

**Amendment Number 1**  
**Schedule of Property No. 2**  
**to**  
**Master Equipment Lease/Purchase Agreement**

This Amendment Number 1 (this "**Amendment**") is made this 15th day of February, 2023 to that certain Schedule of Property No. 2 dated as of February 1, 2021 to Master Equipment Lease/Purchase Agreement dated as of January 31, 2020 (together with the related Payment Schedule thereto and all exhibits, schedules, addenda, amendments, modifications, riders, and other documents and instruments thereto, the "**Lease**"), between Banc of America Public Capital Corp ("**Lessor**") and City of Pompano Beach, Florida ("**Lessee**").

W I T N E S S E T H:

WHEREAS, Lessor and Lessee are parties to the Lease; and

WHEREAS, Lessor and Lessee desire to amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Lease is hereby amended by deleting Section 6 in its entirety and replacing it with the following:

6. *Equipment Costs/ Lease Proceeds.* The Equipment Costs being financed by the Lease that Lessor shall pay in connection with this Schedule is \$2,000,000.00, of which Lease Proceeds in the amount of \$2,000,000.00 is for deposit into the Escrow Account. It is expected that by thirty (30) months from the date of this Schedule No. 2, 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 thirty (30) months from the date of this Schedule

2. The Lease is hereby amended by deleting Section 7 in its entirety and replacing it with the following:

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the 30th month following the date hereof.

3. Lessee represents, covenants and warrants for the benefit of Lessor that (a) Lessee is continuing to spend the funds in the Escrow Account to acquire the Equipment, (b) Lessee is proceeding with due diligence to complete the acquisition of the Equipment, (c) Lessee has reasonable plans to spend the remaining funds in the Escrow Account to complete the acquisition of the Equipment in relatively short order, and (d) the period of extension of the Acquisition Period that is evidenced by this Amendment reflect the expectations of Lessee to complete the acquisition of the Equipment on or before the expiration of this extended Acquisition Period.
4. It is the intention of Lessor and Lessee that, upon execution, this Amendment shall constitute a part of the Lease. Except as amended hereby, the Lease shall remain in full force and effect and is in all respects hereby ratified and affirmed. To the extent that the provisions of this Amendment conflict with the provisions of the Lease, the provisions of this Amendment shall control. Capitalized terms not otherwise defined herein shall have the meanings ascribed them in the Lease.

**IN WITNESS WHEREOF**, the parties, each by its duly authorized officer or agent, have duly executed and delivered this Amendment, which is intended to take effect as a sealed instrument, as of the day and year first written above.

Attest:

**LESSEE / CITY OF POMPANO BEACH**

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK

By: \_\_\_\_\_  
REX HARDIN, MAYOR

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

(SEAL)

**LESSOR**

BANC OF AMERICA PUBLIC CAPITAL CORP  
555 California Street, 4<sup>th</sup> Floor  
San Francisco, California 94104  
Attention: Contract Administration  
Fax No.: (415) 765-7373

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_