

**Schedule No. 05
EXHIBIT A**

June 29, 2015

DESCRIPTION OF EQUIPMENT

RE: Master Lease Purchase Agreement dated as of April 15, 2013, between Tax-Exempt Leasing Corp. (Lessor) and Town of Allenstown (Lessee)

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

Quantity	Serial Number	Type, Make, Model
1		2015 Ford Police Interceptor SUV with Police Modifications

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

Address

City

State

County

Lessee: Town of Allenstown

Signature

Printed Name and Title

Date

**Schedule No. 05
EXHIBIT B**

June 29, 2015

SCHEDULE OF PAYMENTS

Rate: 3.29%

Payment Number	Payment Date	Payment	Interest	Principal	Purchase Option Price*
1	6/29/2015	\$ 10,773.84	\$ -	\$ 10,773.84	NA
2	6/29/2016	\$ 10,773.84	\$ 675.40	\$ 10,098.44	\$ 10,691.44
3	6/29/2017	\$ 10,773.84	\$ 343.17	\$ 10,430.67	\$ -
Totals		\$ 32,321.52	\$ 1,018.57	\$ 31,302.95	

** Assumes that all rental payments and additional rentals due on and prior to that date have been paid.*

Lessee: Town of Allentown

Signature

Printed Name and Title

Date

Schedule No. 05
EXHIBIT C

June 29, 2015

CERTIFICATE OF ACCEPTANCE

RE: Master Lease Purchase Agreement dated as of April 15, 2013, between Tax-Exempt Leasing Corp. (Lessor) and Town of Allenstown (Lessee) and Schedule No. 05 thereto dated as of June 29, 2015.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 05 (the "Lease"). I hereby certify that:

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

Lessee: Town of Allenstown

Signature

Printed Name and Title

Date

**Schedule No. 05
EXHIBIT C**

June 29, 2015

**Schedule No. 05
EXHIBIT C**

June 29, 2015

PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 05 (the "Lease"). I hereby certify that:

1. The Equipment described below (comprising part of the Equipment described on Lease Exhibit A) has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to the vendor described below net proceeds of the Lease in the amount specified by wire transfer or by check. Such amount has not formed the basis for a previous request for payment.
2. Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes.
3. Rental Payments are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Equipment	Amount
2015 Ford Police Interceptor SUV	\$27,273.00

Vendor Name and Address: Irwin Automotive Group
59 Bisson Avenue, Laconia, NH 03246

Lessee: Town of Allenstown

Signature

Printed Name and Title

**Schedule No. 05
EXHIBIT C**

June 29, 2015

PAYMENT REQUEST AND PARTIAL ACCEPTANCE CERTIFICATE

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 05 (the "Lease"). I hereby certify that:

1. The Equipment described below (comprising part of the Equipment described on Lease Exhibit A) has been delivered and installed in accordance with Lessee's specifications and Lessee hereby requests and authorizes Lessor to disburse, or direct the escrow agent to disburse, to the vendor described below net proceeds of the Lease in the amount specified by wire transfer or by check. Such amount has not formed the basis for a previous request for payment.
2. Lessee has conducted such inspection and/or testing of such Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts such Equipment for all purposes.
3. Rental Payments are due and owing as set forth in Exhibit B to the Lease.
4. Lessee has obtained insurance coverage as required under the Lease.
5. Lessee is exempt from all personal property taxes and is also exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

Equipment	Amount
Upfit for 2015 Ford Police Interceptor SUV	\$4,329.95

Vendor Name and Address: Ossipee Mountain Electronics
PO Box 832 Whittier Hwy, Moultonboro, NH 03254

Lessee: Town of Allenstown

Signature

Printed Name and Title

Schedule No. 05
EXHIBIT D

OPINION OF COUNSEL

(Must be Re-typed onto attorney's letterhead)

June 29, 2015

Tax-Exempt Leasing Corp.
203 E. Park Ave.
Libertyville, IL 60048

RE: Master Lease Purchase Agreement dated as of April 15, 2013, between Tax-Exempt Leasing Corp. (Lessor) and Town of Allentown (Lessee) and Schedule No. 05 thereto dated as of June 29, 2015.

WAIVED

Schedule No. 05
EXHIBIT E

June 29, 2015

LESSEE RESOLUTION

RE: Master Lease Purchase Agreement dated as of April 15, 2013, between Tax-Exempt Leasing Corp. (Lessor) and Town of Allenstown (Lessee) and Schedule No. 05 thereto dated as of June 29, 2015.

At a duly called meeting of the Governing Body of the Lessee (as defined in the Agreement) held on _____
_____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of Schedule No. 05 dated as of June 29, 2015 to the Master Lease Purchase Agreement dated as of April 15, 2013, between **Town of Allenstown** (Lessee) and **Tax-Exempt Leasing Corp.** (Lessor).
2. **Approval and Authorization.** The Governing Body of Lessee has determined that the Agreement and Schedule, substantially in the form presented to this meeting, are in the best interests of the Lessee for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Agreement and Schedule by the Lessee and hereby designates and authorizes the following person(s) to execute and deliver the Agreement and Schedule on Lessee's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Agreement and Schedule.

Authorized Individual(s): _____
(Printed or Typed Name and Title of individual(s) authorized to execute the Agreement)

In addition to the Authorized Individual(s) above, the Governing Body of Lessee further authorizes the following individual to sign any Payment Request and Partial Acceptance Certificate form and/or Final Acceptance Certificate:

Authorized Individual(s): _____
(Printed or Typed Name and Title of individual(s) authorized to execute any Payment Request and Partial Acceptance Certificate and/or Final Acceptance Certificate)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

By: _____
(Signature of Secretary, Board Chairman or other member of the Governing Body, who is not listed as "Authorized Individual" above)

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

Attested By: _____
(Signature of one additional person who can witness the passage of this Resolution)

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

Schedule No. 05
EXHIBIT F

June 29, 2015

BANK QUALIFIED CERTIFICATE

RE: Master Lease Purchase Agreement dated as of April 15, 2013, between Tax-Exempt Leasing Corp. (Lessor) and Town of Allenstown (Lessee) and Schedule No. 05 thereto dated as of June 29, 2015.

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

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

1. **Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 as amended (the "Code"), the Lessee hereby specifically designates the Agreement and this Schedule as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Lessee hereby represents that the Lessee will not designate more than \$10,000,000 of obligations issued by the Lessee in the calendar year during which the Agreement is executed and delivered as such "qualified tax-exempt obligations".
2. **Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Lessee hereby represents that the Lessee (including all subordinate entities of the Lessee within the meaning of Section 265(b)(3)(E) of the Code) reasonable anticipates not to issue in the calendar year during which the Agreement and Supplement are executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

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

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

Schedule No. 05
EXHIBIT G

June 29, 2015

AGREEMENT TO PROVIDE INSURANCE

Lessee:

Name: Town of Allenstown
Address: 16 School Street
Allenstown, New Hampshire 03275
Phone: 603-485-4276

Lessor:

Name: Tax-Exempt Leasing Corp.
Address: 203 E. Park Ave.
Libertyville, IL 60048
Phone: 847-247-0771

Description of Equipment: 2015 Ford Police Interceptor SUV and Upfit

I understand that to provide protection from serious financial loss, should an accident or loss occur, my lease contract requires the equipment to be continuously covered with insurance against the risks of fire and theft, and that failure to provide such insurance gives the Lessor the right to declare the entire unpaid balance immediately due and payable. Accordingly, I have arranged for the required insurance through the insurance company shown below and have requested my agent to note Lessor's interest in the equipment and **Tax-Exempt Leasing Corp. and/or its assigns as additional insured and loss payee.** I have instructed our insurance company to **fax proof of coverage to 847-247-0772**, as soon as possible.

NAME OF AGENT

INSURANCE COMPANY

Name: _____

Name: _____

Address: _____

Policy #: _____

Phone: _____

Email: _____

Lessee: Town of Allenstown

Signature

Printed Name and Title

**Schedule No. 05
EXHIBIT H**

June 29, 2015

LESSEE CERTIFICATE

RE: Master Lease Purchase Agreement dated as of April 15, 2013, between Tax-Exempt Leasing Corp. (Lessor) and Town of Allenstown (Lessee) and Schedule No. 05 thereto dated as of June 29, 2015.

I, the undersigned, hereby certify that I am a duly qualified representative of Lessee and that I have been given the authority by the Governing Body of Lessee to sign this Certificate of Acceptance with respect to the above referenced Master Lease Purchase Agreement and Schedule No. 05 thereto (the "Lease"). I hereby certify that:

1. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current Budget Year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current Budget Year.

2. The governing body of Lessee has approved the authorization, execution and delivery of the Lease on its behalf by the authorized representative of Lessee who signed the Lease.

3. During the term of the Lease, the Equipment will be used for essential governmental functions. Such functions are:

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

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

Lessee: Town of Allenstown

Signature

Printed Name and Title

**Schedule No. 05
Exhibit I**

June 29, 2015

**NOTICE OF ASSIGNMENT
AND
LETTER OF DIRECTION**

Tax-Exempt Leasing Corp. ("Lessor") hereby gives notice to Town of Allenstown ("Lessee") that it has assigned all of its rights to receive payments under the Master Lease Purchase Agreement dated April 15, 2013, Schedule No. 05 dated June 29, 2015, as set out in Section 7.01, and in any of the Equipment now or hereafter leased thereunder, including without limitation all amounts of rent, insurance, and condemnation proceeds, indemnity or other payment proceeds due to become due as a result of the sale, lease or other disposition of the Equipment, all rights to receive notices and give consents and to exercise the rights of the Lessor under the Lease, and all rights, claims and causes of action which Assignor may have against the manufacturer or seller of the Equipment in respect of any defects therein.

This Master Lease Purchase Agreement requires three (3) annual payments in the amount of \$10,773.84. As of the date of assignment, three (3) payments remain on the contract and should be forwarded to the assignee at the following address:

*Santander Bank, N.A.
d.b.a. Santander Leasing, LLC
P.O. Box 14565
Reading, PA 19612*

FEIN: 23-1237295

*Please list the following as lien holder on vehicle titles:

*Santander Bank, N.A.
3 Huntington Quadrangle, #101N
Melville, NY 11747*

Any assigned payments received by Lessor are received in trust for assignee and will be immediately delivered to Assignee.

Lessee: Town of Allenstown

Lessor: Tax-Exempt Leasing Corp.

Signature

Signature

Printed Name and Title

Mark M. Zaslavsky, President

Printed Name and Title

Date

Date