

<b>Lessee: DeKalb County, GA</b>
By: <i>[Signature]</i>
Name: <i>JOHN MARESKI</i>
Title: <i>CIO</i>

Attest
By: <i>[Signature]</i>
Name: <i>Doreen Eickman</i>
Title: <i>Procurement Technician</i>



## **Exhibit 2**

## Property Schedule No. 1 Master Equipment Lease Agreement

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This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Equipment Lease Agreement (the "Master Agreement"), dated as of November 01, 2016, between Key Government Finance, Inc. and DeKalb County, GA.

1. **Interpretation.** The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. **Commencement Date.** The Commencement Date for this Property Schedule is November 01, 2016.
3. **Property Description and Payment Schedule.** The Property subject to this Property Schedule is described in Exhibit A hereto. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1. If the Rental Payment Dates are not defined in the Rental Payment Schedule, they shall be defined as the 1st day of each monthly period of the Rental Payment Schedule commencing with the first full month following the Acceptance Date. If the Acceptance Date is not the first day of a month, then an additional interim Rental Payment shall also be due equal to 1/48th of the amount of the first Rental Payment for each day from and including the Acceptance Date to and excluding the first day of such first full month.
4. **Opinion.** The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. **Lessee's Certificate.** The Lessee's Certificate is attached as Exhibit 3.
6. **Proceeds.** Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4.
7. **Acceptance Certificate.** The form of Acceptance Certificate is attached as Exhibit 5.
8. **Expiration.** Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule all ancillary documents) are not received by Lessor at its place of business by December 01, 2016.
9. **Notice.** Lessee is entitled under Article 2A to the promises and warranties, including those of any third party, provided to Lessor by the Supplier in connection with or as part of the Purchase Agreement, and that Lessee may communicate with the Supplier and receive an accurate and complete statement of those promises and warranties, including any disclaimers and limitations of them or of remedies. The filing of UCC financing statements pursuant to Section 7.05 of the Master Agreement is precautionary and shall not be deemed to have any effect on the characterization of this Property Schedule. **NOTWITHSTANDING THE FOREGOING, LESSOR HAS NOT MADE, AND HEREBY DISCLAIMS ANY ADVICE, REPRESENTATIONS, WARRANTIES AND COVENANTS, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ANY LEGAL, ECONOMIC, ACCOUNTING, TAX OR OTHER EFFECTS OF THE LEASE AND THE TRANSACTION(S) CONTEMPLATED THEREBY, AND LESSEE HEREBY DISCLAIMS ANY RELIANCE ON ANY SUCH WARRANTIES, STATEMENTS OR REPRESENTATIONS MADE BY LESSOR WITH RESPECT THERETO.**
10. **Purchase, Renewal and Option Terms:**
  - (a) At the expiration of the Initial Term, or any Renewal Term, and so long as no Default or Event of Default shall have occurred and be continuing Lessee may, as to all, but not less than all, Equipment:
    - (i) purchase the Equipment for a purchase price (the "Purchase Option Price") equal to the then Fair Market Sale Value thereof;
    - (ii) renew this Lease on a month to month basis at the same Rent payable at the expiration of such Initial Term or Renewal Term, as the case may be, with renewals continuing from month to month at the same Rent set forth above, subject to the right of either party to terminate this Lease upon ninety (90) days prior written notice (any such termination taking effect only upon Lessee's satisfaction of all of Lessee's obligations under this Lease); or
    - (iii) return all, but not less than all of, the Equipment to Lessor pursuant to, and in the condition required by, the Lease.

To exercise an option, Lessee must give Lessor at least ninety days but not more than one hundred eighty days prior written notice. If Lessee fails to give Lessor the required notice, Lessee shall be deemed to have chosen option (ii) above.

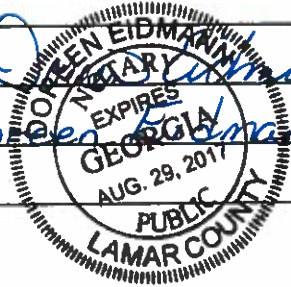
(b) Payment of the Purchase Option Price and all other amounts due and owing by Lessee under the Lease (including, without limitation, Rent) shall be made on the last day of the Initial Term or Renewal Term, as the case may be, in immediately available funds against delivery of a bill of sale transferring to Lessee all right, title and interest of Lessor in and to the Equipment ON AN "AS IS" "WHERE IS" BASIS, WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above. This Property Schedule shall not be binding upon Lessor until any and all conditions precedent contained herein have been met and receipt of, in form satisfactory to Lessor in its sole discretion, all required documentation and credit enhancements from Lessee including but not limited to, acceptance certificate, counsel opinion(s), insurance certificate(s), and tax documentation.

Lessor: Key Government Finance, Inc.	
By:	<i>[Signature]</i>
Name:	MICHAEL O'HERN
Title:	Senior Vice President

Lessee: DeKalb County GA	
By:	<i>[Signature]</i>
Name:	John Marecki
Title:	CIO

Attest By:	<i>[Signature]</i>
Name:	Doreen Eidmann
Title:	



## **Exhibit 3**

# Lease Rider

Effective Date: November 01, 2016

This Rider is executed in connection with, and made a part of the Property Schedule No. 1, dated November 01, 2016 to the Master Equipment Lease Agreement, dated November 01, 2016 (the "Lease") between Key Government Finance, Inc. (the "Lessor") and DeKalb County, GA (the "Lessee"). Unless otherwise specified in this Rider, all capitalized terms used herein have the meanings ascribed to them in the Lease, and in case of conflict between this Rider and the Lease, the terms of this Rider shall control.

In addition to the provisions of the Lease, the following shall apply to Lessee's return of all Equipment:

(a) Together with Lessee's notice that Lessee intends to return Equipment ("Return Notice"), Lessee shall provide Lessor with a detailed inventory of all components of Equipment including all model and serial numbers. Lessee shall also, ninety to one hundred twenty days prior to the end of the Term of the Lease, at its sole expense, cause the Equipment to be inspected and audited ("Audit") to verify equipment configuration, completeness, and functionality, including the presence of all required accessories and manuals. The Audit must be conducted by the original equipment manufacturer ("OEM") or by a qualified third party approved in advance by Lessor. The Audit must confirm the reasonable operating condition of the Equipment, and that the Equipment is eligible for the OEM's standard service contract. Pursuant to the Lease, Lessee is responsible for payment of any costs required to bring the equipment to the condition and standard required by the Lease, and the "Acceptable Return Condition" defined below.

(b) In consideration of the potential savings to Lessee as regards shipping and other costs, Lessor shall have the right to attempt to resell or auction Equipment from Lessee's facility with Lessee's full cooperation and assistance, for the period commencing with Lessor's receipt of the Return Notice and ending one hundred eighty days after the Initial Term Expiration Date ("On-site Period"). Lessee agrees to pay the reasonable costs and expenses of such sale or auction (and all storage prior thereto), and agrees that Equipment shall remain capable of operation during this period. Lessee must, upon reasonable notice, allow access to the Equipment by Lessor and/or an agent of Lessor for the purpose of showing the Equipment to prospective buyers. Lessee shall maintain the Equipment in normal operating condition, and shall provide adequate electrical power, lighting, heat, water and all other requirements for normal maintenance and for demonstrations of Equipment to any potential buyer. If no on-site sale has been arranged by Lessor, then in addition to maintaining insurance coverage on the Equipment, Lessee agrees to provide safe, secure storage for the Equipment as required or recommended by the OEM for 90 days after expiration of the On-site Period at one accessible location satisfactory to Lessor.

(c) "Acceptable Return Condition" means:

Information Technology

(i) The Equipment was covered continuously throughout the Term with a comprehensive service contract from the OEM or from a third party service provider approved by Lessor.

(ii) All operating software licenses are fully transferable to a new user, all costs associated with such transfer will be borne by Lessee and all software related to, or which is an integral part of the Equipment, has been assembled for return to Lessor or to new owners.

(iii) The Equipment has been returned with all accessories, manuals, preventive and periodic maintenance records, log books, plans, drawings and schematics, inspection and overhaul records, operating requirements or other materials pertinent to the Equipment's operation, maintenance, assembly and disassembly, including: a complete set of current and up to date service and operating manuals for the Equipment; a complete set of current and up to date preventive maintenance records and reports and other appropriate documentation detailing the Equipment's then-current configuration (including all replacements and additions made during the Term); and all operating requirements and technical data regarding the setup, use and operation of the Equipment.

(iv) All plugs, cables, connectors, grids, adapters, cords, receivers, and wires required for the full functioning of the Equipment must be in proper working order and properly labeled and assembled for return with the Equipment.

(v) Any and all sensitive data stored on the hard drives, all memory locations and any internal or external data storage devices used in conjunction with the Equipment has been removed as required by local, state and federal law.

(vi) The Equipment and all hard drives are fully functional and the operating system is intact; Lessee is responsible for all costs incurred by Lessor if the operating system is erased and/or the Equipment is nonfunctional.

(vii) Lessee is solely responsible for all expenses and costs associated with decommissioning, deinstallation, packing and transportation of the Equipment including:

(A) decommissioning by the OEM or by a third party authorized by the OEM in compliance with prudent industry practice and in compliance with all applicable laws;

(B) deinstallation in accordance with the OEM's recommended procedure and according to reasonable industry standards by the OEM or by a third party authorized by the OEM or approved by Lessor;

(C) performing all rigging, packing and crating in a professional and prudent manner;

(D) packing all Equipment: a complete set of operating and service manuals (including all replacements and updates, as were provided upon original shipment to Lessee); a complete and current set of documents detailing equipment configuration and operating procedures (including those related to upgrades and modifications); and all major maintenance records (monthly, quarterly, or annual preventative maintenance records);

(E) providing written certification from the OEM or from a qualified third party that the Equipment has been properly decommissioned and deinstalled in accordance with prudent industry standards, and in accordance with all applicable laws and regulations.

Except as expressly modified herein, the terms and conditions of the Lease remain in full force and effect.



**Lessee:**  
**DeKalb County, GA**  
1300 Commerce Drive  
Decatur, Georgia 30030

X \_\_\_\_\_  
Name:  
Title:  
Fed ID No.: 596000814  
Organization Type: Municipality  
State of Organization: Georgia



**Lessor:**  
**Key Government Finance, Inc.**  
1000 S McCaslin Blvd  
Superior, Colorado 80027

By: \_\_\_\_\_  
Name:  
Title:  
**MICHAEL O'HERN**  
Senior Vice President



## Exhibit 4

EXHIBIT 1

**Property Description and Payment Schedule**

Re: **Property Schedule No. 1** to Master Equipment Lease Agreement between Key Government Finance, Inc. and DeKalb County, GA.

The Property is as follows: (see Exhibit A)

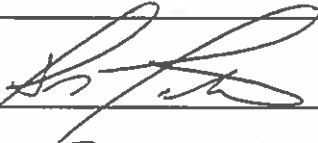
PROPERTY LOCATION: 1300 Commerce Drive, Decatur, Georgia 30030

USE: NetApp Flash and FAS w/ Maint/Train - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Rental Payment Schedule

<b>Rental Payment No.</b>	<b>Rental Payment Dates</b>	<b>Rental Payments</b>
1	04/01/2017	\$16,201.00
2	05/01/2017	\$16,201.00
3	06/01/2017	\$16,201.00
4	07/01/2017	\$16,201.00
5	08/01/2017	\$16,201.00
6	09/01/2017	\$16,201.00
7	10/01/2017	\$16,201.00
8	11/01/2017	\$16,201.00
9	12/01/2017	\$16,201.00
10	01/01/2018	\$16,201.00
11	02/01/2018	\$16,201.00
12	03/01/2018	\$16,201.00
13	04/01/2018	\$16,201.00
14	05/01/2018	\$16,201.00
15	06/01/2018	\$16,201.00
16	07/01/2018	\$16,201.00
17	08/01/2018	\$16,201.00
18	09/01/2018	\$16,201.00
19	10/01/2018	\$16,201.00
20	11/01/2018	\$16,201.00
21	12/01/2018	\$16,201.00
22	01/01/2019	\$16,201.00
23	02/01/2019	\$16,201.00
24	03/01/2019	\$16,201.00
25	04/01/2019	\$16,201.00
26	05/01/2019	\$16,201.00
27	06/01/2019	\$16,201.00
28	07/01/2019	\$16,201.00
29	08/01/2019	\$16,201.00
30	09/01/2019	\$16,201.00
31	10/01/2019	\$16,201.00
32	11/01/2019	\$16,201.00
33	12/01/2019	\$16,201.00
34	01/01/2020	\$16,201.00
35	02/01/2020	\$16,201.00
36	03/01/2020	\$16,201.00
37	04/01/2020	\$16,201.00
38	05/01/2020	\$16,201.00
39	06/01/2020	\$16,201.00
40	07/01/2020	\$16,201.00

41	08/01/2020	\$16,201.00
42	09/01/2020	\$16,201.00
43	10/01/2020	\$16,201.00
44	11/01/2020	\$16,201.00

<b>Lessee: DeKalb County, GA</b>
By: 
Name: <i>John Marasci</i>
Title: <i>CIO</i>

**EXHIBIT A**

**Property Description**

Item Number	Description	QTY
<b>NetApp All-Flash 8040 Controller + 8040 Hybrid; 48 Months Support; Installation</b>		
<b>FAS8040-R6</b>		<b>1</b>
FAS8040A-001-R6	FAS8040 High Availability System	2
SW-2-8040A-PREMBNDL-C	SW-2,Premium BNDL,8040A,-C	2
X6227-R6-C	Chassis,FAS8040/60/80 W/CNTRL Slots,AC PS,-C	1
X8712C-EN-R6-C	PDU,1-Phase,12 Outlet,30A,NEMA,EN,-C,R6	4
X870E-EN-R6-C	Cab,Lighted,Empty,No PDU,No Rails,EN,-C	1
X6584-R6-C	Cable,Ethernet,1m RJ45 CAT6,-C	1
X6594-R6-C	Cable,SAS Cntrl-Shelf/Shelf-Shelf,HA,1m,-C	2
X6536-R6-C	Cable,Cntrl-Shelf/Switch,5m,LC/LC,Op,-C	8
X6558-R6-C	Cable,SAS Cntrl-Shelf/Shelf-Shelf/HA,2m,-C	2
X6561-R6-C	Cable,Ethernet,2m RJ45 CAT6,-C	2
X6566B-05-R6-C	Cable,Direct Attach CU SFP+ 10G,0.5M,-C	4
X6566B-2-R6-C	Cable,Direct Attach CU SFP+ 10G,2M,-C	16
X2069-R6-C	HBA,4-Port SAS 3/6/12Gbps QSFP PCIe,-C	2
X1985-R6-C	12-Node Cluster Cable Label Kit,-C	1
X6596-R6-C	SFP+ FC Optical 16Gb,-C	8
X8773-R6-C	Mounting Bracket,Tie-Down,Multiple,-C,R6	1
X8783A-R6-C	Rail Kit III,Cabinet,-C	2
DS4246-SL002-24M-0P-R6-C	DSK SHLF,4x400GB,20x4TB,Mixed,0P,-C	1
DOC-80XX-C	Documents,80xx,-C	1
X1960-R6-C	ClusterNet Inter-connect,16Pt,10Gb,-C	2
X800-42U-R6-C	Power Cable,In-Cabinet,C13-C14,-C	8
OS-ONTAP1-CAP1-0P-C	OS Enable,Per-0.1TB,ONTAP,Cap-Stor,0P,-C	800
OS-ONTAP1-CAP3-0P-C	OS Enable,Per-0.1TB,ONTAP,Ultra-Stor,0P,-C	16
CS-O2-4HR-VA	SupportEdge Premium 4hr Onsite,VA	1
SW-2-CL-BASE	SW-2,Base,CL,Node	1
<b>AFF8040-R6</b>		<b>1</b>
AFF8040A-001-R6	AFF8040 HA System	2
X6227-R6-C	Chassis,FAS8040/60/80 W/CNTRL Slots,AC PS,-C	1
X6536-R6-C	Cable,Cntrl-Shelf/Switch,5m,LC/LC,Op,-C	8
X6558-R6-C	Cable,SAS Cntrl-Shelf/Shelf-Shelf/HA,2m,-C	8
X6561-R6-C	Cable,Ethernet,2m RJ45 CAT6,-C	2

X6562-R6-C	Cable,Ethernet,5m RJ45 CAT6,-C	2
X2069-R6-C	HBA,4-Port SAS 3/6/12Gbps QSFP PCIe,-C	2
DS2246-AF-3.8-24S-OP-C	SSD SHLF,AFF,24x3.8TB,OP,-C	1
X5529A-R6-C	Rackmount Kit,Swift,4-Post,Square-Hole,-C	3
X6596-R6-C	SFP+ FC Optical 16Gb,-C	8
ALL-FLASH-OPTIMIZED	Optimized SSD Personality	1
DOC-AFF80X0-C	Documents,AFF80X0,-C	1
X800-42U-R6-C	Power Cable,In-Cabinet,C13-C14,-C	6
SW-FLASH-BUNDLE-HC-C	SW,FlashBundle,Per-0.1TB,HCapUltPerf,-C	####
CS-INSTALL-AFF	Base Installation, All Flash FAS System	1
X6585-R6-C	Cable,Ethernet,3m RJ45 CAT6,-C	1
DS2246-AF-3.8-12S-OP-C	SSD SHLF,AFF,12x3.8TB,OP,-C	1
CS-O2-4HR-VA	SupportEdge Premium 4hr Onsite,VA	1
<b>DS2246-R5</b>		<b>1</b>
X800-42U-R6	Power Cable,In-Cabinet,C13-C14	2
DS2246-10.8TB-QS-R5	DSK SHLF,12x900GB,6G,QS	1
OS-ONTAP1-CAP2-OP-QS	OS Enable,Per-0.1TB,ONTAP,Perf-Stor,OP,QS	108
X8783A-R6	Rail Kit III,Cabinet	1
X8781-R6	Hardware Kit,Add-On Peripheral,Cabinet,R6	1
X6558-R6	Cable,SAS Cntrl-Shelf/Shelf-Shelf/HA,2m	4
X6560-R6	Cable,Ethernet,0.5m RJ45 CAT6	1
X6561-R6	Cable,Ethernet,2m RJ45 CAT6	2
CS-O2-4HR-VA	SupportEdge Premium 4hr Onsite,VA	1
X-SFP-H10GB-CU5M-R6	Cable,Cisco 10GBase Copper SFP+ 5m	8
X6599A-R6	SFP+ Optical 10Gb Shortwave,FAS80X0	8
<b>NetApp FAS 2554 for BB Lab</b>		
SW-2-CL-BASE	SW-2,Base,CL,Node	1
<b>FAS2554-R6</b>		<b>1</b>
FAS2554A-001-R6	FAS2554 High Availability System	2
DOC-2554-C	Documents,2554,-C	1
X6596-R6-C	SFP+ FC Optical 16Gb,-C	4
OS-ONTAP1-CAP1-1P-C	OS Enable,Per-0.1TB,ONTAP,Cap-Stor,1P,-C	400
OS-ONTAP1-CAP3-1P-C	OS Enable,Per-0.1TB,ONTAP,Ultra-Stor,1P,-C	16
X6536-R6	Cable,Cntrl-Shelf/Switch,5m,LC/LC,Op	4

Master FMV ELA-Muni Appropriation

KEYCORP CONFIDENTIAL - This is counterpart # \_\_\_\_ of \_\_\_\_ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

X6566B-05-R6	Cable,Direct Attach CU SFP+ 10G,0.5M	2
X5529A-R6	Rackmount Kit,Swift,4-Post,Square-Hole	1
X800-42U-R6	Power Cable,In-Cabinet,C13-C14	4
SW-2-2554A-PREMBNDL-C	SW-2,Premium BNDL,2554A,-C	2
FAS2554-301-R6-C	FAS2554,4x400GB,20x2TB,Mixed,-C	1
CS-O2-4HR	SupportEdge Premium 4hr Onsite	1
FAS2554-EXP-R6		1
X6558-R6	Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,2m	4
X6561-R6	Cable,Ethernet,2m RJ45 CAT6	2
X6562-R6	Cable,Ethernet,5m RJ45 CAT6	1
X5529A-R6	Rackmount Kit,Swift,4-Post,Square-Hole	1
X800-42U-R6	Power Cable,In-Cabinet,C13-C14	2
OS-ONTAP1-CAP2-1P-P	OS Enable,Per-0.1TB,ONTAP,Perf-Stor,1P,-P	216
DS2246-21.6TB-1P-SK-R5	DSK SHLF,24x900GB,IOM6,1P,SK	1
CS-O2-4HR	SupportEdge Premium 4hr Onsite	1
<b>NetApp Migration Services</b>		
PS-TM-CONSULT-DAY-TE-ZA	Consulting Day > 5 + TE, ZA Exp. 1yr. from PO	11
PS-TM-CONSULT-DAY-ZA	Consulting Day > 5, ZA Exp. 1yr. from PO	15
PS-TM-CONSULT-NB-DAY-ZA	Consulting Day >5 NonBus,ZA Exp. 1yr. from PO	3
<b>NetApp Support for Existing IBM N Series Shelves - 31 Months</b>		
CS-O2-4HR-VA	SupportEdge Premium 4hr Onsite,VA, Shelf Only, Post Warranty	1
<b>NetApp Training Units</b>		
ED-TU-1-ZA	Training Units,1,ZA,Exp.1yr from invoice date	120
NETAPP-USER-CONF-TIX-USA	NetApp Insight User Conf Ticket USA 2016	3

**Exhibit A**

Item Number	Description	QTY
<b>NetApp All-Flash 8040 Controller + 8040 Hybrid; 48 Months Support; Installation</b>		
<b>FAS8040-R6</b>		<b>1</b>
FAS8040A-001-R6	FAS8040 High Availability System	2
SW-2-8040A-PREMBNDL-C	SW-2,Premium BNDL,8040A,-C	2
X6227-R6-C	Chassis,FAS8040/60/80 W/CNTRL Slots,AC PS,-C	1
X8712C-EN-R6-C	PDU,1-Phase,12 Outlet,30A,NEMA,EN,-C,R6	4
X870E-EN-R6-C	Cab,Lighted,Empty,No PDU,No Rails,EN,-C	1
X6584-R6-C	Cable,Ethernet,1m RJ45 CAT6,-C	1
X6594-R6-C	Cable,SAS Cntrl-Shelf/Shelf-Shelf,HA,1m,-C	2
X6536-R6-C	Cable,Cntrl-Shelf/Switch,5m,LC/LC,Op,-C	8
X6558-R6-C	Cable,SAS Cntrl-Shelf/Shelf-Shelf/HA,2m,-C	2
X6561-R6-C	Cable,Ethernet,2m RJ45 CAT6,-C	2
X6566B-05-R6-C	Cable,Direct Attach CU SFP+ 10G,0.5M,-C	4
X6566B-2-R6-C	Cable,Direct Attach CU SFP+ 10G,2M,-C	16
X2069-R6-C	HBA,4-Port SAS 3/6/12Gbps QSFP PCIe,-C	2
X1985-R6-C	12-Node Cluster Cable Label Kit,-C	1
X6596-R6-C	SFP+ FC Optical 16Gb,-C	8
X8773-R6-C	Mounting Bracket,Tie-Down,Multiple,-C,R6	1
X8783A-R6-C	Rail Kit III,Cabinet,-C	2
DS4246-SL002-24M-OP-R6-C	DSK SHLF,4x400GB,20x4TB,Mixed,OP,-C	1
DOC-80XX-C	Documents,80xx,-C	1
X1960-R6-C	ClusterNet Inter-connect,16Pt,10Gb,-C	2
X800-42U-R6-C	Power Cable,In-Cabinet,C13-C14,-C	8
OS-ONTAP1-CAP1-OP-C	OS Enable,Per-0.1TB,ONTAP,Cap-Stor,OP,-C	800
OS-ONTAP1-CAP3-OP-C	OS Enable,Per-0.1TB,ONTAP,Ultra-Stor,OP,-C	16
CS-O2-4HR-VA	SupportEdge Premium 4hr Onsite,VA	1
SW-2-CL-BASE	SW-2,Base,CL,Node	1
<b>AFF8040-R6</b>		<b>1</b>
AFF8040A-001-R6	AFF8040 HA System	2
X6227-R6-C	Chassis,FAS8040/60/80 W/CNTRL Slots,AC PS,-C	1
X6536-R6-C	Cable,Cntrl-Shelf/Switch,5m,LC/LC,Op,-C	8
X6558-R6-C	Cable,SAS Cntrl-Shelf/Shelf-Shelf/HA,2m,-C	8
X6561-R6-C	Cable,Ethernet,2m RJ45 CAT6,-C	2

Master FMV ELA-Muni Appropriation

KEYCORP CONFIDENTIAL - This is counterpart # \_\_\_\_ of \_\_\_\_ manually executed counterparts. Only counterpart # 1 constitutes chattel paper



X6562-R6-C	Cable,Ethernet,5m RJ45 CAT6,-C	2
X2069-R6-C	HBA,4-Port SAS 3/6/12Gbps QSFP PCIe,-C	2
DS2246-AF-3.8-24S-OP-C	SSD SHLF,AFF,24x3.8TB,OP,-C	1
X5529A-R6-C	Rackmount Kit,Swift,4-Post,Square-Hole,-C	3
X6596-R6-C	SFP+ FC Optical 16Gb,-C	8
ALL-FLASH-OPTIMIZED	Optimized SSD Personality	1
DOC-AFF80X0-C	Documents,AFF80X0,-C	1
X800-42U-R6-C	Power Cable,In-Cabinet,C13-C14,-C	6
SW-FLASH-BUNDLE-HC-C	SW,FlashBundle,Per-0.1TB,HCapUltPerf,-C	####
CS-INSTALL-AFF	Base Installation, All Flash FAS System	1
X6585-R6-C	Cable,Ethernet,3m RJ45 CAT6,-C	1
DS2246-AF-3.8-12S-OP-C	SSD SHLF,AFF,12x3.8TB,OP,-C	1
CS-O2-4HR-VA	SupportEdge Premium 4hr Onsite,VA	1
<b>DS2246-R5</b>		<b>1</b>
X800-42U-R6	Power Cable,In-Cabinet,C13-C14	2
DS2246-10.8TB-QS-R5	DSK SHLF,12x900GB,6G,QS	1
OS-ONTAP1-CAP2-OP-QS	OS Enable,Per-0.1TB,ONTAP,Perf-Stor,OP,QS	108
X8783A-R6	Rail Kit III,Cabinet	1
X8781-R6	Hardware Kit,Add-On Peripheral,Cabinet,R6	1
X6558-R6	Cable,SAS Cntrl-Shelf/Shelf-Shelf/HA,2m	4
X6560-R6	Cable,Ethernet,0.5m RJ45 CAT6	1
X6561-R6	Cable,Ethernet,2m RJ45 CAT6	2
CS-O2-4HR-VA	SupportEdge Premium 4hr Onsite,VA	1
X-SFP-H10GB-CU5M-R6	Cable,Cisco 10GBase Copper SFP+ 5m	8
X6599A-R6	SFP+ Optical 10Gb Shortwave,FAS80X0	8
<b>NetApp FAS 2554 for BB Lab</b>		
SW-2-CL-BASE	SW-2,Base,CL,Node	1
<b>FAS2554-R6</b>		<b>1</b>
FAS2554A-001-R6	FAS2554 High Availability System	2
DOC-2554-C	Documents,2554,-C	1
X6596-R6-C	SFP+ FC Optical 16Gb,-C	4
OS-ONTAP1-CAP1-1P-C	OS Enable,Per-0.1TB,ONTAP,Cap-Stor,1P,-C	400
OS-ONTAP1-CAP3-1P-C	OS Enable,Per-0.1TB,ONTAP,Ultra-Stor,1P,-C	16
X6536-R6	Cable,Cntrl-Shelf/Switch,5m,LC/LC,Op	4

Master FMV ELA-Muni Appropriation

KEYCORP CONFIDENTIAL - This is counterpart # \_\_\_\_ of \_\_\_\_ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

X6566B-05-R6	Cable,Direct Attach CU SFP+ 10G,0.5M	2
X5529A-R6	Rackmount Kit,Swift,4-Post,Square-Hole	1
X800-42U-R6	Power Cable,In-Cabinet,C13-C14	4
SW-2-2554A-PREMBNDL-C	SW-2,Premium BNDL,2554A,-C	2
FAS2554-301-R6-C	FAS2554,4x400GB,20x2TB,Mixed,-C	1
CS-O2-4HR	SupportEdge Premium 4hr Onsite	1
FAS2554-EXP-R6		1
X6558-R6	Cable,SAS Cntlr-Shelf/Shelf-Shelf/HA,2m	4
X6561-R6	Cable,Ethernet,2m RJ45 CAT6	2
X6562-R6	Cable,Ethernet,5m RJ45 CAT6	1
X5529A-R6	Rackmount Kit,Swift,4-Post,Square-Hole	1
X800-42U-R6	Power Cable,In-Cabinet,C13-C14	2
OS-ONTAP1-CAP2-1P-P	OS Enable,Per-0.1TB,ONTAP,Perf-Stor,1P,-P	216
DS2246-21.6TB-1P-SK-R5	DSK SHLF,24x900GB,IOM6,1P,SK	1
CS-O2-4HR	SupportEdge Premium 4hr Onsite	1
<b>NetApp Migration Services</b>		
PS-TM-CONSULT-DAY-TE-ZA	Consulting Day > 5 + TE, ZA Exp. 1yr. from PO	11
PS-TM-CONSULT-DAY-ZA	Consulting Day > 5, ZA Exp. 1yr. from PO	15
PS-TM-CONSULT-NB-DAY-ZA	Consulting Day >5 NonBus,ZA Exp. 1yr. from PO	3
<b>NetApp Support for Existing IBM N Series Shelves - 31 Months</b>		
CS-O2-4HR-VA	SupportEdge Premium 4hr Onsite,VA, Shelf Only, Post Warranty	1
<b>NetApp Training Units</b>		
ED-TU-1-ZA	Training Units,1,ZA,Exp.1yr from invoice date	120
NETAPP-USER-CONF-TIX-USA	NetApp Insight User Conf Ticket USA 2016	3

## **Exhibit 5**



O.V. Brantley  
County Attorney

**DeKalb County Law Department**

**Chief Executive Officer**

Michael L. Thurmond

**Board of Commissioners**

District 1  
Nancy Jester

District 2  
Jeff Rader

District 3  
Larry Johnson

District 4  
Steve Bradshaw

District 5  
Lee May

District 6  
Kathie Gannon

District 7  
Gregory Adams

January 20, 2017

Key Government Finance, Inc.  
1000 South McCaslin Boulevard  
Superior, CO 80027

**Re: Property Schedule No. 1 to Master Equipment Lease Agreement  
between Key Government Finance, Inc. and DeKalb County, GA**

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Master Equipment Lease Agreement described above and various related matters, and my staff has reviewed a duplicate original or certified copy thereof and Property Schedule No. 1 attached thereto and executed pursuant thereto (together, the "Lease"). Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a political subdivision of the state of Georgia (the "State"), duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under applicable law to enter into the Lease, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. To the best of my knowledge, the Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee, and is a legal, valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. To the best of my knowledge, the authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, and all other laws, rules and regulations of the State.
5. To the best of my knowledge, Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Equipment Lease Agreement and the Property Schedule, in compliance with all applicable laws.

6. To the best of my knowledge, Lessee has obtained all consents and approvals of other governmental authorities or agencies that may be required for the execution, delivery, and performance by Lessee of the Transaction Documents.

7. To the best of my knowledge, the execution of the Lease and the appropriation of moneys to pay the Rental Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

8. To the best of my knowledge, there is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and/or execution of the Lease and other documents contemplated thereby; the appropriation of moneys to make Rental Payments under the Lease for the current fiscal year of Lessee; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby and, to the best of my knowledge, no such litigation or actions are threatened.

I am a member of the State Bar of Georgia. My opinions herein are limited to the laws of the State of Georgia and any applicable federal laws of the United States. I expressly disclaim any duty to update this opinion in the future for any changes of fact or law that may affect any of the opinions expressed herein.

This opinion is given as of the date hereto, and I assume no obligation to review or supplement this opinion subsequent to its date, whether by reason of a change in facts and circumstances that might change the opinions expressed herein after the date of this opinion or a change in the current applicable laws, by legislative or regulatory action, by judicial decision, or for any other reason.

The foregoing opinions are for the exclusive reliance of the named addressees set for the hereinabove for the purpose of addressing the execution and performance of the Lease. The addresses are not authorized to rely on or use this opinion for any other purpose without my express written consent in each instance.

Sincerely,



O.V. Brantley  
County Attorney

## **Exhibit 6**

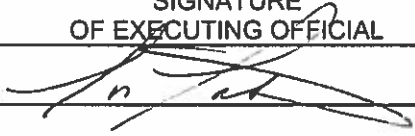
EXHIBIT 3

Lessee's Certificate

Re: Property Schedule No. 1 to Master Equipment Lease Agreement between Key Government Finance, Inc. and DeKalb County, GA.

The undersigned, being the duly elected, qualified and acting CIO of the DeKalb County, GA ("Lessee") do hereby certify, as of November 01, 2016, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held 10/11/2016 by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Equipment Lease Agreement (the "Master Agreement") by the following named representative or representatives of Lessee, to wit:

NAME OF EXECUTING OFFICIAL (Official who signed the documents.)	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
John Matelski	CIO	
And/ Or		


2. The above-named representative(s) of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Master Equipment Lease Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Equipment Lease Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Equipment Lease Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Nonappropriation (as such terms is defined in the Master Equipment Lease Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Equipment Lease Agreement.

5. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

6. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Equipment Lease Agreement or the Property Schedule or of other agreements similar to the Master Equipment Lease Agreement; (b) questioning the authority of Lessee to execute the Master Equipment Lease Agreement or the Property Schedule, or the validity of the Master Equipment Lease Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Equipment Lease Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of the Master Equipment Lease Agreement and the Property Schedule.

DeKalb County, GA
By: 
Title: IT Business Officer
<b>SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE.</b>

## **Exhibit 7**



EXHIBIT 4

Payment of Proceeds Instructions

Key Government Finance, Inc.  
1000 South McCaslin Blvd.  
Superior, CO 80027

Re: Property Schedule No. 1 (the "Property Schedule") to Master Equipment Lease Agreement between Key Government Finance, Inc. ("Lessor") and DeKalb County, GA ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee, hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: ProSYS Information Systems, Inc

By check \_\_\_\_\_ By wire transfer

If by check, Payee's address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If by wire transfer, instructions as follows:

Pay to:
Bank Name: <u>JP Morgan Chase</u>
Bank Address: <u>101 W. Broadway St., Ste 840</u>
Bank City, State, Zip: <u>San Diego, CA 92101</u>
Bank Phone:
For Account of: <u>ProSYS Information Systems, Inc.</u>
Account No.: <u>626516525</u>
ABA No.: <u>322271627</u>

DeKalb County, GA

By: [Signature]  
Name: John Matyska  
Title: CEO

## **Exhibit 8**



## **Exhibit 9**

**INVOICE INSTRUCTIONS**

(The information you provide enables us to invoice you correctly.)

DeKalb County, GA

**BILL TO ADDRESS:** Dekalb County Dept. of Innovation & Technology  
Attn: Angela Green  
3630 Camp Circle, Room 201  
Decatur, GA 30032

**BILLING CONTACT:**

First, M.I. and Last Name: Angela D. Green  
Title: IT Business officer  
Phone Number: 404-371-2374  
Fax Number: 404-687-2710

**PURCHASE ORDER NUMBER:**

Invoices require purchase order numbers: YES \_\_\_\_\_ NO

Purchase Order Number:

**FEDERAL TAX ID NUMBER:**

58-6000814

**EQUIPMENT LOCATION (If different from Billing Address):**

**ADDITIONAL INFORMATION NEEDED ON INVOICE:**

## Exhibit 10

INVOICE



Key Government Finance, Inc.  
 1000 S. McCaslin Blvd.  
 Superior CO 80027

<b>Bill to:</b> DeKalb County, GA Angela Green 1300 Commerce Drive Decatur, Georgia 30030	Invoice No.	111054102016
	Invoice Date:	October 20, 2016
	Lease No.	1800111054
	Purchase Order No.	
	Contract No.	
	CSA No.	
	ACT No.	
	Reference:	

Qty	Item	Description	Total
1	Lease Payment	Payment due April 01, 2017	\$16,201.00
		Tax	
		Balance Due	\$16,201.00

Please remit funds to: Key Government Finance, Inc. Attn: Tracy Buckskin 1000 S. McCaslin Blvd. Superior, CO 80027  Contact Phone: (720) 304-1212	<b>REMITTANCE INFORMATION</b>	
	Date:	
	Amount Due:	
	Amount Enclosed:	

- Please remember to:
- 1) Make checks payable to Key Government Finance, Inc.
  - 2) Return a copy of this invoice with your payment.
  - 3) Keep a copy of this invoice for your records.
  - 4) Direct all inquiries to the contact listed above.

Comments:

# Equipment Bill Of Sale

This **Equipment Bill Of Sale** is given by Prosys Information Systems (herein the "Seller") to Key Government Finance, Inc., its successors and assigns (herein the "Buyer").

WITNESSETH:

THAT FOR TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, Seller does hereby bargain, sell, assign, transfer and set over to Buyer, its successors and assigns, all of Seller's right, title and interest in and to the items of equipment listed on Exhibit A attached hereto (the "Equipment").

TO HAVE AND TO HOLD said Equipment, unto Buyer, its successors and assigns, forever.

Seller covenants that it has good and marketable title to said Equipment conveyed hereunder and does hereby transfer valid title thereto free and clear of any and all encumbrances, liens, charges or defects of any kind or nature whatsoever. Seller further represents and warrants that (1) the Equipment sold hereunder is transferable by Seller by its sole act and deed and that all corporate action required to authorize, approve and validate such transfer has been duly and lawfully taken, (2) Seller has not made any prior sale, assignment or transfer of the Equipment, or any interest therein to any person, corporation or entity, and (3) the Equipment is in good repair, condition, working order and in compliance with all applicable laws, rules and regulations.

AND Seller covenants that it will from time to time on demand execute any and all such further instruments which Buyer, its successors and assigns, may deem necessary, desirable or proper to effect the complete transfer of the Equipment or any interest therein unto Buyer, its successors and assigns, or better to evidence the right, title and interest of Buyer, its successors and assigns.

IN WITNESS WHEREOF, Seller has caused this instrument to be duly executed, as of the date below.

<b>Seller: Prosys Information Systems</b>
By:
Name:
Title:
Date: