

LEASE SCHEDULE NO. 17572

Dated As Of August 22, 2013

This Lease Schedule, together with its Payment Schedule and Acceptance Certificate attached hereto and made a part hereof, is attached and made a part of the Master Lease-Purchase Agreement described below ("Master Lease") between the Lessee and Lessor named below (the Master Lease, together with this Lease Schedule and its attachments, "Equipment Lease"). All terms and conditions of the Master Lease are incorporated herein by reference as if same had been set forth herein in full. Unless otherwise defined herein, capitalized terms defined in the Master Lease will have the same meaning when used herein.

Master Lease-Purchase Agreement dated August 24, 2012 Master Lease No.: 16030

Lessee: City of Hartford, Connecticut

Lessor: Grant Capital Management, Inc.


A. EQUIPMENT DESCRIBED: The Equipment includes all of the property described on Schedule A-1 to the Acceptance Certificate attached hereto and made a part hereof.

B. EQUIPMENT LOCATION: TBD

C. ESSENTIAL USE; CURRENT INTENT OF LESSEE: Lessee represents and agrees that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rental Payments if funds are appropriated in each fiscal year by its governing body.

D. RENTAL PAYMENTS; LEASE TERM: The Rental Payments to be paid by Lessee to Lessor, the commencement date thereof and the Lease Term of this Lease Schedule are set forth on the Payment Schedule attached to this Lease Schedule. 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 Equipment Lease during the current Fiscal Year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current Fiscal Year. Lessee anticipates that sufficient funds shall be made available to make all Rental Payments due in subsequent Fiscal Years.

E. RE-AFFIRMATION OF THE MASTER LEASE: Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Sections 6.1, 16 and 17 thereof). No event or condition that constitutes, or with notice or lapse of time, or both would constitute an Event of Default or a Non-Appropriation Event, exists at the date hereof.

 Equipment/Escrow Acceptance Date: _____

LESSEE:
City of Hartford, Connecticut

By:

Title: Mayor

LESSOR:
Grant Capital Management, Inc.

By:

Title:

By:

Title: Corporation Counsel

By:

Title: Finance Director

By:

Title: City Treasurer

Master Lease No.: 16030
Lease Schedule No.: 17572

SCHEDULE A-1
Equipment Description

Lease Schedule No. 17572 Dated August 22, 2013

The Equipment described below includes all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

Equipment Location: TBD
Hartford, CT

Equipment Description: Technology Equipmem
(including Serial Numbers)

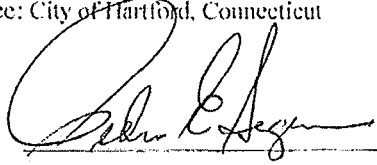
[Expected] Equipment Purchase Price	<u>\$1,350,000.00</u>
[Minus Lessee Down Payment/Trade-in	<u>\$</u> /USE IF TRADE IN]
[Net] Amount Financed	<u>\$1,350,000.00</u>

This Schedule A-1 is attached to an Acceptance Certificate relating to the Lease Schedule.

Lessee: City of Hartford, Connecticut

Lessor: Grant Capital Management, Inc.

By:



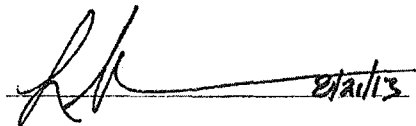
Handwritten signature of the Mayor of Hartford, Connecticut.

Title: Mayor

By:

Title:

By:



Handwritten signature of the Corporation Counsel, dated 2/11/13.

Title: Corporation Counsel

By:



Handwritten signature of the Finance Director.

Title: Finance Director

By:



Handwritten signature of the City Treasurer.

Title: City Treasurer

Master Lease No. 16030
Lease Schedule No. 17572

PAYMENT SCHEDULE

This Payment Schedule is attached and made a part of the Lease Schedule identified below which is part of the Master Lease-Purchase Agreement identified therein, all of which are between the Lessee and Lessor named below.

Lessee: City of Hartford, Connecticut

Lessor: Grant Capital Management, Inc.

Lease Schedule No. 17572 Dated August 22, 2013

Accrual Date: _____

Amount Financed: \$1,350,000.00

Interest Rate: 1.609 % per annum

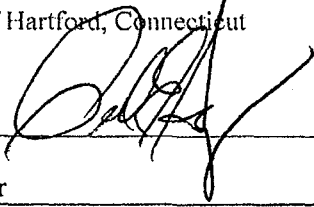
Rent Number	Rent Date	Rent Payment	Interest Portion	Principal Portion	Termination Value
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See Attached Amortization Schedule

Lessee: City of Hartford, Connecticut

Lessor: Grant Capital Management, Inc.

By:

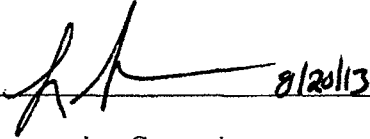


Title: Mayor

By:

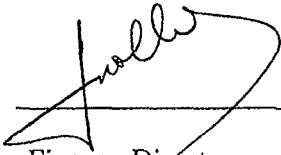
Title:

By:

 8/20/13

Title: Corporation Counsel

By:



Title: Finance Director

By:



Title: City Treasurer

Compound Period: Annual

Nominal Annual Rate: 1.609%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	8/22/2013	1,350,000.00	1		
2 Payment	8/22/2014	283,171.57	5	Annual	8/22/2018

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Termination Value
Loan 8/22/2013				1,350,000.00
2013 Totals	0.00	0.00	0.00	
1 8/22/2014	283,171.57	21,721.50	261,450.07	1,088,549.93
2014 Totals	283,171.57	21,721.50	261,450.07	
2 8/22/2015	283,171.57	17,514.77	265,656.80	822,893.13
2015 Totals	283,171.57	17,514.77	265,656.80	
3 8/22/2016	283,171.57	13,240.35	269,931.22	552,961.91
2016 Totals	283,171.57	13,240.35	269,931.22	
4 8/22/2017	283,171.57	8,897.16	274,274.41	278,687.50
2017 Totals	283,171.57	8,897.16	274,274.41	
5 8/22/2018	283,171.57	4,484.07	278,687.50	0.00
2018 Totals	283,171.57	4,484.07	278,687.50	
Grand Totals	1,415,857.85	65,857.85	1,350,000.00	

Last interest amount decreased by 0.01 due to rounding.

ESCROW FUNDING. SCHEDULE ADDENDUM

Dated As Of August 22, 2013

Lease Schedule No. 17572

Lessee: City of Hartford, Connecticut

Escrow Agent: First Niagara Bank, N.A.

Escrow Agreement dated as of August 22, 2013

Amount To Be Deposited Into Escrow: \$1,350,000.00 ("Lessor's Deposit")

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("Master Lease") by and between First Niagara Leasing, Inc. ("Lessor") and the above lessee ("Lessee"). As used herein, "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Addendum amends and modifies the terms and conditions of the Lease and is hereby made a part of the Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Lease, Lessor and Lessee hereby agree to amend the Lease as follows:

1. Lessee and Lessor together with the above Escrow Agent ("Escrow Agent") have entered into the above Escrow Agreement ("Escrow Agreement") establishing an Escrow Account ("the Account") which the Escrow Agent will hold on behalf of the Lessee and from which the Purchase Price of the Equipment will be paid.

2. Lessor shall deposit such amount into the Account as is required by the Escrow Agreement, which amount shall be used by the Lessor to pay the balance of the Purchase Price of the Equipment by direct payment to the Supplier of the Equipment.

3. Upon Lessee's execution of the Escrow Agreement, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Escrow Agreement and to perform its obligations under the Escrow Agreement, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Escrow Agreement has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; and (c) the Escrow Agreement is authorized under, and the authorization, execution and delivery of the Escrow Agreement complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and public investment laws) and all applicable judgments and court orders.

4. It shall be an additional event of default under the Lease if Lessee fails to pay or perform any of its obligations under the Escrow Agreement or this Addendum or if any of the representations of Lessee in the Escrow Agreement or this Addendum prove to be false, misleading or erroneous in any material respect.

5. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

City of Hartford, Connecticut
(Lessee)

By: [Signature]
Title: Mayor

Grant Capital Management, Inc.
(Lessor)

By: _____
Title: Authorized Representative

By: [Signature] 2/20/13
Name: L. John Jan Jordan, Esq.
Title: Corporation Counsel Deputy

By: [Signature]
Name: JULIO MOLLEDA
Title: Finance Director

By: [Signature]
Name: Adam M. Cloud
Title: City Treasurer

LEASE ESCROW AGREEMENT

Dated as of August 22, 2013

This Escrow Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Agreement") is made and entered as of the date set forth above by and among the Escrow Agent identified below ("Escrow Agent"), the Lessee identified below ("Lessee") and ("Lessor").

Escrow Agent: First Niagara Bank, N.A.

Lessee: City of Hartford, Connecticut

For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals.

1.01 Lessor and Lessee have entered into the Lease identified below (a copy of which is attached to this Agreement as Exhibit A) whereby Lessor has agreed to lease and sell certain property described therein (the "Equipment") to Lessee, and Lessee has agreed to lease and purchase the Equipment from Lessor, in the manner and on the terms set forth in the Lease.

1.02 "Lease" means, collectively, the Lease Schedule identified below and the Master Lease-Purchase Agreement identified in said Lease Schedule (to the extent that it relates to said Lease Schedule) together with all exhibits, schedules, addenda, riders and attachments thereto.

Lease Schedule No. 17572

1.03 **LESSOR'S DEPOSIT:** \$1,350,000.00 Lessor shall pay or cause to be paid to the Escrow Agent to the amount of the Lessor's Deposit which will be credited to the Equipment Acquisition Fund established in Section 2 hereof. To the extent that the Purchase Price of the Equipment exceeds the Lessor's Deposit, Lessee shall either deposit with Escrow Agent funds which will be credited to the Equipment Acquisition Fund and used to pay the balance of the Purchase Price of the Equipment or Lessee shall pay such balance directly to the suppliers.

1.04 **FUNDING EXPIRATION DATE:** _____. Lessee and Lessor agree that all equipment should be delivered and installed, and all funds disbursed from the Equipment Acquisition Fund, no later than the above Funding Expiration Date.

1.05 Under the Lease, Lessee will cause each item of Equipment to be ordered from the applicable suppliers. Lessee shall furnish to Lessor as soon as available, a copy of the purchase orders or purchase contracts for all Equipment ordered pursuant to the Lease, showing the Supplier, the Purchase Price and the estimated delivery dates.

1.06 Subject to such control by Lessee and Lessor as is provided herein, Lessor and Lessee agree to employ the Escrow Agent to receive, hold, invest and disburse the moneys to be paid to the Escrow Agent as described in Section 1.03, all as hereinafter provided. The Escrow Agent shall not be obligated to assume or perform any obligation of Lessee or Lessor under the Lease or of any supplier with respect to any Equipment by reason of anything contained in this Agreement. Any funds in the Equipment Acquisition Fund not needed to pay the Purchase Price of Equipment will be paid to Lessor or Lessee, all as hereinafter provided.

1.07 This Agreement is not intended to alter or change in any way the rights and obligations of Lessor and Lessee under the Lease, but is entirely supplemental thereto. The terms capitalized in this Agreement but not defined herein shall have the meanings given to them in the Exhibit A.

1.08 Each of the parties hereto has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto.

Section 2. Equipment Acquisition Fund.

2.01 The Escrow Agent shall establish a special escrow fund designated as the Equipment Acquisition Fund (the "Equipment Acquisition Fund"), shall keep such fund separate and apart from all other funds and money held by it, and shall administer such fund as provided in this Agreement.

2.02 The Lessor's Deposit and any funds deposited by Lessee under Section 1.03 hereof shall be credited to the Equipment Acquisition Fund which shall be used to pay the balance of the Purchase Price of each item of Equipment payable with respect thereto upon receipt of all of the following:

- (a) a Receipt Certificate/Payment Request executed by Lessor and Lessee which describes the items of Equipment for which payment is to be made and specifies each Supplier and its address and the applicable portion of the Purchase Price of the items of Equipment to be paid;
- (b) the suppliers' invoices specifying the applicable portion of the Purchase Price of the items of Equipment described in said Receipt Certificate; and
- (c) if the item of Equipment is a titled vehicle, a copy of the Manufacturer's Statement of Origin (MSO) covering such item showing Lessor as first and sole lienholder.

2.03 If Lessor delivers to the Escrow Agent written notice of the occurrence of an event of default under the Lease or of a termination of the Lease due to a non-appropriation event or non-renewal event under the Lease, then the Escrow Agent shall immediately remit to Lessor the remaining balance of the Equipment Acquisition Fund.

2.04 Upon the Escrow Agent's receipt of a Full Funding Notice (as hereinafter defined), the Escrow Agent shall apply the balance remaining in the Equipment Acquisition Fund:

first, to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and

second, to Lessor to be applied by Lessor for benefit of Lessee either: (a) toward the principal portion of the Rent Payment next coming due under the Lease; or (b) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall prepare and deliver to Lessee a revised Payment Schedule reflecting such partial prepayment of principal.

"Full Funding Notice" means the Final Receipt Certificate/Payment Request which confirms that all Equipment covered by the Lease has been delivered to and accepted by Lessee under the Lease and that the full amount of the Lessor's Deposit has been paid to the applicable suppliers.

2.05 Upon the Funding Expiration Date stated in Section 1.04 above, the Escrow Agent shall apply the balance of the Lessor's Deposit remaining in the Equipment Acquisition Fund:

first, to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and

second, to Lessor to be applied by Lessor for benefit of Lessee either: (a) toward the principal portion of the Rent Payment next coming due under the Lease; or (b) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall prepare and deliver to Lessee a revised payment Schedule reflecting such partial prepayment of principal.

Upon the Funding Expiration Date stated in Section 1.04 above, the Escrow Agent shall apply the interest earnings on the Lessor's Deposit as set forth in Section 2.04 above.

2.06 The Escrow Agent shall not be responsible for the sufficiency of the moneys credited to the Equipment Acquisition Fund to make the payments herein required.

Section 3. Escrow Agent's Authority; Indemnification.

3.01 The Escrow Agent may: act in reliance upon any writing, notice, certificate, instruction, instrument or signature which it, in good faith, believes to be genuine; assume the validity and accuracy of any statement or assertion contained in such a writing, notice, certificate, instruction or instrument; and assume that any person purporting to give any such writing, notice, certificate, instruction or instrument in connection with the provisions hereof has been duly authorized to do so. Except as expressly provided otherwise in this Agreement, the Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form of, the manner of execution of, or the validity, accuracy or authenticity of any writing, notice, certificate, instruction or instrument deposited with it, nor as to the identity, authority or right of any person executing the same. The Escrow Agent's duties hereunder (including, without limitation, its duties as to the safekeeping, investment and disbursement of moneys in the Equipment Acquisition Fund) shall be limited to those specifically provided herein.

3.02 Lessee, to the extent permitted by law and valid appropriation, and Lessor jointly and severally shall indemnify, defend and save harmless the Escrow Agent from any and all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of-pocket and incidental expenses and fees and expenses of in house or outside counsel) ("Losses") arising out of or in connection with (i) its execution and performance of this Agreement, except to the extent and that such Losses are due to the gross negligence or willful misconduct of the Escrow Agent, or (ii) its following instructions or directions from Lessee or the Lessor, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The provisions of this Section 4.02 shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent for any reason. The indemnifications set forth herein are intended to and shall include the indemnification of all affected agents, directors, officers and employees of the Escrow Agent. In no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

3.03 The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or of any acts or omissions of any kind unless caused by the Escrow Agent's gross negligence or willful misconduct. None of the provisions contained in this agreement shall require the Escrow Agent to use or advance its own funds in the performance of any of its duties or the exercise of any of its rights or powers hereunder.

Section 4. Escrow Agent Fees.

\$N/A ("Acceptance Fee") As compensation for Escrow Agent's services hereunder, Lessee agrees to pay Escrow Agent the above Acceptance Fee; provided, that Escrow Agent will waive the Acceptance Fee so long as the Qualified Investment for the Lessor's Deposit shall be an eligible deposit of any bank affiliate of the Escrow Agent and/or any bank affiliate of the Lessor. If the Acceptance Fee is payable by Lessee, then Lessee authorizes Escrow Agent either to deduct said Acceptance Fee from the interest and earnings otherwise payable to Lessee under this Agreement or to bill and collect said Acceptance Fee at the Funding Expiration Date. In addition, Lessee agrees to reimburse Escrow Agent for its reasonable out-of-pocket costs and expenses and any extraordinary fees and expenses for performing its obligations hereunder (including, but not limited to, attorney's fees and expenses) and to pay all other amounts expressly due and payable to Escrow Agent hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

First Niagara Bank, N.A.

By: _____

Title: _____

Grant Capital Management, Inc.
("Lessor")

By: _____

Title: Authorized Representative

City of Hartford, Connecticut
("Lessee")

By:  _____

Title: Mayor

Approved as to form and legality:

By:  8/20/13

Name: L. John Van Nardong, Esq.

Title: Corporation Counsel Deputy

By:  _____

Name: Julio Mouleda

Title: Finance Director

By:  _____

Name: Adam M. Cloud

Title: City Treasurer

**LESSEE CERTIFICATE
AND
CERTIFICATE AS TO ARBITRAGE**

Re: Master Lease Purchase Agreement dated as of August 24, 2012 between Grant Capital Management, Inc. ("**Lessor**") and City of Hartford, Connecticut Master Lease No. 16030 and Lease Schedule No. 17572 dated as of August 22, 2013 (collectively, the "**Equipment Lease**").

The undersigned, being the duly elected, qualified and acting Chief Operating Officer of the City of Hartford, Connecticut ("**Lessee**"), do hereby certify, as of August 22, 2013 as follows:

1. Lessee is a governmental unit with general taxing powers. Lessee shall assure that not in excess of five percent (5%) of the proceeds from the execution and delivery of the Equipment Lease is used (directly or indirectly) in a Private Business Use. For purposes hereof, "Private Business Use" shall mean any use directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and use as a member of the general public.

2. The payment of the principal of, or interest on, no portion of the proceeds from the execution and delivery of the Equipment Lease is (under the terms of such Equipment Lease or any underlying arrangement), directly or indirectly (A) secured by any interest in (i) property used or to be used for a Private Business Use or (ii) payments in respect of such property or (B) to be derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used for a Private Business Use.

3. No portion of the proceeds from the execution and delivery of the Equipment Lease is to be used (directly or indirectly) to make or finance loans to persons other than "governmental units," as such term is used in Section 141(c) of the Internal Revenue Code of 1986, as amended and the regulations and rulings promulgated thereunder (collectively, the "**Code**").

4. Lessee will not take any action or permit or suffer any action to be taken if the result of the same would be to cause payments due pursuant to the Equipment Lease to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

5. The proceeds from the execution and delivery of the Equipment Lease do not constitute a "refunding bond" as that term is defined in Section 149(d)(3) of the Code.

6. The Equipment Lease is not being executed to enable Lessee to exploit the difference between tax exempt and taxable interest rates to gain a material advantage and increase the burden on the market for tax exempt obligations in any manner, including, without limitation, by executing an Equipment Lease that would not otherwise be executed, or executing

an Equipment Lease for a greater amount, or executing it sooner or permitting it to remain outstanding longer than would otherwise be necessary.

7. There are no funds or accounts established or held by Lessee (other than the Principal Amount held under the Escrow Agreement set forth below) which are reasonably expected to be used to pay debt service on the Equipment Lease or which are pledged as collateral for the Equipment Lease and for which there is reasonable assurance that amounts therein will be available to pay debt service on the Equipment Lease if Lessee encounters financial difficulties.

8. No other governmental obligations are being issued at substantially the same time and sold pursuant to a common plan of financing which will be paid out of (or have substantially the same claim to be paid out of) substantially the same source of funds as the payments due under the Equipment Lease.

9. (a) This certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with the Equipment Lease (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, Lessor shall apply \$1,350,000.00 (the "Principal Amount") toward the acquisition of the Equipment and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

(b) The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in the Lease Schedule. The Principal Amount will be deposited in escrow by Lessor on the date of issuance of the Financing Documents and held by First Niagara Bank, N.A., as escrow agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Lease Escrow Agreement dated as of August 22, 2013 (the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.

(c) It is contemplated that the entire Principal Amount deposited in escrow will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof.

10. (a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by _____, 20____.

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the

Code unless (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the date of the issuance of the Financing Documents, (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: (A) At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the date of issuance of the Financing Documents; (B) at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and (C) one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents (iii) Lessee meets with the requirements set forth in Section 148(f)(4)(D) of the Code, or (iv) the Lessee reasonably estimates that the yield on the investment of the Principal Amount is less than the yield of the Equipment Lease.

11. (a) Lessee has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment. Lessee shall have allocated, within three (3) years from the date of the issuance of the Financing Documents, an amount equal to at least eighty-five percent (85%) of the Principal Amount toward the costs of the Equipment.

(b) An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield of four (4) years or more.

12. 100% of the "spendable proceeds" (as that term is defined in the Code) of the proceeds from the execution and delivery of the Equipment Lease is expected to be expended to pay Equipment costs.

13. The date of execution of the Equipment Lease has been determined solely on the basis of bona fide financial reasons, and to obtain a favorable rate of interest, and has not been determined with a view to prolonging the period between the execution of the Equipment Lease and the expenditure of the proceeds thereof.

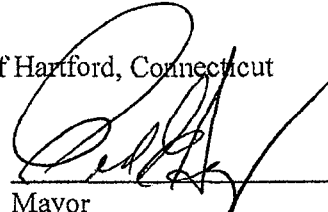
14. The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" within the meaning of Section 148(a) of the Code. Any monies which are earned from the investment of these funds shall be the property of the Lessee.

15. As provided in the Escrow Agreement, the Escrow Agent has agreed to retain and provide records of investments, earnings and drawdowns thereon with respect to the proceeds of the Lease Schedule held in the Escrow Acquisition Fund (as that term is defined in the Escrow Agreement). Within fifteen (15) days after a "computation date" (as defined in Regulation 1.148-1(b)) the Lessee may request such investment and drawdown information in connection with the calculation and payment of a rebate amount.

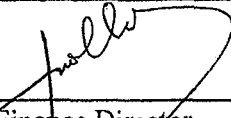
16 The representations, warranties, covenants and agreements contained Section 17 of the Equipment Lease are hereby made by the Lessee as of the date hereof and such provisions are incorporated by reference herein.

17. The Lessee will cause an information reporting return on IRS Form 8038-G to be accurately completed and duly filed under Section 149(e) of the Code not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Equipment Lease is entered into. A copy of Form 8038-G is attached as Exhibit A to this Certificate.

City of Hartford, Connecticut

By: 
Title: Mayor

By:  8/20/13
Title: Corporation Counsel

By: 
Title: Finance Director

By: 
Title: City Treasurer

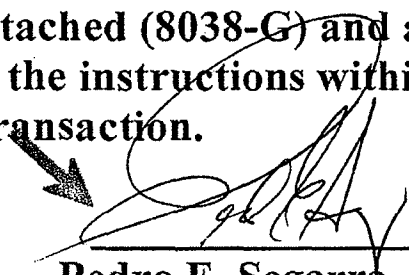
IMPORTANT

**Please be sure to complete the attached
IRS form (8038-G)**

**Please return a signed COPY of the
attached form along with your signed
lease documents.**

**Please sign the statement below and
return it with the completed (8038-G)
form**

**I have completed the attached (8038-G) and agree to
mail it into the IRS per the instructions within 15 days
of the funding of this transaction.**



Pedro E. Segarra, Mayor

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name City of Hartford, Connecticut		2 Issuer's employer identification number (EIN) 06-6001870
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 550 Main Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Hartford, Connecticut 06103		7 Date of issue 08/22/2013
8 Name of issue \$1,350,000 Grant Capital Management Inc. Lease Schedule No. 17572		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Julio C. Molleda, Director of Finance		10b Telephone number of officer or other employee shown on 10a (860) 757-9606

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ► servers, computers	18	1,350,000
19 If obligations are TANs or RANs, check only box 19a	► <input type="checkbox"/>	
If obligations are BANs, check only box 19b	► <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box	► <input checked="" type="checkbox"/>	

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	08/22/2018	\$ 1,350,000	\$ 1,350,000	5.00 years	1.6090 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35** 0
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) **36a** 0
- b** Enter the final maturity date of the GIC ▶ _____
- c** Enter the name of the GIC provider ▶ _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37** 0
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ _____
- c** Enter the EIN of the issuer of the master pool obligation ▶ _____
- d** Enter the name of the issuer of the master pool obligation ▶ _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ _____
- c** Type of hedge ▶ _____
- d** Term of hedge ▶ _____
- 42** If the issuer has superintegrated the hedge, check box ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ☒
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement ▶ _____
- b** Enter the date the official intent was adopted ▶ _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative

08/22/13

Date

Julio C. Molleda, Director of Finance

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

David M. Panico

Preparer's signature

David M. Panico

Date

08/22/13

Check ☐ if self-employed

PTIN

P01080801

Firm's name ▶ Robinson & Cole LLP

Firm's EIN ▶ 06-0512640

Firm's address ▶ 280 Trumbull St., Hartford, CT 06013

Phone no. (860) 275-8200

ROBINSON & COLE^{LLP}

280 Trumbull Street
Hartford, CT 06103-3597
Main (860) 275-8200
Fax (860) 275-8299

August 22, 2013

First Niagara Leasing, Inc.
726 Exchange St., Suite 900
Buffalo, NY 14210

Re: Lessee: City of Hartford, Connecticut
Lessor: Grant Capital Management, Inc.
Lease Schedule No. 17572 dated August 22, 2013 together with its Master Lease-Purchase Agreement dated as of August 24, 2012 by and between the above-named Lessee and the above-named Lessor, Master Lease No. 16030

Ladies and Gentlemen:

We have acted as counsel to Lessee with respect to the Lease Schedule and its Addenda, the Master Lease-Purchase Agreement and its Addenda (collectively, the "Equipment Lease"), and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements, the certified proceedings of the Lessee with respect to the matter and such other documents as we have deemed necessary for the purposes of this opinion.

As to questions of fact material to our opinion, we have relied upon the certified transcript of proceedings and other certificates of public officials furnished to us, without undertaking to verify such facts by independent investigation. We have also, and with your permission, relied upon an Officer's Certificate of the Lessee relating to the Agreements attached hereto as Exhibit A (the "Officer's Certificate").

The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain requirements which must be met at and subsequent to the delivery of the Lease Schedule in order for the interest component of the payments received by Lessor under the Lease Schedule ("Interest Component") to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the Interest Component to be included in gross income for federal income tax purposes retroactive to the date of delivery of the Lease Schedule.

With respect to matters stated herein to be "to our knowledge" or words of similar import, we have consulted with officials or other representatives of the Lessee who by reason of their positions would be expected to have knowledge of the relevant facts, and with certain attorneys currently in this firm who have given current substantive legal attention to the affairs of the Lessee, and nothing has come to our attention in the course of such consultations which has caused us to believe that such statements as to our knowledge are incorrect.



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First Niagara Leasing, Inc.

August 22, 2013

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We have assumed the authenticity of all documents submitted to us as originals and the conformity with the originals of all documents submitted to us as copies. We have assumed the genuineness of all signatures, other than those of the Lessee, on the Agreements, and assumed the competency of each natural person executing the Agreements.

We express no opinion as to the laws of any jurisdiction other than the laws of the State of Connecticut ("State") and the federal laws of the United States specifically referenced herein. We have not been engaged nor have we undertaken to review the accuracy, completeness or sufficiency of any offering material relating to the Agreements, and we express no opinion relating thereto.

Based on the examination, we are of the opinion, as of the date hereof, as follows:

1. Lessee is a political subdivision of the State, duly organized, existing and operating under the Constitution and the laws of the State.
2. Lessee is authorized and has the power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and federal laws affecting creditor's remedies generally and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee and its governing body relating to the transactions contemplated thereby have been performed in accordance with all applicable local, state and federal laws.
5. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Agreements.
6. To the best of our knowledge, based on such inquiry and investigation as we have deemed sufficient and the Officer's Certificate, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges the organization or existence of Lessee, the authority of its officers, the proper authorization, approval and execution of any of the Agreements or any documents relating thereto, the appropriation of moneys to make payments under the Agreements for the current fiscal year, the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby, or the provisions in the Agreements made for the payment of or security for the Agreements.



ROBINSON & COLE^{LLP}

First Niagara Leasing, Inc.
August 22, 2013
Page 3

7. Lessee is a political subdivision of the State as referred to in Section 103 of the Code and the Interest Component will be excluded from gross income for federal income tax purposes.

Legislation affecting the exclusion from gross income of interest on State or local bonds, such as the Interest Component, is regularly under consideration by the United States Congress. There can be no assurance that legislation enacted or proposed after the date hereof will not reduce or eliminate the benefit of the exclusion from gross income of the Interest Component or adversely affect the market price of the Equipment Lease.

The foregoing is subject to the following:

a. No opinion is expressed as to the enforceability of (i) provisions related to self-help, (ii) provisions related to waiver of remedies (or the delay or omission of enforcement thereof), disclaimers, releases of legal or equitable rights, discharge of defenses, or liquidated damages, (iii) provisions releasing, exculpating or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction to the extent the action or inaction involves its own negligence, recklessness, willful misconduct, unlawful conduct or conduct against public policy, or (iv) any particular remedy where another remedy has been selected.

b. Provisions in the Agreements which permit the Lessor to make determinations, to take actions or to require that payments be made may be subject to requirements that such determinations be made, actions be taken or payments be required on a reasonable basis and in good faith.

c. We make no statement and express no opinion as to: (i) the existence of, status of title to, or ownership of any interest in any Equipment described in the Agreements; (ii) the accuracy of any description of any Equipment described in the Agreements; (iii) the existence of any liens, easements or other restrictions, encumbrances or limitations on any property described in the Agreements; (iv) the priority of the liens on, or security or other interests in, any property purported to be granted in the Agreements; (v) the creation, validity, enforceability or perfection of any security or other interest purported to be created by the Agreements with respect to any item of Equipment; (vi) the enforceability of any particular provision of the Agreements relating to (A) waivers of rights to object to jurisdiction or venue, or consents to jurisdiction or venue, (B) waivers of rights to (or methods of) service of process, or rights to trial by jury, or other rights or benefits bestowed by operation of law, (C) waivers of any applicable defenses, setoffs, recoupments, counterclaims or rights to bring suit or other actions, (D) waivers or variations of provisions which are not capable of waiver or variation, (E) waivers of rights granted by the Constitution of the United States of America, the Constitution of the State or by federal or Connecticut law, (F) the grant of powers of attorney or proxies to the Lessor, or the grant of powers to, or the enforceability of documents for the benefit of, third party beneficiaries named therein, (G) exculpation or exoneration clauses, indemnity clauses, and clauses relating to releases or waivers of unmatured claims or rights, (H) submission to binding arbitration, (I) any requirement that property insurance be provided in amounts which exceed the full replacement value of the insured property, (J) the imposition or collection of



ROBINSON & COLE LLP

First Niagara Leasing, Inc.

August 22, 2013

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interest on overdue interest, providing for a penalty rate of interest or late charges on overdue or defaulted obligations, the payment of any premium or liquidated damages, or any other amount which may be held by any court to be a "penalty" or a "forfeiture", or (K) limitation of liability that purports to limit any duty or responsibility; (vii) whether any specific provision contained in the Agreements may be unenforceable by reason of being contrary to the principles of public policy; (viii) the effect of suretyship defenses, or defenses in the nature thereof, with respect to obligations of any applicable guarantor, joint obligor, surety, accommodation party, or other secondary obligor; or (ix) the effect of so-called "usury savings clauses" or other provisions of the Agreements purporting to deal with compliance with usury laws or other laws relating to limitations on the amount of interest or other similar charges which lenders may make or receive in connection with lending transactions.

The opinions above express the professional judgment of the attorneys participating in the transaction as to the legal issues addressed herein. By rendering such opinions, the undersigned does not become an insurer or guarantor of that expression of professional judgment or of the transaction opined upon, nor does the rendering of this opinion guarantee the outcome of any legal dispute that may arise out of the transaction. The opinions expressed above are based upon such laws as are in effect on the date hereof and we expressly disclaim any undertaking to advise you of any subsequent changes therein.

We are issuing this opinion solely for the benefit of Lessor, its Assignee as set forth in the Agreements and their respective successors and assigns. This opinion may not be relied upon by any other person or entity, nor may copies be delivered or furnished to any other person or entity, nor may all or portions of this opinion be quoted, circulated or referred to in any other document without the prior written consent of a partner of this firm.

Very truly yours,

Robinson & Cole LLP



EXHIBIT A
OFFICER'S CERTIFICATE
CITY OF HARTFORD, CONNECTICUT

This Certificate is delivered to support the legal opinion (the "Opinion") delivered by Robinson & Cole LLP, counsel to the City of Hartford, Connecticut ("Lessee"), in connection with the execution of the Lease Schedule (No. 17572) dated August 22, 2013 to the Master Lease Purchase Agreement (No. 16030), dated August 24, 2012, the Addenda thereto and all other agreements described therein (the "Agreements"), by and between the Lessee and Grant Capital Management, Inc. ("Lessor"). Capitalized terms used and not defined herein shall have the meaning set forth in the Agreements.

The undersigned HEREBY CERTIFIES that:

1. The authorization, approval and execution of the Agreements and all other proceedings of Lessee and its governing body relating to the transactions contemplated thereby have been performed in accordance with all applicable local, state and federal laws.
2. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Agreements.
3. There is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges the organization or existence of Lessee, the authority of its officers, the proper authorization, approval and execution of any of the Agreements or any documents relating thereto, the appropriation of moneys to make payments under the Agreements for the current fiscal year, the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby, or the provisions in the Agreements made for the payment of or security for the Agreements.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee and its governing body relating to the transactions contemplated thereby have been performed in accordance with all applicable local, state and federal laws (including open meeting laws and public bidding and property acquisition laws).

The undersigned acknowledges that Robinson & Cole LLP is relying on the statements certified to herein in rendering the Opinion.

CITY OF HARTFORD, CONNECTICUT

By: 
Name: L. John Van Norden
Title: [Deputy] Corporation Counsel



CITY OF HARTFORD

OFFICE OF THE TOWN AND CITY CLERK

550 MAIN STREET

HARTFORD, CONNECTICUT 06103

JOHN V. BAZZANO
TOWN & CITY CLERK
REGISTRAR OF VITAL STATISTICS

August 14, 2013

TOWN & CITY CLERK
HARTFORD

2013 AUG 14 PM 4 57

Honorable Pedro E. Segarra, Mayor

Dear Mayor Segarra:

Please find attached the following resolutions that were passed at a regular meeting of the Court of Common Council on August 12, 2013. I have duly certified these documents and respectfully send them to you for your review.

John V. Bazzano,
Town & City Clerk.

RECEIVED
CITY OF HARTFORD
MAYOR'S OFFICE

13 AUG 14 PM 2:28

Approve
#2, 10, 16, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32
Veto

33, 34, 35, 36, 37, 38, 39, 47, 48, 49, 51, 54, 57, 55.

Pedro E. Segarra, Mayor

Court of Common Council

16



CITY OF HARTFORD
550 MAIN STREET
HARTFORD, CONNECTICUT 06103

Shawn T. Wooden, Council President
Alexander Aponte, Majority Leader
Larry Deutsch, Minority Leader

John V. Bazzano, Town and City Clerk

Kyle K. Anderson, Councilman
Joel Cruz, Jr., Councilman
Raúl De Jesús, Jr., Councilman
Cynthia R. Jennings, Councilwoman
Kenneth H. Kennedy, Jr., Councilman
David MacDonald, Councilman

August 13, 2013

This is to certify that at a meeting of the Court of Common Council, August 12, 2013, the following RESOLUTION was passed.

Whereas, The City of Hartford, Connecticut (the "City") has entered into a Master Lease-Purchase Agreement, dated as of August 24, 2012 (the "Master Lease"), by and between the City and the Grant Capital Management, Inc. (the "Lessor"), to provide a leasing program for City vehicles and other equipment, and

Whereas, The City proposes to enter into one or more Lease Schedules to the Master Lease, by and between the City and the Lessor (the "Lease Schedules"), and one or more Lease Escrow Agreements, by and among the City, the Lessor and First Niagara Bank, N.A., as escrow agent (the "Lease Escrow Agreements"), to provide for the acquisition, financing, and leasing of vehicles and other equipment set forth on Schedule A attached hereto with a cost not to exceed \$4,780,000, including financing, legal and other administrative costs related thereto (the "Equipment"), now, therefore, be it

RESOLVED, By the Court of Common Council of the City of Hartford as follows:

Section 1. The City hereby approves the Lease Schedules and the Lease Escrow Agreements to provide for the acquisition, financing, and leasing of the Equipment.

Section 2. The Director of Finance, the City Treasurer, and the Chief Operating Officer are each individually authorized to negotiate, execute and deliver the Lease Schedules and the Escrow Agreements, with such revisions as shall be determined by the Director of Finance, the City Treasurer, and the Chief Operating Officer to be in the best interests of the City as evidenced by his execution of the final form of such Lease Schedules and Lease Escrow Agreements.

Section 3. The City hereby expresses its official intent pursuant to Section 1.150-2 of the Federal Income Tax Regulations, Title 26 (the "Regulations"), to reimburse expenditures paid sixty days prior to and anytime after the date of passage of this Resolution in the maximum amount of the cost of the Equipment with the proceeds of the Lease Schedule. The Lease Schedule shall be executed and delivered to reimburse such expenditures not later than 18

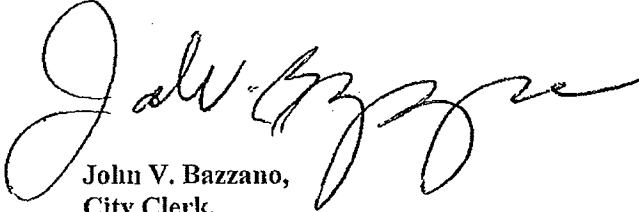
months after the later of the date of the expenditure or such later date as the Regulations may authorize. The City hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Director of Finance or his designee is authorized to pay Equipment expenses in accordance herewith pending the execution and delivery of the Lease Schedule. This Section is included herein solely for purposes of compliance with the Regulations and may not be used or relied on for any other purpose.

Section 4. The Director of Finance, the City Treasurer, and the Chief Operating Officer are each individually authorized to execute and deliver any and all additional agreements, documents and certificates, including, but not limited to, any tax compliance agreements, tax certificates, tax forms, investment agreements or assignments, in connection with the execution and delivery of the Lease Schedule as shall be necessary or appropriate to consummate the transactions contemplated by this Resolution and the foregoing documents, all of which shall be in form and substance acceptable to Corporation Counsel. Any action taken by the City in connection therewith is hereby ratified and confirmed.

Section 5. The City's obligations under the Master Lease, the Lease Schedules, the Lease Escrow Agreements and any other agreement, document or certificate entered into in connection therewith are subject to annual appropriation by the Court of Common Council as set forth in each Lease Schedule and shall not constitute general obligations of the City. Nothing contained in this Resolution, the Master Lease, the Lease Schedules, the Lease Escrow Agreements, nor any other agreement, document or certificate entered into in connection therewith shall impose any liability upon the City or any charge upon its full faith and credit or against its taxing power, except to the extent of a valid appropriation of Rent Payments by the Court of Common Council.

Schedule 6. This Resolution shall be effective immediately upon its adoption.

Attest:



John V. Bazzano,
City Clerk.