

EQUIPMENT SCHEDULE NO. 1

Re: Master Equipment Lease/Purchase Agreement, dated as of October 12, 2023, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and the County of Sonoma, as Lessee

1. *Defined Terms.*

All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “*Agreement*”).

2. *Equipment.*

(a) Location of Equipment: For purposes of the Lease created hereby, the location of Equipment is set forth below:

Santa Rosa Veterans Memorial Building
1351 Maple Avenue
Santa Rosa, California 94504
(APN 009-293-13)

(b) Equipment Description (Scope of Work): For purposes of the Lease created hereby, the description of the Equipment and the scope of work is set forth below:

[TBD]

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule as *Exhibit A* and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, and (ii) the date on which sufficient moneys to acquire and install the Equipment listed in this Equipment Schedule are deposited for that purpose with an Escrow Agent pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the “*Commencement Date*”).

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the “Prepayment Price” column of the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due

(including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule.

4. *Representations, Warranties and Covenants.*

Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Equipment Schedule; (f) the Equipment listed in this Equipment Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.*

(a) The terms and provisions of the Agreement (other than to the extent that they relate solely to other Equipment Schedules or Equipment listed on other Equipment Schedules) are hereby incorporated into this Equipment Schedule by reference and made a part hereof.

(b) *Optional Prepayment from Grant or Other Proceeds.* In addition to the prepayment options in Section 10.01(a) of the Agreement, Lessee shall have the option to prepay the Lease created hereby as set forth in the Payment Schedule.

(c) *Tax Opinion Waived.* For purposes of the Lease created hereby, the following tax opinion portions of Exhibit D relating to the Opinion of Special Counsel described in Section 3.04(a)(v) of the Agreement are hereby waived by Lessor:

1. ... and the obligations of Lessee under the Lease will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.

6. The portion of Rental Payments designated as interest is excluded from gross income for Federal income tax purposes under Section 103 of the Code and is exempt from State of California personal income taxes; and such interest is not a specific item of tax preference for purposes of the federal alternative minimum tax.

6. *Lease Proceeds.*

The Lease Proceeds that Lessor shall pay to the Escrow Agent in connection with this Equipment Schedule is \$ _____, which \$ _____ is for deposit into the Escrow Account. It is expected that by _____ months from the date of this Equipment Schedule No. _____, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before _____ months from the date of this Equipment Schedule.

7. *Acquisition Period.*

The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the _____ month following the date hereof.

8. *Lease Term.*

The Lease Term shall consist of the Original Term and _____ consecutive Renewal Terms, with the final Renewal Term ending on _____, subject to earlier termination pursuant to the Agreement.

9. *Vendor; Vendor Agreement.*

The Vendor with respect to the Equipment that is subject to the Lease created hereby is Pacific Gas and Electric Company. The Vendor Agreement with such Vendor consists of the following agreements: the Master Service Agreement (including the Exhibits thereto) dated as of October 20, 2021, between Pacific Gas and Electric Company ("PG&E") and Lessee (the "Master Service Agreement"), and the Sustainable Solutions Turnkey Implementation Project Work Order effective October __, 2023 issued by Lessee to PG&E, issued under and subject to the terms and conditions of the Master Service Agreement.

[PG&E Contract and Equipment specific provisions TBD]

[TBD provisions re subcontract with Willdan]

10. *Electronic Signatures.*

This Lease and any other documents or instruments executed by either party in connection herewith (collectively the "*Related Documents*"), may be executed and delivered by facsimile signature or other electronic or digital means (including, without limitation, Adobe's Portable Document Format ("PDF")). Any such signature shall be of the same force and effect as an original signature, it being the express intent of the parties to create a valid and legally enforceable contract between them. The exchange and delivery of the Related Documents and the related signature pages via facsimile or as an attachment to electronic mail (including in PDF) shall constitute effective execution and delivery by the parties and may be used by the parties for all purposes. Notwithstanding the foregoing, at the request of either party, the parties hereto agree to exchange inked original replacement signature pages as soon thereafter as reasonably practicable.

[Signature Pages Follow]

Dated: October 12, 2023

LESSOR:

LESSEE:

BANC OF AMERICA PUBLIC CAPITAL CORP

COUNTY OF SONOMA

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

Exhibit A

Payment Schedule