

**Peachtree City Governmental Finance Corporation
Special Called Meeting
Agenda
Thursday, December 1, 2016
6:45 p.m.**

The Peachtree City Governmental Finance Corporation will hold a Special Called Meeting on Thursday, December 1, 2016, at 6:45 p.m., in the Executive Conference Room at City Hall, 151 Willowbend Road.

The purpose of the meeting is to:

- Consider the proposal from Banc of America Public Capital Corp. for the Master Equipment Lease.

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Board of Directors, Peachtree City Governmental Finance Corp.

FROM: Paul J. Salvatore, Treasurer *P.S.*

DATE: November 23, 2016

SUBJECT: Consider Resolution for Master Equipment Lease
December 1, 2016, Board Meeting

Recommendation

Adopt the attached resolution accepting the proposal from Banc of America Public Capital Corp. to provide financing of capital equipment listed in the city's 5-year capital plan.

Discussion:

Requests for proposals were sent out to numerous financial institutions known to provide multi-year funding solutions (master lease agreements) for financing the acquisition of capital equipment. Proposals were received from four different banks and a summary of their proposals is also attached. The proposals are actually formulas used to calculate interest rates and the rates shown on the summary form are based on the formula results for a point in time when the bids were due. Future rates will vary based on changes in the indexes used in the formulas.

Based on analysis of these formulas by the city's financial adviser, Todd Barnes of Raymond James & Associates, Banc of America Public Capital Corp. offered the most favorable formula and terms. Therefore, staff recommends acceptance of their proposal, which is also attached to this memo.

Budget Impact

N/A

A RESOLUTION AUTHORIZING THE PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION TO ACCEPT THE PROPOSAL OF BANC OF AMERICA PUBLIC CAPITAL CORP. TO PROVIDE EQUIPMENT FINANCING FOR THE BENEFIT OF PEACHTREE CITY, GEORGIA (THE "LESSEE") THROUGH A MASTER LEASE-PURCHASE AGREEMENT (THE "LEASE") AND AN ABSOLUTE ASSIGNMENT AGREEMENT (COLLECTIVELY, THE "AGREEMENTS") WHICH AGREEMENTS WILL PROVIDE FOR THE TERMS AND CONDITIONS UNDER WHICH EQUIPMENT WILL BE LEASED TO THE LESSEE; AND FOR OTHER PURPOSES.

WHEREAS, Peachtree City, Georgia (the "Lessee") solicited bids for the leasing of various public safety, public services and administrative/financial/technical services equipment (the "Equipment") pursuant to an Equipment Master Lease Term Sheet distributed November 11, 2016; and

WHEREAS, staff of the Lessee have reviewed the bids and have recommended to the Peachtree City Governmental Finance Corporation (the "Corporation") to accept the bid (the "Proposal") of Banc of America Public Capital Corp. (the "Bank") as it provides the most favorable leasing terms to the Lessee, a copy of which Proposal is attached hereto as Exhibit "A";

WHEREAS, the Corporation desires to accept the proposal of the Bank and to authorize the staff to proceed to finalize the Lease whereby the Equipment will be leased by the Corporation to the Lessee and an Absolute Assignment Agreement, pursuant to which the Corporation's interest in the Lease will be assigned to the Bank; and

WHEREAS, it is found that the Equipment, and the leasing thereof, is essential to the governmental functions of the Lessee; and

WHEREAS, pursuant to the Proposal, the Lessee will enter into equipment schedules from time to time to fund the purchases of the Equipment in each of fiscal years 2017, 2018, 2019 and 2020 in a principal amount not to exceed \$7,250,000 (collectively, the "Schedules"), which Equipment will be described more specifically in the Schedules as appropriate and necessary to the functions of the Lessee;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF THE PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION AND IT IS HEREBY RESOLVED:

Section 1. The Peachtree City Governmental Finance Corporation hereby authorizes and approves the acceptance of the Proposal of the Bank and authorizes the staff of the City to finalize the Lease and the Absolute Assignment Agreement and such other documents and certificates related thereto, subject to the review and approval of legal counsel.

Section 2. The President and Secretary are further authorized to do all things necessary or appropriate to effect the purposes hereof.

Section 3. This resolution is effective as of the date of its approval by the Board of the Corporation.

RESOLVED this 1st day of December, 2016.

PEACHTREE CITY GOVERNMENTAL
FINANCE CORPORATION

President

Director

Director

Director

Director

ATTEST:

Secretary, Peachtree City Governmental
Finance Corporation

EXHIBIT A

(Attached)

Peachtree City, Georgia
 Equipment Master Lease
 Summary of Bank Proposals
 11/21/2016

<u>Bank</u>	<u>Example 5-Year BQ Rate</u>	<u>Example 5-Year Non-BQ Rate</u>	<u>Example 7-Year BQ Rate</u>	<u>Example 7-Year Non-BQ Rate</u>	<u>Prepayment Provisions</u>	<u>Fees</u>
Banc of America Public Capital Corp.	1.6487%	1.6252%	1.8022%	1.8352%	At par on any payment date after half the term has elapsed	None
PNC Equipment Finance	1.6600%	1.7100%	2.0600%	2.1500%	After 2 years; Principal balance + 3% premium.	Unused Capital Fee each Dec. 1st of 0.20% of undrawn balance.
SunTrust Equipment Finance & Leasing Corp.	1.7500%	1.7500%	1.8700%	1.8700%	In whole any payment date + 3% in year 1; 2% in year 2; 1% in year 3; par thereafter	Documentation Fee of \$250.
Whitney Bank Equipment Finance, LLC	2.3320%	2.4350%	2.5770%	2.6910%	After 1 year; Principal balance + 3%.	\$4,000 legal fee at first draw; \$750 legal fee at each draw.

Notes:

¹ Example rates are as of November 18, 2016.

² See bank term sheets for rate index and formula.

Charles T. Maguire
Senior Vice President
Government Equipment Finance

Bank of America Public Capital Corp
VA2-300-18-02
1111 E. Main Street, 18th Floor
Richmond, VA 23219
Email: charles.maguire@bamf.com
Tel: (804) 788-3345
Fax: (804) 262-8344

November 16, 2016

Peachtree City
Paul Salvatore
Finance Director

Dear Mr. Salvatore:

Banc of America Public Capital Corp ("BAPCC") on behalf of Bank of America, N.A. is pleased to submit to you ("Lessee") the lease financing proposal (the "Proposed Transaction") described in the attached Summary of Terms and Conditions (the "Term Sheet").

This letter and the Term Sheet (collectively, the "Proposal" or "Proposal Letter") include only a brief description of the principal terms of the Proposed Transaction, and are intended for discussion purposes only. This Proposal Letter is not intended to and does not create any binding legal obligation on the part of either party. THIS PROPOSAL LETTER IS NOT, AND IS NOT TO BE CONSTRUED AS, A COMMITMENT OR OFFER BY BAPCC OR ANY RELATED ENTITY TO ENTER INTO THE PROPOSED TRANSACTION. BAPCC will not be obligated to provide any financing until the satisfactory completion of its credit, legal and investment approval process. The terms and conditions of this Proposal Letter shall be superseded by and shall no longer be effective upon the execution and delivery of final legal documentation with respect to this Proposed Transaction.

This Proposal must be accepted on or before **November 28, 2016** in order for BAPCC to proceed with its consideration of the Proposed Transaction. To accept this proposal, please sign the enclosed copy of this letter and return it to:

Banc of America Public Capital Corp
1111 E. Main Street, 18th Floor
Richmond, VA 23832
P - 804-788-3345
F - 804-788-3432

We appreciate this opportunity to present Bank of America.

Very truly yours,
BANC OF AMERICA PUBLIC CAPITAL CORP

Charles T. Maguire

Charles T. Maguire
Senior Vice President

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The undersigned, by its authorized representative below, accepts the above proposal, agrees to furnish Lessor, its successors and assigns, any information relating to the business or financial condition of Lessee or its affiliates, and authorizes Lessor, Bank of America N.A. and their affiliates to disclose to, discuss with and distribute such information (and any information they may already have) to any other affiliates or proposed assignees or successors of Lessor.

Peachtree City, GA

By: _____

Title: _____

Date: _____

This proposal is submitted in response to your request for Tax-Exempt Master Lease Purchase financing. The contents of this proposal and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the "Rules") of the Securities and Exchange Commission (240 CFR 15Ba1-1 et seq.).

The Staff of the SEC's Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process (such as by being provided to at least three reasonably competitive market participants) or by being publicly posted to your official website. In submitting this proposal, we have relied upon your compliance with this guidance.

In submitting this proposal, we are not undertaking to act as a "municipal advisor" to you or any other person within the meaning of the Rules. In connection with this proposal and the transactions described herein, we are not subject to, and we hereby disclaim, any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors as and to the extent you deem necessary in connection with your evaluation of this proposal and the transactions described herein.

The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp or one of its subsidiaries or affiliates (collectively, "BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

SUMMARY OF TERMS AND CONDITIONS

Date: November 16, 2016

Lessee: Peachtree City, GA

Lessor: Banc of America Public Capital Corp (“BAPCC”) or its assignee or designee (“Lessor”)

Equipment: Miscellaneous essential use assets per RFP.

Security: BAPCC will have a security interest in the Equipment.

Structure: The Lease will be structured as either a **BANK QUALIFIED OR NON-BANK QUALIFIED TAX-EXEMPT** transaction. This is a lease intended as secured transaction; all tax benefits will remain with Lessee; the lease will be a net financial lease, and all expenses, including (but not limited to) insurance, maintenance, and taxes, will be for the account of Lessee.

Term: 5 and 7 years.

Availability: The proposed line of credit will be in place for one (1) year, but may be extended for three (3) one (1) year extensions subject to mutual agreement.

Maximum Funding: We are proposing a maximum funding of \$6,792,722 broken down into annual commitments as follows:

2017	\$ 968,200
2018	\$1,476,650
2019	\$2,227,780
2020	\$2,210,722

Rate: 5 years: BQ – 1.6487% NBQ – 1.6252%
7 years: BQ – 1.8022% NBQ – 1.8352%

Index: Any fundings after November 16, 2016 will be based on the appropriate formula below. Please note these do not include a rate lock premium and will be set up to 3 days before any closing:

Bank Qualified Indexing Based on 11/16/16 Bloomberg Interest Rate Swaps Index (Market Open):

Lease Term	Payment Mode	Index Term (Avg Life)	Index Rate	xPercentage of Index	+Spread	=Equipment Lease Rate
5YRS	Quarterly Arrears	3YRS	1.45%	65%	0.7062%	1.6487%
7YRS	Quarterly Arrears	4YRS	1.62%	65%	0.7492%	1.8022%

Non-Bank Qualified Indexing Based on 11/16/16 Bloomberg Interest Rate Swaps Index (Market Open):

Lease Term	Payment Mode	Index Term (Avg Life)	Index Rate	xPercentage of Index	+Spread	=Equipment Lease Rate
5YRS	Quarterly Arrears	3YRS	1.45%	65%	0.6827%	1.6252%
7YRS	Quarterly Arrears	4YRS	1.62%	65%	0.7822%	1.8352%

* Bloomberg Interest Rate Swap is as of November 16, 2016. Note Indicative rates will be held for 15 days from the date of the Index Rate, after which time will be readjusted based on the formula above.

Index: The above Formula will be held for one year and subject to review on an annual basis.

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Payments: Payments will be in accordance with the attached amortization schedule. Please note if alternative payment frequencies (i.e. quarterly, semiannual or annual) or changes to the principal amounts due on each payment date are requested, this may be accommodated but any changes to the average life may also impact the rate quoted herein.

Insurance: Lessee may be required to provide, at its expense, casualty insurance (with such deductibles as Lessor may approve) Lessor has the ability, if necessary, to obtain and provide any insurance certificate required.

Prepayment: Pre-payable in whole on any payment date at par after half the term has lapsed.

**Governmental
Entity Lease:**

The Base Rent installments are calculated on the assumptions, and Lessee will represent, that Lessee is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the "Code"), that this transaction will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code. Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status.

Lessee will indemnify Lessor only as to the actions or omissions of the lessee, on an after-tax basis, against any loss of Federal income tax exemption of the interest portion of the rentals and against any penalties and interest imposed by the Internal Revenue Service on Lessor in connection therewith on a lump-sum basis.

Non-Appropriation

Termination: Lessee affirms that funds are available for the current fiscal year and reasonably believes that sufficient funds can be obtained to make all rental payments during each subsequent fiscal year. Lessee will regularly budget for and otherwise use its best efforts to obtain funds for the continuation of the rentals in this transaction.

Expenses: Lessee and Lessor will each be responsible for its own expenses incurred in connection with the preparation, negotiation and closing of the lease documentation. There are no other fees or costs associated with this transaction.

Escrow

Account: *Lessee may deposit*, subject to compliance with applicable regulations under the Internal Revenue Code, including, but not limited to arbitrage regulations, the proceeds of the Lease in an escrow acceptable to Lessor, and disbursements made therefrom to pay for the Project upon the execution and delivery of an acceptance certificate (and related documents) by Lessee and approved by Lessor.

Documents: Lease documents in form and substance satisfactory to Lessor and its local counsel must be executed and delivered. If Lessor requests, Lessee will also furnish duly executed landlord and mortgage waivers and supporting information. Lessee will also provide board resolutions, incumbency certificates and other documentation required by Lessor.

Market

Disruption: Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date of this Proposal Letter, including but not limited to any governmental action or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, the Lessor may modify the indicative pricing described above.

Private

Placement: The proposed transaction is a private placement that will not require (i) any additional public ongoing disclosure requirements, (ii) any additional public offering document generation requirements, or (iii) any underwriting or related fees.

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USA Patriot Act

Compliance: The Lessee acknowledges that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Patriot Act"), the Lessor is required to obtain, verify and record information that identifies the Lessee, which information includes the name and address of the Lessee and other information that will allow the Lessor to identify the Lessee in accordance with the Patriot Act.

Credit Due

Diligence: Lessor has reviewed and is prepared to proceed with this transaction subject to final sign-off's and satisfactory documentation.

5-YR BO Lease Amortizations:

<u>date</u>	<u>funding</u>	<u>payment</u>	<u>interest</u>	<u>principal</u>	<u>balance</u>
12/30/2016	\$ 1,000,000.00				\$ 1,000,000.00
3/30/2017		\$ 52,192.11	\$ 4,121.77	\$ 48,070.34	\$ 951,929.66
6/30/2017		\$ 52,192.11	\$ 3,923.63	\$ 48,268.48	\$ 903,661.18
9/30/2017		\$ 52,192.11	\$ 3,724.68	\$ 48,467.43	\$ 855,193.75
12/30/2017		\$ 52,192.11	\$ 3,524.91	\$ 48,667.20	\$ 806,526.55
3/30/2018		\$ 52,192.11	\$ 3,324.31	\$ 48,867.80	\$ 757,658.75
6/30/2018		\$ 52,192.11	\$ 3,122.89	\$ 49,069.22	\$ 708,589.53
9/30/2018		\$ 52,192.11	\$ 2,920.64	\$ 49,271.47	\$ 659,318.06
12/30/2018		\$ 52,192.11	\$ 2,717.55	\$ 49,474.56	\$ 609,843.51
3/30/2019		\$ 52,192.11	\$ 2,513.63	\$ 49,678.48	\$ 560,165.03
6/30/2019		\$ 52,192.11	\$ 2,308.87	\$ 49,883.24	\$ 510,281.79
9/30/2019		\$ 52,192.11	\$ 2,103.26	\$ 50,088.85	\$ 460,192.94
12/30/2019		\$ 52,192.11	\$ 1,896.81	\$ 50,295.30	\$ 409,897.64
3/30/2020		\$ 52,192.11	\$ 1,689.50	\$ 50,502.61	\$ 359,395.03
6/30/2020		\$ 52,192.11	\$ 1,481.34	\$ 50,710.77	\$ 308,684.26
9/30/2020		\$ 52,192.11	\$ 1,272.32	\$ 50,919.79	\$ 257,764.48
12/30/2020		\$ 52,192.11	\$ 1,062.44	\$ 51,129.67	\$ 206,634.81
3/30/2021		\$ 52,192.11	\$ 851.70	\$ 51,340.41	\$ 155,294.40
6/30/2021		\$ 52,192.11	\$ 640.09	\$ 51,552.02	\$ 103,742.38
9/30/2021		\$ 52,192.11	\$ 427.60	\$ 51,764.51	\$ 51,977.87
12/30/2021		\$ 52,192.11	\$ 214.24	\$ 51,977.87	\$ (0.00)
	<u>\$ 1,000,000.00</u>	<u>\$ 1,043,842.20</u>	<u>\$ 43,842.20</u>	<u>\$ 1,000,000.00</u>	

The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp or one of its subsidiaries or affiliates (collectively, "BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

5-YR NBO Lease Amortizations:

<u>date</u>	<u>funding</u>	<u>payment</u>	<u>interest</u>	<u>principal</u>	<u>balance</u>
12/30/2016	\$ 1,000,000.00				\$ 1,000,000.00
3/30/2017		\$ 52,160.46	\$ 4,063.00	\$ 48,097.46	\$ 951,902.54
6/30/2017		\$ 52,160.46	\$ 3,867.58	\$ 48,292.88	\$ 903,609.66
9/30/2017		\$ 52,160.46	\$ 3,671.36	\$ 48,489.10	\$ 855,120.56
12/30/2017		\$ 52,160.46	\$ 3,474.35	\$ 48,686.11	\$ 806,434.45
3/30/2018		\$ 52,160.46	\$ 3,276.54	\$ 48,883.92	\$ 757,550.54
6/30/2018		\$ 52,160.46	\$ 3,077.93	\$ 49,082.53	\$ 708,468.00
9/30/2018		\$ 52,160.46	\$ 2,878.50	\$ 49,281.96	\$ 659,186.05
12/30/2018		\$ 52,160.46	\$ 2,678.27	\$ 49,482.19	\$ 609,703.86
3/30/2019		\$ 52,160.46	\$ 2,477.23	\$ 49,683.23	\$ 560,020.63
6/30/2019		\$ 52,160.46	\$ 2,275.36	\$ 49,885.10	\$ 510,135.53
9/30/2019		\$ 52,160.46	\$ 2,072.68	\$ 50,087.78	\$ 460,047.75
12/30/2019		\$ 52,160.46	\$ 1,869.17	\$ 50,291.29	\$ 409,756.46
3/30/2020		\$ 52,160.46	\$ 1,664.84	\$ 50,495.62	\$ 359,260.84
6/30/2020		\$ 52,160.46	\$ 1,459.68	\$ 50,700.78	\$ 308,560.06
9/30/2020		\$ 52,160.46	\$ 1,253.68	\$ 50,906.78	\$ 257,653.28
12/30/2020		\$ 52,160.46	\$ 1,046.84	\$ 51,113.62	\$ 206,539.66
3/30/2021		\$ 52,160.46	\$ 839.17	\$ 51,321.29	\$ 155,218.37
6/30/2021		\$ 52,160.46	\$ 630.65	\$ 51,529.81	\$ 103,688.56
9/30/2021		\$ 52,160.46	\$ 421.29	\$ 51,739.17	\$ 51,949.39
12/30/2021		\$ 52,160.46	\$ 211.07	\$ 51,949.39	\$ 0.00
	<u>\$ 1,000,000.00</u>	<u>\$ 1,043,209.20</u>	<u>\$ 43,209.20</u>	<u>\$ 1,000,000.00</u>	

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7-YR BQ Lease Amortizations:

<u>date</u>	<u>funding</u>	<u>payment</u>	<u>interest</u>	<u>principal</u>	<u>balance</u>
12/30/2016	\$ 1,000,000.00				\$ 1,000,000.00
3/30/2017		\$ 38,094.70	\$ 4,505.54	\$ 33,589.16	\$ 966,410.84
6/30/2017		\$ 38,094.70	\$ 4,354.20	\$ 33,740.50	\$ 932,670.35
9/30/2017		\$ 38,094.70	\$ 4,202.19	\$ 33,892.51	\$ 898,777.83
12/30/2017		\$ 38,094.70	\$ 4,049.48	\$ 34,045.22	\$ 864,732.61
3/30/2018		\$ 38,094.70	\$ 3,896.09	\$ 34,198.61	\$ 830,534.00
6/30/2018		\$ 38,094.70	\$ 3,742.01	\$ 34,352.69	\$ 796,181.31
9/30/2018		\$ 38,094.70	\$ 3,587.23	\$ 34,507.47	\$ 761,673.84
12/30/2018		\$ 38,094.70	\$ 3,431.75	\$ 34,662.95	\$ 727,010.89
3/30/2019		\$ 38,094.70	\$ 3,275.58	\$ 34,819.12	\$ 692,191.77
6/30/2019		\$ 38,094.70	\$ 3,118.70	\$ 34,976.00	\$ 657,215.77
9/30/2019		\$ 38,094.70	\$ 2,961.11	\$ 35,133.59	\$ 622,082.18
12/30/2019		\$ 38,094.70	\$ 2,802.82	\$ 35,291.88	\$ 586,790.30
3/30/2020		\$ 38,094.70	\$ 2,643.81	\$ 35,450.89	\$ 551,339.40
6/30/2020		\$ 38,094.70	\$ 2,484.08	\$ 35,610.62	\$ 515,728.79
9/30/2020		\$ 38,094.70	\$ 2,323.64	\$ 35,771.06	\$ 479,957.72
12/30/2020		\$ 38,094.70	\$ 2,162.47	\$ 35,932.23	\$ 444,025.49
3/30/2021		\$ 38,094.70	\$ 2,000.58	\$ 36,094.12	\$ 407,931.37
6/30/2021		\$ 38,094.70	\$ 1,837.95	\$ 36,256.75	\$ 371,674.62
9/30/2021		\$ 38,094.70	\$ 1,674.60	\$ 36,420.10	\$ 335,254.52
12/30/2021		\$ 38,094.70	\$ 1,510.50	\$ 36,584.20	\$ 298,670.32
3/30/2022		\$ 38,094.70	\$ 1,345.67	\$ 36,749.03	\$ 261,921.29
6/30/2022		\$ 38,094.70	\$ 1,180.10	\$ 36,914.60	\$ 225,006.69
9/30/2022		\$ 38,094.70	\$ 1,013.78	\$ 37,080.92	\$ 187,925.77
12/30/2022		\$ 38,094.70	\$ 846.71	\$ 37,247.99	\$ 150,677.77
3/30/2023		\$ 38,094.70	\$ 678.88	\$ 37,415.82	\$ 113,261.96
6/30/2023		\$ 38,094.70	\$ 510.31	\$ 37,584.39	\$ 75,677.56
9/30/2023		\$ 38,094.70	\$ 340.97	\$ 37,753.73	\$ 37,923.83
12/30/2023		\$ 38,094.70	\$ 170.87	\$ 37,923.83	\$ (0.00)
	<u>\$ 1,000,000.00</u>	<u>\$ 1,066,651.60</u>	<u>\$ 66,651.60</u>	<u>\$ 1,000,000.00</u>	

The transaction described in this document is an arm's length, commercial transaction between you and Banc of America Public Capital Corp or one of its subsidiaries or affiliates (collectively, "BAPCC") in which: (i) BAPCC is acting solely as a principal (i.e., as a lender or lessor) and for its own interest; (ii) BAPCC is not acting as a municipal advisor or financial advisor to you; (iii) BAPCC has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to this transaction and the discussions, undertakings and procedures leading thereto (irrespective of whether BAPCC or any of its affiliates has provided other services or is currently providing other services to you on other matters); (iv) the only obligations BAPCC has to you with respect to this transaction are set forth in the definitive transaction agreements between us; and (v) BAPCC is not recommending that you take an action with respect to the transaction described in this document, and before taking any action with respect to the this transaction, you should discuss the information contained herein with your own legal, accounting, tax, financial and other advisors, as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, you are free to engage a municipal advisor to serve in that capacity.

7-YR NBO Lease Amortizations:

<u>date</u>	<u>funding</u>	<u>payment</u>	<u>interest</u>	<u>principal</u>	<u>balance</u>
12/30/2016	\$ 1,000,000.00				\$ 1,000,000.00
3/30/2017		\$ 38,139.10	\$ 4,587.92	\$ 33,551.18	\$ 966,448.82
6/30/2017		\$ 38,139.10	\$ 4,433.99	\$ 33,705.11	\$ 932,743.71
9/30/2017		\$ 38,139.10	\$ 4,279.36	\$ 33,859.74	\$ 898,883.97
12/30/2017		\$ 38,139.10	\$ 4,124.01	\$ 34,015.09	\$ 864,868.88
3/30/2018		\$ 38,139.10	\$ 3,967.95	\$ 34,171.15	\$ 830,697.73
6/30/2018		\$ 38,139.10	\$ 3,811.18	\$ 34,327.92	\$ 796,369.81
9/30/2018		\$ 38,139.10	\$ 3,653.68	\$ 34,485.42	\$ 761,884.39
12/30/2018		\$ 38,139.10	\$ 3,495.47	\$ 34,643.63	\$ 727,240.75
3/30/2019		\$ 38,139.10	\$ 3,336.52	\$ 34,802.58	\$ 692,438.18
6/30/2019		\$ 38,139.10	\$ 3,176.85	\$ 34,962.25	\$ 657,475.93
9/30/2019		\$ 38,139.10	\$ 3,016.45	\$ 35,122.65	\$ 622,353.28
12/30/2019		\$ 38,139.10	\$ 2,855.31	\$ 35,283.79	\$ 587,069.49
3/30/2020		\$ 38,139.10	\$ 2,693.43	\$ 35,445.67	\$ 551,623.82
6/30/2020		\$ 38,139.10	\$ 2,530.81	\$ 35,608.29	\$ 516,015.52
9/30/2020		\$ 38,139.10	\$ 2,367.44	\$ 35,771.66	\$ 480,243.86
12/30/2020		\$ 38,139.10	\$ 2,203.32	\$ 35,935.78	\$ 444,308.08
3/30/2021		\$ 38,139.10	\$ 2,038.45	\$ 36,100.65	\$ 408,207.43
6/30/2021		\$ 38,139.10	\$ 1,872.82	\$ 36,266.28	\$ 371,941.16
9/30/2021		\$ 38,139.10	\$ 1,706.44	\$ 36,432.66	\$ 335,508.49
12/30/2021		\$ 38,139.10	\$ 1,539.29	\$ 36,599.81	\$ 298,908.68
3/30/2022		\$ 38,139.10	\$ 1,371.37	\$ 36,767.73	\$ 262,140.95
6/30/2022		\$ 38,139.10	\$ 1,202.68	\$ 36,936.42	\$ 225,204.53
9/30/2022		\$ 38,139.10	\$ 1,033.22	\$ 37,105.88	\$ 188,098.65
12/30/2022		\$ 38,139.10	\$ 862.98	\$ 37,276.12	\$ 150,822.54
3/30/2023		\$ 38,139.10	\$ 691.96	\$ 37,447.14	\$ 113,375.40
6/30/2023		\$ 38,139.10	\$ 520.16	\$ 37,618.94	\$ 75,756.46
9/30/2023		\$ 38,139.10	\$ 347.56	\$ 37,791.54	\$ 37,964.92
12/30/2023		\$ 38,139.10	\$ 174.18	\$ 37,964.92	\$ 0.00
	<u>\$ 1,000,000.00</u>	<u>\$ 1,067,894.80</u>	<u>\$ 67,894.80</u>	<u>\$ 1,000,000.00</u>	

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SECRETARY'S CERTIFICATE

The undersigned Secretary of the Peachtree City Governmental Finance Corporation (the "Corporation"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to the acceptance of a bid for a Mater Lease Purchase Agreement constitute a true and correct copy of the Resolution adopted on December 1, 2016, by the Corporation in a regular meeting, which was open to the public, and that the original of said Resolution appears of record in the minute book of the Corporation which is in my custody and control.

WITNESS my hand this 1st day of December, 2016.

Secretary

(SEAL)

OFFER FORM

**To: Mr. Paul Salvatore, Director of Finance
Peachtree City, Georgia
c/o Mr. Todd Barnes, Managing Director
Raymond James & Associates, Inc.
Email: todd.barnes@raymondjames.com
404-279-5724**

We propose to enter into a Master Lease Agreement with the City, subject to the provisions set forth in the City's Term Sheet, based on the Index (funding formula) and other conditions set forth below:

Index: Five-Year Lease Term

BQ Rate: 1.6487%

Non-BQ Rate: 1.6252%

Five-Year Indexing Based on 11/16/16 Bloomberg Interest Rate Swaps Index (Market Open):

Structure	Payment Mode	Index Term (Avg Life)	Index Rate	xPercentage of Index	+Spread	=Equipment Lease Rate
BQ	Quarterly Arrears	3YRS	1.45%	65%	0.7062%	1.6487%
NBQ	Quarterly Arrears	3YRS	1.45%	65%	0.6827%	1.6252%

Index: Seven-Year Lease Term

BQ Rate: 1.8022%

Non-BQ Rate: 1.8352%

Seven-Year Indexing Based on 11/16/16 Bloomberg Interest Rate Swaps Index (Market Open):

Structure	Payment Mode	Index Term (Avg Life)	Index Rate	xPercentage of Index	+Spread	=Equipment Lease Rate
BQ	Quarterly Arrears	4YRS	1.62%	65%	0.7492%	1.8022%
NBQ	Quarterly Arrears	4YRS	1.62%	65%	0.7822%	1.8352%

Submitted by:

Company: Banc of America Public Capital Corp

By: 

Title: Vice President

Phone: 312-537-6773