

MASTER LEASE

THIS MASTER LEASE, is made by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia nonprofit corporation, and its successors and assigns ("Lessor"), and the municipal corporation of the State of Georgia signing below ("Lessee").

RECITALS:

A. Lessee desires to lease certain real or personal property from Lessor pursuant to the provisions hereof and pursuant to the authority of O.C.G.A. Section 36-60-13.

B. The real or personal property to be leased and the terms of the particular leases are to be set forth in Lease Supplements to this Master Lease from time to time.

THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I DEFINITIONS

1.1 Definitions. The following terms shall have the meanings set forth below for all purposes of this Master Lease:

"Additional Rentals" shall have the meaning ascribed to that term in Section 4.8 hereof.

"Appropriation Certificate" means an Appropriation Certificate attached as Schedule C to the form of Lease Supplement, completed and delivered to Lessee.

"Bank-Qualified Lease" means a Lease designated as a "qualified tax-exempt" obligation under Section 265(b)(3) of the Code. Each Lease hereunder shall be a Bank-Qualified Lease unless it is designated as a Non-Bank-Qualified Lease on a Lease Supplement.

"Code" means the Internal Revenue Code of 1986, as amended, and any applicable regulations thereunder.

"Event of Default" means one of the events described in Section 9.1 hereof.

"Event of Nonappropriation" means a nonrenewal of a Lease by the Lessee, determined by (i) Lessee's failure to appropriate in Lessee's annual budget for any of Lessee's fiscal years, within 30 days after the commencement of the fiscal year, with respect to each of the Leases, moneys sufficient to pay the Rentals and the Termination Payment for such fiscal year as provided herein, or (ii) receipt by Lessor of a Nonrenewal Notice. The Lessor at its option, with the consent of the Lessee (and a subsequent appropriation as described in (i) above shall be such a consent) can waive the effects of an Event of Nonappropriation.

"GMA" means Georgia Municipal Association, Inc., regardless of any assignment by it of its rights hereunder.

"Interest Portion" means that portion of Rentals attributed to interest on a Rental Schedule.

"Lease" means the leasing of any Property pursuant to a particular Lease Supplement.

"Lease Amount" means the costs associated with the Property described in the Property Schedule to the pertinent Lease Supplement.

"Lease Supplement" means a Lease Supplement hereto, in the form attached as Exhibit "E" hereto, entered into by Lessor and Lessee with respect to particular Property leased hereunder.

"Master Lease" means this Master Lease, and any amendments and Lease Supplements hereto.

"Non-Bank-Qualified Lease" means a Lease which is designated as a Non-Bank-Qualified Lease on the pertinent Lease Supplement.

"Nonrenewal Notice" means a notice delivered to Lessor pursuant to Section 3.1 hereof evidencing Lessee's intention not to renew a Lease for the subsequent Renewal Term or Ending Term.

"Permitted Encumbrances" shall mean, as of any particular time, (i) liens for taxes and assessments not then delinquent; (ii) utility, access, and other easements and rights-of-way, restrictions, and exceptions that will not interfere with the enjoyment of the Property, in the opinion of the Servicer; or (iii) such minor defects, irregularities, encumbrances and clouds on title as normally exist with respect to property similar in character to the Property as may be consented to by the Servicer.

"Property" means the land, building, structures, machinery, equipment, vehicles or other personal property leased by any Lease Supplement, together with all additions, accessories, accessions, modifications, attachments, repairs, replacements and replacement parts thereto and therefor.

"Property Schedule" means the Property Schedule attached as Schedule A to a Lease Supplement.

"Purchase Price" means the price to be paid for Lessee's purchase of the Property set forth in the Rental Schedule.

"Rental Schedule" means the Rental Schedule attached as Schedule B to a Lease Supplement, as same may be modified or amended.

"Rentals" means the amounts payable by Lessee for any Lease, described in the Rental Schedule.

"Servicer" means, individually, the entity from time to time named by Lessor as Servicer for a Lease under this Master Lease, and, collectively, all of the Servicers, as the context may require. In the event that at any time there shall be no Servicer for a Lease, Lessor shall be deemed to be Servicer.

"Site" means any portion of Property consisting of Land.

"Termination Payment" means, for each Lease, the aggregate of the Rentals due for the next succeeding Renewal Term or Ending Term, as the case may be, or the amounts shown as the Termination Payment on the Rental Schedule if the Property is real property.

The terms "Starting Date," "Ending Date," "Starting Term," "Renewal Term," "Ending Term," and "Lease Term" for any Lease are defined in the pertinent Lease Supplement.

ARTICLE II LEASING: PURCHASE OPTION

2.1 Lease Supplements.

(a) Lessor and Lessee may enter into Lease Supplements hereto with respect to the Lease of particular Property, subject to the approval of Servicer and to all of the other terms and conditions of this Master Lease, and for so long as no Event of Default or Event of Nonappropriation has occurred hereunder.

(b) GMA will send the proposed Servicer a Notice of Intent to Lease, in the form attached hereto as Exhibit "B", when GMA becomes aware that Lessee intends the execution and delivery of a Lease Supplement.

(c) Each Lease shall be entered into only for Property of the types shown on Exhibit "A" hereto and shall have a Lease Term not exceeding the maximum leasing period for such type of Property as shown on Exhibit "A" hereto, unless Servicer should approve a variance in writing for a particular Lease.

(d) Following submission of the fully completed and executed materials described in paragraph (b) above, and provided that the conditions set forth in paragraph (a) above are satisfied, Lessor, or Servicer on its behalf, will prepare a Lease Supplement and the proposed Rental Schedule and Property Schedule thereto, and forward same to

Lessee, together with forms for the additional schedules to the Lease Supplement (or any current versions thereof). Lessee must then execute the Lease Supplement and provide it, together with fully completed and executed copies of the additional schedules to the Lease Supplement to Lessor.

(e) Following receipt of the completed and executed Lease Supplement and schedules as described in paragraph (d) above, Lessor will execute the Lease Supplement, whereupon same shall constitute an effective Lease of the Property described in the Property Schedule thereto, and governed by the terms of this Master Lease.

(f) In no event will Lease Supplements having Lease Amounts aggregating in excess of any pre-approved limit of the applicable Servicer be entered into without the consent of Servicer.

2.2 Title to the Property. (a) Title to the Property initially shall be in Lessor. Lessor shall hold title to the Property during the Lease Term, to the extent required by O.C.G.A. § 36-60-13, as modified by O.C.G.A. § 36-60-15. To the extent permitted by O.C.G.A. § 36-60-13, and as authorized by O.C.G.A. § 36-60-15, at the Starting Date of each Lease pursuant to the Lease Supplement the Lessee shall be transferred title to the Property pertaining to such Lease, and Lessee shall accept such title subject to an obligation to transfer title back to the Lessor or its assignee in the event the Lease is not fully consummated. In order to best reflect the status of legal title and subject to the foregoing, Department of Motor Vehicles Certificates of Title for vehicles constituting Property shall be applied for showing the Lessee as "owner" and Lessor or the person to whom GMA assigns the Lease as the "lienholder."

(b) Should the Property constitute real property, Lessee will cause to be conveyed good and marketable title thereto to Lessor. Lessor will convey Property constituting real property by Deed to Secure Debt, and will grant a security interest in Property constituting personal property, to Servicer, as security for the Lease. The Lease shall be subject and subordinate to any such Deed to Secure Debt or security interest.

(c) The Lessee shall take any and all actions reasonably required to maintain and evidence Lessor's interest in the Property at all times during the Lease Term.

(d) Lessee hereby grants to GMA and its assigns first and prior lien and security interest in any and all rights, title and interest of Lessee in and to the Property and in all additions, attachments, accessions, accessories, repairs, replacements, improvements and substitutions, now or hereafter acquired together with the proceeds thereof.

(e) Upon the exercise of a purchase option in accordance with Sections 2.4 or 3.4 hereof, any and all right, title and interest of Lessor in and to the Property shall be transferred to and vest in Lessee, and, on request, Lessor will provide a quitclaim bill of sale to such Property. Such transfer shall be without warranty, express or implied. Lessee will accept any such purchased Property "as is" and at its current location.

2.3 Personal Property. If the Property consists of personal property, the Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be in any manner physically attached to real estate. If requested by Lessor or Servicer, Lessee will furnish a satisfactory landlord's or mortgagee's waiver with respect to the Property.

2.4 Purchase Option. Upon thirty (30) days' prior written notice from Lessee to Lessor and Servicer (and, unless all Property subject to Lease Supplements serviced by that Servicer is to be purchased, provided that there is then existing no Event of Default or event which with notice or lapse of time, or both, could become an Event of Default), Lessee will have the option to purchase any item of Property on the date specified by paying to Lessor the then applicable Purchase Price. If the item of Property is less than all of the Property covered by a Lease Supplement, the Purchase Price payable is that portion of the Purchase Price shown on the Rental Schedule corresponding to the ratio of the cost of the item of Property to be purchased to the Lease Amount. If less than all of the Property covered by a Lease Supplement is purchased, Servicer will prepare and send to Lessor and Lessee a revised Rental Schedule to reflect the removal of the purchased Property from the Lease.

ARTICLE III

TERM OF LEASES

3.1 Renewal, Expiration or Termination of a Lease Term. The current Starting Term or Renewal Term of each Lease will renew automatically on January 1 of each year for a Renewal Term or Ending Term, until the Ending Date, unless Lessee provides Lessor and Servicer by October 1 of the year preceding such January 1 a Nonrenewal Notice. Notwithstanding the foregoing, the Lease Term of a Lease will expire or terminate, as appropriate, prior to its stated term as of the first to occur of the following: (a) December 31 of the last year for which such Lease has been renewed pursuant to the terms hereof, or (b) the date of termination of the Lease by Lessor, if there occurs an Event of Default. Notwithstanding anything in this Master Lease or any Lease to the contrary, each Lease shall terminate absolutely and without further obligation on the part of the Lessee at the close of the Starting Term or last Renewal Term for which such Lease has been renewed. The parties intend that each Lease operate in conformity with and not in contravention of O.C.G.A. § 36-60-13, and in the event that any Lease would conflict therewith, the Lease and this Master Lease shall be interpreted and implemented in a manner consistent with such statute.

3.2 Effect of Nonappropriation on other Leases. Should an Event of Nonappropriation occur with respect to any Lease, Lessor may by notice to Lessee deem such event to be the exercise of Lessee's purchase option pursuant to Section 2.4 hereof with respect to any or all other Leases that the pertinent Lessor holds. In connection with any such purchase, that Lessor, upon payment of amounts owing to it hereunder, will cooperate with Lessee at the request and expense of Lessee, in transferring that Lessor's interest in such Lease and the Property to a new lessor in lieu of transferring title on purchase to Lessee.

3.3 Delivery of Property Following Expiration or Termination. If an Event of Default or an Event of Nonappropriation with respect to a Lease occurs hereunder, Lessee will then (or, in the case of an Event of Nonappropriation only, on December 31 of the last year for which such Lease has been renewed pursuant to the terms hereof) surrender peaceably possession of the Property to the pertinent Lessor in good condition and repair, normal wear and tear excepted. Property constituting personal property shall be prepared by Lessee for shipment in accordance with Lessor's or its assignee's specifications and freight prepaid and insured to any location in the continental United States designated by that Lessor; provided further, however, until the Property is actually delivered to that Lessor, the risk of loss shall remain with Lessee or its assignee. Property that is real property shall be vacated by the Lessee on demand. That Lessor will have all legal and equitable rights and remedies to enforce its rights, including but not limited to, the right to take possession of the Property. On request, Lessee shall execute and deliver to that Lessor such deeds, bills of sale, assignments, releases or other instruments as necessary or desirable to vest or confirm in Lessor or its assignee all right, title and interest of Lessee in the Property.

3.4 Purchase Upon Ending Date. Should a Lease continue to be renewed throughout the Lease Term and should there exist no Event of Default, Lessee shall have the option to purchase the Property on the Ending Date for the sum of \$1, and shall be deemed to have exercised such option unless it shall have provided notice of the non-exercise of such option to Lessor at least 30 days prior to the Ending Date.

ARTICLE IV PAYMENT OBLIGATIONS

4.1 Rentals Payable. The Lessee shall pay the Rentals in the amounts, at the times, and in the manner set forth in the Rental Schedule attached as Exhibit B to the Lease Supplement.

4.2 Termination Payment. The Lessee shall pay to the Lessor the Termination Payment upon expiration or termination of the Lease Term of a Lease pursuant to Section 3.1 hereof, except upon expiration on the Ending Date. Furthermore, if Lessee has not made an appropriation with respect to the Lease of moneys sufficient to pay the Rentals and Termination Payment payable in the fiscal year of Lessee in which the following January 1 falls, on or prior to the last business day of each calendar year, Lessee shall pay the Termination Payment to Lessor; provided, however, that if Lessee makes such appropriation by the following February 1, the obligation to make the Termination Payment pursuant to the second sentence of this Section 4.2 shall be null and void, and the Termination Payment, if received by Lessor, shall be returned to Lessee.

4.3 Covenants Regarding Appropriations.

(a) Lessee will cause its budget officer (i) to include in its annual budget proposal a request or requests for the amounts necessary to pay the Rentals and the Termination Payment for each Lease during the fiscal year of Lessee that is the subject of such budget, and (ii) to take such further action (or cause the same to be taken) as may be necessary or desirable to assure the availability of moneys actually appropriated to pay such Rentals and the Termination Payment.

(b) The Lessee will provide to Lessor an Appropriation Certificate for each Lease, with respect to the current fiscal year, within 15 days of the adoption of each annual budget.

(c) Lessee shall notify Lessor in writing promptly, and prior to February 1 of each Renewal Term or Ending Term, of the amount of any deficiency in appropriations for the Leases and whether or not Lessee believes such deficiency will cause it to be unable to pay Rentals coming due hereunder during the current Renewal Term or Ending Term.

4.4 Limitations on Liability. The provisions of this Section 4.4 shall apply notwithstanding anything herein to the contrary.

(a) Nothing in this Master Lease shall be construed to require the governing body of Lessee to make any future appropriation of money to pay any Rentals, the Termination Payment, the Purchase Price or other amounts owing hereunder.

(b) All payments required to be made by Lessee hereunder constitute current expenses of Lessee, and Lessee's obligations hereunder are from year to year only and do not constitute a mandatory payment obligation of Lessee in any ensuing calendar year beyond the current calendar year in contravention of O.C.G.A. Section 36-60-13, as amended. No provision hereof shall be construed or interpreted as creating a general obligation or other indebtedness of Lessee or the State of Georgia, within the meaning of any constitutional or statutory debt limitation. This Master Lease does not directly or indirectly obligate Lessee to make any payments hereunder beyond those appropriated for Lessee's then current calendar year.

4.5 Payment; Late Payments. All payments required to be made by Lessee hereunder shall be paid in lawful money of the United States of America, by check drawn against funds of Lessee, at the office of Servicer or in such other manner or at such other place as may be agreed to by Servicer and Lessee. All payments required to be made by Lessee hereunder not paid within 10 days of the due date shall, unless waived by the Lessor, bear additional interest equal to five percent (5%) of the delinquent amount.

4.6 Tax Treatment of Rentals.

(a) Each Lease is entered into on the basis that the Interest Portion of the Rentals is not includable in the gross income of the pertinent Lessor for Federal income tax purposes and, unless it is a Non-Bank-Qualified Lease, that Lessor's assignee's may deduct at least 80% of its interest costs with respect to the Lease under Section 265(b)(3) of the Code.

(b) For the purposes of this Section 4.6, the following terms are defined as follows:

"Adjusted Rate" means that rate of interest that must be applied to a Lease Amount so as to preserve the same after-tax economic yield with respect to the corresponding Interest Portion of Rentals on a Lease as that Lessor (including specifically any assignee of the Interest Portion) would have had if the Interest Portion had been excludable from gross income for Federal income tax purposes, and if such Lessor's interest expense allocable to the Lease had been deductible from gross income.

"Event of Taxability" means a determination by the Internal Revenue Service, any court of competent jurisdiction, or bond counsel acceptable to Lessor that the Interest Portion of Rentals on a Lease is includable in gross income for Federal income tax purposes.

"Federal Tax Rate" means the maximum marginal Federal income tax rate applicable to corporations.

(c) Following the occurrence of an Event of Taxability: (i) Lessee shall pay to that Lessor within thirty days of billing a sum equal to (A) the increase in the Interest Portion when computed at the Adjusted Rate for the period from the effective date of the Event of Taxability to the effective date of the modification described in (ii) below, and (B) all interest, penalties and other similar charges payable by that Lessor to the Internal Revenue Service as a result of the Event of Taxability; and (ii) Servicer shall modify the Interest Portion of the Rentals under the Rental Schedule for the Lease Supplement for all future periods to reflect the Adjusted Rate, and provide notice thereof to that Lessor and Lessee, which adjusted Rentals Lessee shall thereafter pay.

(d) Should the Federal Tax Rate change from time to time following any Starting Date, Servicer shall modify the Interest Portion of the Rentals under the Rental Schedule for the Lease Supplement for all future periods by a fraction the numerator of which is 100% minus the Federal Tax Rate as so changed and the denominator of which is 100% minus the previous Federal Tax Rate, which adjusted Rentals Lessee shall thereafter pay.

(e) Should the deduction for interest expense for obligations described in Section 265(b)(3) or any successor provision of the Code be reduced after the Starting Date of any Lease, Servicer shall modify the Interest Portion of the Rentals under the Rental Schedule for the Lease Supplement pertaining to all Leases (other than Non-Bank-Qualified Leases) for all future periods so as to preserve the same after-tax economic yield with respect to the Interest Portion as Lessor (including specifically any assignee of the Interest Portion) had prior to such reduction, which adjusted Rentals Lessee shall thereafter pay.

(f) Lessee specifically designates each Lease (other than a Non-Bank-Qualified Lease) under this Master Lease as a "qualified tax-exempt obligation" as provided by Code Section 265(b)(3) ("Qualified Obligation"). Upon determination by bond counsel acceptable to Lessor that a Lease (other than a Non-Bank-Qualified Lease) is not a Qualified Obligation, Servicer will: (A) adjust the Interest Portion of the Rental Schedule to preserve that Lessor's after-tax economic yield with respect to interest, taking into account the interest expense deduction unavailable for that reason, which adjusted Rentals Lessee will thereafter pay, and (B) will invoice Lessee for the amount necessary to preserve that Lessor's after-tax economic yield with respect to the Interest Portion of Rentals previously paid on such Lease, taking into account the interest expense deduction unavailable for that reason, which amount Lessee will pay within ten days. Lessee will take no action which will directly or indirectly affect the deductibility of that portion of Lessor's interest expense allocable to a Lease (other than a Non-Bank-Qualified Lease).

(g) Servicer's determinations of adjustments or amounts under this Section 4.6 shall be conclusive.

4.7 Additional Rentals. In addition to the Rentals, Lessee shall pay on a timely basis, but only from legally available funds appropriated for such purposes, to the parties entitled thereto an amount or amounts (the "Additional Rentals") for the calendar year to which the following items apply or relate, equivalent to the sum of the following: (i) the out-of-pocket expenses of the Lessor relating to the Property not otherwise required to be paid by the Lessee under the terms of this Lease, (ii) the costs of taxes and charges as required under Section 5.4 hereof; (iii) any other fees, costs, levies, charges, taxes, assessments or expenses that the Lessor is required to pay in connection with this Lease or the Property.

ARTICLE V
MAINTENANCE; TAXES; INSURANCE;
AND OTHER MATTERS

5.1 Use; Repairs. Lessee will use, maintain and operate the Property in good order, condition and repair, ordinary wear and tear excepted, and in a safe and a careful manner for the use contemplated, and shall comply with all laws, ordinances, insurance policies and regulations relating thereto, and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessor shall have no responsibility for the condition of the Property, which Lessee accepts "as-is," or for the maintenance or repair of the Property. Lessee shall not attach or incorporate the Property constituting personal property to or in any other item of equipment in such a manner that the Property becomes or may be deemed to have become an accession to or a part of such other property. Lessee, at its expense, will keep the Property in good repair and operating condition and furnish all parts, mechanisms and devices required thereto. If the Property is such as is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement. In addition, if any parts or accessories forming part of the Property

shall from time to time become worn out, lost, destroyed, damaged beyond repair or otherwise permanently rendered unfit for use, Lessee, at its own expense, will within a reasonable time replace such parts or accessories, or cause the same to be replaced, by replacement parts or accessories which are free and clear of all liens, encumbrances or rights of others and having a value and utility at least equal to the part or accessories replaced (assuming such replaced parts or accessories were in the condition and repair required to be maintained by the terms hereof). All property, accessories, parts and replacements for or which are added to or become attached to the Property which are essential to the operation of the Property or which cannot be detached from the Property without materially interfering with the operation of the Property or adversely affecting the value and utility which the Property would have had without the addition thereof, shall immediately be deemed incorporated in the Property and subject to the terms of the Lease as if originally leased thereunder, and title thereto shall vest in Lessor. Each Lease shall be deemed and construed to be a "net-net-net lease," and Lessee hereby agrees that the Rentals provided for therein shall be an absolute net return to the Lessor free and clear of any expenses, charges or setoffs whatsoever, except as otherwise specifically provided hereon.

5.2 Alterations. Lessee will not make any alterations, additions or improvements to the Property without Lessor's prior written consent, unless such alterations, additions or improvements shall not diminish the value or utility of the Property or impair the utility or condition thereof. Title to all parts or improvements incorporated or installed in, on or attached to or added to the Property constituting personal property as the result of such alteration, addition or improvement shall, without further act, be with the Property, and Lessee shall execute and deliver to Servicer such further assurances as may be required to assure that the pertinent Lessor shall have a perfected security interest therein; provided, however, that Lessee may, at any time, remove and not replace a part of Property constituting personal property, if no Event of Default has occurred and is continuing and such part (i) is in addition to, and not in replacement of or substitution for, any part originally incorporated or installed in or attached to the Property or any part in replacement of, or substitution for, any such part, (ii) is not required to be incorporated or installed in or attached or added to the Property pursuant to this Section 5.2, and (iii) can be removed from the Property without diminishing or impairing the value, utility or condition which the Property would have had at such time had such alteration, addition or improvement not occurred.

5.3 Location; Inspection. Property constituting personal property will not be removed from, or if the Property consists of vehicles, its permanent base will not be changed from, the Lessee, without Lessor's prior written consent. Lessor and the Servicer and their agents will be entitled to enter upon the Property location or elsewhere during reasonable business hours to inspect the Property or observe its use and operation.

5.4 Liens and Taxes. Lessee shall keep the Property free and clear of all levies, liens and encumbrances except those created under this Master Lease and Permitted Encumbrances. Lessee shall pay, when due, and, to the extent permitted by law, hold Lessor and the Servicer harmless against, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the leasing, rental, sale, purchase, ownership, possession or use of the Property, whether imposed upon Lessor, Servicer or Lessee, excluding, however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor or Servicer shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor or Servicer pays any charge or tax for which Lessee is responsible or liable under this Master Lease, Lessee shall reimburse Lessor or Servicer therefor plus interest on any unreimbursed amounts from the date of payment by Lessor at the Servicer's Prime Rate until the date of reimbursement.

5.5 Cooperation. The Lessor shall cooperate fully with Lessee at the expense of Lessee in filing any proof of loss with respect to any insurance policy maintained pursuant to this article.

5.6 Insurance. Unless Servicer otherwise should consent in writing, Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage and property damage insurance with respect to the Property in customary amounts. In lieu of such insurance, Lessee may cover the Property under the programs of the Georgia Interlocal Risk Management Agency, authorized by O.C.G.A. Section 36-85-1 et seq. Each such insurance policy or coverage agreement will name Lessee as an insured and the pertinent Lessor as loss payee, and will contain a clause requiring the insurer to give the loss payee at least thirty (30) days prior written notice of any alteration in the terms of such policy or agreement or the cancellation thereof. The proceeds of any such insurance policies or coverage agreement will be payable to Lessee, Lessor or their respective assigns as their interests may

appear. In the event of any loss, theft, destruction, damage, injury, accident or condemnation involving the Property, Lessee will (a) promptly provide Servicer with written notice thereof and make available to Lessor all information and documentation relating thereto, and (b) at the option of Lessor, (i) exercise its purchase option under Section 2.4 hereof or (ii) promptly and fully replace or restore the Property or repair the Property to its condition prior to such loss, theft, damage, vandalism, destruction or condemnation, and cause such repaired, restored or replaced Property to be conveyed to Lessor or its assigns and leased hereunder. Lessor will provide any net proceeds of such insurance or coverage agreement or of condemnation for such purpose, but Lessee shall satisfy any further obligation from its own funds. Lessee shall be obligated to pay to Lessor an amount equal to the difference of the value of the Property immediately before the casualty or taking occurred (assuming the Property was then of the value or utility and in the condition and repair required to be maintained by the terms hereof) and the value of the Property after any such replacement, restoration and repair; any such payment shall reduce the Rentals for the Property and the Servicer shall send an appropriate modification to the rental Schedule to Lessor and Lessee. Any such repaired or replaced Property shall be owned by Lessor and be leased hereunder, and Lessee shall execute such further assurances as may be required to place such title in Lessor. No loss, theft, destruction, damage, injury, accident or condemnation involving the Property shall obviate or diminish the obligation of Lessee to pay Rentals hereunder. All of the Lessee's property of any kind that may be on or about the Property or placed in the custody of any of the Lessee's employees or agents shall be held at the sole risk of the Lessee, and the Lessor shall have no liability to the Lessee for any theft or loss thereof or damage thereto from any cause whatsoever.

ARTICLE VI DISCLAIMER OF WARRANTIES: INDEMNIFICATION

6.1 Disclaimer of Warranties. THE LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE PROPERTY, INCLUDING THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY THE LESSEE OF THE PROPERTY OR WITH RESPECT TO PATENT INFRINGEMENT. THE LESSEE ACKNOWLEDGES THAT THE LESSOR IS NOT A MANUFACTURER OF THE PROPERTY OR A DEALER THEREOF, AND THAT THE LESSEE IS LEASING THE PROPERTY AS-IS. In no event shall Lessor be liable for incidental, indirect, special or consequential damages, in connection with or arising out of this Master Lease or for the existence, furnishing, functioning or Lessee's use and possession of the Property.

6.2 Unconditional Obligation. Lessee's payment obligations under this Master Lease are unconditional, notwithstanding any claim, defense, set-off or counterclaim against Lessor or otherwise. Lessee's sole remedy for the breach of any vendor's or manufacturer's warranty or representation shall be against the vendor or manufacturer, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Master Lease, including the right to receive full and timely payments hereunder.

6.3 Additional payments Covenants. To the extent permitted by law, and as part of the consideration for the use of the Property, Lessee shall and hereby agrees to pay to Lessor, the Servicer, and any successors or assigns the amounts of any and all claims, losses, damages, actions, proceedings, expenses, or liabilities, including legal fees and expenses and court costs, arising in connection with the Property (but not due to the negligence or wrongful acts of such parties or the breach of their obligations hereunder), including but not limited to claims, losses, damages, actions, proceedings, expenses, or liabilities arising out of (i) the use, maintenance, condition or management of the Property by Lessee, (ii) any breach or default on the part of Lessee in the performance of any of its obligations under this Master Lease, (iii) any act or negligence of Lessee or of any of its agents, contractors, servants, employees or licensees with respect to the Property, (iv) any act or negligence of any assignee or sublessee of Lessee with respect to the Property, or (v) the acquisition of the Property or the authorization of payment of the costs thereof by Lessee.

6.4 Assurance Against Invalidity. To the extent permitted by law, and as part of the consideration for the use of the Property, in the event that any court of competent jurisdiction should finally determine that a Lease is invalid for any reason, any interest of Lessee in the Property shall terminate and title thereto shall be in Lessor, and Lessee shall pay to Lessor the amount of all loss and expense as a result of such invalidity; provided, that funds for the

satisfaction of such obligation shall be limited to amounts as may be appropriated for the payment of amounts due under the Lease or other funds lawfully available for the payment thereof.

ARTICLE VII

ASSIGNMENTS; SERVICERS

7.1 Assignments by Lessee. Neither this Master Lease, any Lease Supplements, nor any interest of Lessee herein or in the Property shall be mortgaged, pledged, assigned, subleased or transferred by Lessee, except with the express written consent of Lessor and Servicer.

7.2 Assignments by Lessor. Any Leases, the related Lease Supplements, the Lessor's interests in the pertinent Property, any related documents, and the Lessor's rights, powers and remedies under this Master Lease with respect to such Leases may be assigned and reassigned in whole or in part by Lessor to one or more assignees, and Lessee agrees upon receipt of notice of such assignment to fully recognize any such assignee as Lessor to the extent provided by such assignments. Lessee agrees to execute and deliver any further assurances requested by such an assignee to confirm the interests of the assignee. Following any such assignment, the term "Lessor" hereunder shall refer to the assignee with respect to the pertinent Lease, or to all such assignees, as the context shall require. Any assignment or reassignment of rights under Leases must be registered by filing same with Lessee, and GMA will keep a complete and accurate record of such assignments and reassignments as necessary to comply with Section 149(a) of the Code.

7.3 Servicers. Lessor may appoint one or more Servicers of Leases, and each such appointee shall be the "Servicer" hereunder with respect to the Leases to which the appointment applies. Unless Lessor appoints a different Servicer with respect to a Lease, the assignee of the Lease shall be the Servicer for such Lease.

ARTICLE VIII

REPRESENTATIONS, COVENANTS AND WARRANTIES

8.1 Representations, Covenants, and Warranties of the Lessee. The Lessee hereby represents, covenants, and warrants on a continuing basis as follows:

(a) Lessee is a municipal corporation duly created and existing under a charter enacted by the General Assembly of Georgia. The Lessee has the power and authority to enter into the transactions contemplated by this Master Lease and each Lease in effect, and to carry out such obligations. The Lessee has been duly authorized to execute and deliver this Master Lease and each Lease in effect.

(b) The Master Lease and each Lease Supplement have been duly authorized, executed and delivered by the Lessee and constitute its legal, valid, binding obligations, enforceable in accordance with their terms. The Lessee is not subject to any legal or contractual limitation or provision of any nature whatsoever which in any way limits, restricts or prevents Lessee from entering into this Master Lease and each Lease in effect or performing any of such obligations. There exists no default or "Event of Default", under the Master Lease and each Lease Supplement, and each is in full force and effect.

(c) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or known to be threatened against or affecting Lessee or any of the Leases, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect any of the Leases, the transactions contemplated by this Master Lease or any of the Leases, or any other agreement or instrument to which Lessee is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Master Lease and each Lease Supplement.

(d) The entering into and performance of this Master Lease and each Lease in effect will not violate any judgment, order, law, charter or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Property pursuant to, any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound.

(e) All requirements have been met and proceeds have occurred in order to ensue the enforceability of this Master Lease and each Lease in effect, and Lessee has complied or will comply with such public bidding requirements as

may be applicable to this Master Lease and each Lease in effect and the acquisition of the Property and the conveyance of Property to Lessor. No officer or employee of the Lessee has violated O.C.G.A. §§ 45-10-3 or 45-10-23 in connection with the transactions contemplated by the Master Lease.

(f) The payment of the amounts due hereunder or any portion thereof will not be (i) secured by any interest in property used or to be used in a trade or business or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business, within the meaning of Section 141(a) of the Code. None of the Property will be used in any such trade or business.

(g) The Property is essential to the proper, efficient and economic operation of Lessee, and during the term hereof, the Property will be used by Lessee, or by other departments and agencies of Lessee consistent with the permissible scope of Lessee's authority for the purpose of performing one or more essential governmental or proprietary functions.

(h) The Property that is subject to each Lease has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the Ending Date under the pertinent Lease.

(i) Lessee has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations.

(j) The proceeds of each Lease will not be used in a manner and no other action will be taken or omitted that would cause such Lease to be an "arbitrage bond" under Section 148 or a "private activity bond" under Section 142 of the Internal Revenue Code of 1986, as amended and regulations promulgated under that Section.

(k) Lessee shall furnish to Servicer Lessee's annual financial statements as soon as available, and shall permit Servicer, Lessor or their agents and representatives to inspect Lessee's books and records and make extracts therefrom. Lessee will furnish such other or more current financial information as the Servicer may request from time to time;

(l) All financial statements delivered to Lessor or Servicer fairly and accurately reflect Lessee's financial condition as of the date thereof. There has been no material adverse change in Lessee's financial condition since the date of the last financial statements submitted to Lessor or the Servicer.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

9.1 Events of Default Defined. The following shall be "Events of Default" under this Master Lease:

(a) Failure by Lessee to pay any payment required to be paid hereunder within 10 days of the due date; provided, however, that Lessee shall have until the following February 1 to cure any failure to pay the Termination Payment required pursuant to the second sentence of Section 4.2 hereof;

(b) Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed herein, in a Lease Supplement or otherwise with respect hereto, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by the Servicer or Lessor;

(c) The subjection of any right or interest of Lessee under this Master Lease to any execution, garnishment or attachment, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the filing of a receivership or similar proceeding with respect to Lessee or the imposition of a lien or encumbrance on the Property other than a Permitted Encumbrance; or

(d) Any representation or warranty of Lessee in this Master Lease or in a Lease Supplement shall be untrue in a material respect.

9.2 Remedies on Default.

(a) Whenever any Event of Default shall have occurred, Lessor or its assigns may take any one or more of the following remedial steps: Terminate any or all of the Leases in which it has an interest and declare all installments of Rentals for such Leases payable for the remainder of the then current calendar year (if an appropriation has been made therefor) to be immediately due and payable; take possession of any or all of the Property in which it has an interest with or without terminating the pertinent Leases and without any liability to Lessee for such repossession, and lease or sell or relet all or any portion of such Property; take whatever action at law or in equity which may appear necessary or desirable to collect the amounts then due and thereafter to become due to it, or to enforce performance and observance of any obligation, agreement or covenant of Lessee under this Master Lease; take such other actions or remedies permitted by law or the terms of this Master Lease.

(b) Following an Event of Default, with respect to any item of Property or Lease, Lessor or its assigns may exercise the rights and remedies with respect to an Event of Default set forth in this Master Lease, including without limiting the generality of the foregoing, termination of Leases in which it has an interest and acceleration of the related Rentals to the extent provided in (a) above, as to any or all Property in which it has an interest or any or all Leases in which it has an interest whether or not otherwise in default. All remedies hereunder are cumulative. No exercise of a remedy hereunder shall be deemed an election or preclude the use of another remedy.

ARTICLE X MISCELLANEOUS

10.1 Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments or designations hereunder by either party to the other shall be in writing and shall be sufficiently given and served upon the other party, if sent by United States registered mail, return receipt requested, postage prepaid and addressed as follows: If to GMA: Georgia Municipal Association, Inc., 201 Pryor Street, S.W., Atlanta, Georgia 30303, Attention: Lease Program Manager. If to the Servicer or a Lessor: at the addresses provided from time to time to the Lessee. If to the Lessee: at the address set forth by its signature below. Any such person may by notice indicate another address.

10.2 Miscellaneous. This Master Lease is made under the Constitution and laws of the State of Georgia and is to be so construed. This Master Lease may be simultaneously executed in any number of counterparts. If any one or more of the terms, provisions, promises, covenants or conditions of this Master Lease, or the application thereof to any person or circumstance, shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Master Lease shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law. This Master Lease and the covenants, conditions and agreements herein contained shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto. The captions and headings used throughout this Master Lease are for convenience of reference only, and the words contained herein shall not be deemed to affect the meaning of any provision or the scope or intent of this Master Lease, nor in any way affect this Master Lease. This Master Lease shall not be construed against the drafting party, but shall be construed to accomplish its purposes and its intended meaning. This Master Lease and the Exhibits hereto, which are incorporated herein by this reference, constitute the entire agreement of the parties. No agreement shall be effective to amend this Master Lease unless such agreement is in writing and signed by the parties hereto. Time is of the essence to this Master Lease Agreement and to each and all of the provisions hereof.

10.3 Survival. All representations, warranties, covenants and agreements of Lessee made herein or in any other document or certificate referred to herein or contemplated hereby are material, shall be deemed to have been relied upon by Lessor and shall survive the execution and delivery of this Master Lease and any Lease Supplement and the expiration of the Lease Terms.

10.4 Term of Agreement. This Master Lease may be terminated by either Lessee or GMA by written notice to the other and to the Servicer when no Leases are outstanding hereunder. Otherwise, this Master Lease will continue for a term of thirty (30) years, subject to renewal by mutual consent of Lessor and Lessee.

IN WITNESS WHEREOF, GMA AND LESSEE HAVE CAUSED THIS MASTER LEASE TO BE EXECUTED UNDER SEAL BY THEIR DULY AUTHORIZED OFFICERS, AS OF

_____.

LESSOR:
(SEAL)

GEORGIA MUNICIPAL ASSOCIATION, INC.

By: _____
Executive Director

Attest: _____
Financial Services Program Manager

Date of Execution: _____

LESSEE:
(SEAL)

CITY OF ROSWELL

Signed by: _____

Print Name: _____

Title: _____

Attested by: _____

Print Name: _____

Title: _____

Date: _____

Address: _____

Attn: _____

EXHIBITS

- A. Property Types and Maximum Leasing Periods
- B. Notice of Intent to Lease
- C. Master Lease Ordinance/Resolution
- D. City Attorney Opinion (Master Lease)
- E. Form of Lease Supplement