

SCHEDULE OF PROPERTY NO. 4

Re: Master Equipment Lease/Purchase Agreement, dated as of June 1, 2012, between Banc of America Public Capital Corp, as Lessor, and City of Salinas, as Lessee

1. *Subject to Appropriation Schedule of Property.* The parties intend this Schedule to be structured as an annual appropriation lease obligation, rather than an abatement lease obligation. To accomplish this, the above-referenced Master Equipment Lease/Purchase Agreement (the “*Master Equipment Lease*”), shall be deemed amended solely for the purposes of this Schedule, as follows:

A. The following changes are hereby made to Section 1.01 of the Master Equipment Lease:

(i) The following shall be inserted in lieu of the definition for “Lease Term:”

“*Lease Term*” means the Scheduled Term upon its expiration or as terminated as provided in Section 3.03.

(ii) The dollar amount in the definition of “Maximum Equipment Cost” shall be changed from \$3,000,000.00 to \$9,500,000.00.

(iii) The following shall be inserted in lieu of the definition for “Acquisition Fund” and all references in the Master Equipment Lease to “Acquisition Fund” shall be replaced with “Escrow Account:”

“*Escrow Account*” means the fund established and held by the Escrow Agent pursuant to the Escrow Agreement.

(iv) The following shall be inserted in lieu of the definition for “Acquisition Fund Agreement” and all references in the Master Equipment Lease to “Acquisition Fund Agreement” shall be replaced with “Escrow Agreement:”

“*Escrow Agreement*” means the Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Account is established and administered.

(v) The following shall be inserted in lieu of the definition for “Acquisition Fund Custodian” and all references in the Master Equipment Lease to “Acquisition Fund Custodian” shall be replaced with “Escrow Agent:”

“*Escrow Agent*” means the Escrow Agent identified in the Escrow Agreement, and its successors and assigns.

(vi) The following definitions shall be inserted alphabetically in Section 1.01:

“*Acquisition Period*” means, with respect to each Lease for which an Escrow Account is established, that period identified in the related Schedule during which the Lease Proceeds attributable to such Lease may be expended on Equipment Costs pursuant to the related Escrow Agreement.

“*Original Term*” means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at such Commencement Date

“*Renewal Terms*” means the consecutive renewal terms of this Agreement, the first of which commences immediately after the end of the Original Term and each having a duration and term coextensive with each successive fiscal year of Lessee; *provided* that the final such renewal term shall commence on the first day of the last such fiscal year and end on the first business day after the last scheduled Rental Payment Date.

“*Scheduled Term*” means the Original Term and all Renewal Terms, with a final Renewal Term ending on December 2, 2032.

(vii) The following definition shall be deleted from Section 1.01:

“*Utilization Period*” means the date by which Lessee must deliver an Acceptance Certificate for the Equipment under such Lease as indicated in Section 3.05(b).

“*Vendor Agreement*” means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment under a Lease.

B. The following shall be added to the end of Section 3.01 of the Master Equipment Lease:

The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term as set forth in the Rental Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.03 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Rental Payment Schedule.

C. The following shall be inserted in lieu of Section 3.02 of the Master Equipment Lease:

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03, to continue the Lease Term through the Original Term and all Renewal Terms. Lessee affirms that sufficient funds are legally available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Scheduled Term can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for

such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease Term for any Renewal Term is within the sole discretion of the governing body of Lessee.

D. The following shall be inserted in lieu of Section 3.03 of the Master Equipment Lease:

Section 3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the Scheduled Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees to cease use of the Equipment and peaceably remove and deliver at Lessee's sole expense the Equipment to Lessor at the location(s) to be specified by Lessor within the State; *provided*, that Lessee shall pay month-to-month rent at the Contract Rate (or the Taxable Rate if then in effect) for each month or part thereof that Lessee fails to return the Equipment pursuant to this Section 3.03.

E. "Subject to Section 3.03," shall be inserted at the beginning of the first sentence of Section 4.01 of the Master Equipment Lease.

F. In Section 6.01 of the Master Equipment Lease, first paragraph, the following shall be inserted after the second sentence:

Upon the occurrence of an Event of Default or upon termination of this Agreement pursuant to Section 3.03, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or Section 12.02, as applicable.

G. In Section 7.02 of the Master Equipment Lease, the following shall be deleted:

(d) rental interruption insurance in an amount which shall cover Rental Payments for no less than 24 months;

H. In Section 12.02 of the Master Equipment Lease, the following paragraphs (a) through (d) shall be inserted in lieu of the existing paragraphs (a) through (d):

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating the Lease Term, Lessor may enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee and other amounts hereunder or the Equipment that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies hereunder, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees). The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities hereunder or with respect to the Equipment;

(c) Lessor may terminate the Escrow Agreement and apply any proceeds in the Escrow Account to the Rental Payments scheduled to be paid hereunder; and

(d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement or the Escrow Agreement or as a secured party in any or all of the Equipment or the Escrow Account.

All capitalized terms used herein, other than those amended or added, above, shall have the meanings ascribed to them in the Master Equipment Lease.

2. *Equipment.* For purposes of the Lease created hereby, the Equipment shall as comprise the property acquired with the proceeds of this Schedule of Property No. 4, together with all substitutions, renewals, repairs, or replacements, for or as additions, improvements, accessions and accumulation of such Equipment, and any accessories, equipment or other personal property, parts and appurtenances appertaining or attached to any of such equipment and other personal property or from time to time incorporated therein and installed thereon, including, but not limited to the following:

a. fire apparatus and vehicles to be more fully described on vendor invoices submitted with requisitions from the Escrow Account.

3. *Payment Schedule.*

(a) *Rental Payments.* The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1. Rental Payments shall commence on the date on which the Equipment listed in this Schedule is accepted by Lessee, as indicated in an Acceptance Certificate substantially in the form of Exhibit B to the Master Equipment Lease or the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent, whichever is earlier.

(b) *Purchase Price Schedule.* The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment

date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that no material adverse change in Lessee's financial condition has occurred since the date of the Master Equipment Lease.

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

6. *Lease Proceeds.* The Lease Proceeds which Lessor shall pay to the Escrow Agent for deposit to the Escrow Account in connection with this Schedule is \$3,261,000.

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the 36th month following the date hereof.

8. *Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Schedule, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations under this Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section 8, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date of this Schedule, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement for this Schedule shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section 8 have been delivered to Lessor.

9. *Lease Term.* The Lease Term shall consist of 84 months, ending on December 1, 2032.

10. *Purchase Option Commencement Date.* For purposes of Section 10.01(a) of the Lease, the Purchase Option Commencement Date is December 1, 2029.

11 *Registration.* Motor vehicles are to be registered and titled as follows:

Registered Owner: City of Salinas

Lienholder: Banc of America Public Capital Corp
Bank of America Plaza
600 Peachtree Street NE, 11th Floor
Atlanta, GA 30308-2265

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's file throughout the term of the Lease.

All costs associated with the registration and licensing of the Equipment will be for the account of the Lessee.

Dated: February 12, 2026

LESSOR:

Banc of America Public Capital Corp
555 California Street, 6th Floor
San Francisco, California 94104

LESSEE:

City of Salinas
200 Lincoln Avenue
Salinas, California 93901

By _____

Title _____

By _____

Title _____

(Seal)

Attest:

By _____

Title _____

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

EXHIBIT A-1

RENTAL PAYMENT SCHEDULE

Rental Payment Number	Rental Payment Date	Rental Payment Amount	Interest Portion @ 3.4917	Principal Portion	Balance	Payment Price
1	12/1/2026	\$527,741.76	\$91,407.76	\$436,334.00	\$2,824,666.00	N/A
2	12/1/2027	\$529,955.86	\$98,628.86	\$431,327.00	\$2,393,339.00	N/A
3	12/1/2028	\$529,955.22	\$83,568.22	\$446,387.00	\$1,946,952.00	N/A
4	12/1/2029	\$529,955.72	\$67,981.72	\$461,974.00	\$1,484,978.00	\$1,484,978.00
5	12/1/2030	\$529,955.98	\$51,850.98	\$478,105.00	\$1,006,873.00	\$1,006,873.00
6	12/1/2031	\$529,954.98	\$35,156.98	\$494,798.00	\$512,075.00	\$512,075.00
7	12/1/2032	\$529,955.12	\$17,880.12	\$512,075.00	-	
		----- \$3,707,474.64	----- \$446,474.64	----- \$3,261,000.00		

Prepayment Premium for purposes of Section 10.01(a) is 0%.

For purposes of this Lease, “*Taxable Rate*,” with respect to the interest component of Rental Payments, means an annual rate of interest equal to 4.4565%.

LESSEE:
City of Salinas

By _____

Title _____