

SCHEDULE OF PROPERTY NO. 2

Re: Master Equipment Lease/Purchase Agreement, dated as of January 31, 2020, between BANC OF AMERICA PUBLIC CAPITAL CORP, a Kansas corporation, as Lessor, and the CITY OF POMPANO BEACH, FLORIDA, 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.* For purposes of the Lease created hereby, the following items of Equipment, as further described in each related Disbursement Request submitted pursuant to the Escrow Agreement, are hereby included under this Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QTY	DESCRIPTION	BASE LOCATION/ DEPARTMENT*
8	Beds	Fire Logistics
1	Refrigerators	Fire Logistics
1	Printer	Fire Logistics
80	Vessel Exclusion Buoys	Ocean Rescue
3	Conex boxes	Fire Training
2	CPR mannequins	Fire Training
1	Scoreboard- Aquatic Center	Aquatics
1	Thomas Bus	Recreation Activities
140	Golf Cart Batteries	Recreation Activities
1	Rescue ambulance	EMS
2	12-Lead defibrillators	EMS
5	AEDs	EMS
2	CPR Lucas Devices	EMS
2	Toughbook computers	EMS
1	International Truck	Solid Waste Operations
1	Bulk (Clam) Truck	Solid Waste Operations
1	Underground container vehicle	Solid Waste Operations

*All locations within the City of Pompano Beach, Florida.

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 Rental Payment Schedule attached to this 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 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 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 Rental Payment Schedule attached to this 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 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 Schedule; (f) the Equipment listed in this 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.* The terms and provisions of the Agreement (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. *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 twenty-four (24) 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 twenty-four (24) months from the date of this Schedule.

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the 24th month following the date hereof.

8. *Lease Term.* The Lease Term shall consist of the Original Term and five (5) consecutive Renewal Terms, with the final Renewal Term ending on November 2, 2025, subject to earlier termination pursuant to the Agreement.

9. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled in the name of Lessee as registered owner.

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 files throughout the Lease Term of the Lease created hereby.

10. *Electronic Signatures.* 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.

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Dated: February 1, 2021

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

LESSEE:
CITY OF POMPANO BEACH, FLORIDA,
100 West Atlantic Boulevard
Pompano Beach, Florida 33060
Attention: Finance Director
Fax No.: (954) 786-4687

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

RENTAL PAYMENT SCHEDULE

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION (0.9987%)	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE	CASUALTY VALUE
2/1/2021	\$ -	\$ -	\$ -	\$ 2,000,000.00	\$ -	\$ -
5/1/2021	\$ 205,023.27	\$ 4,993.50	\$ 200,029.77	\$ 1,799,970.23	N/A	\$ 1,817,969.93
11/1/2021	\$ 205,023.27	\$ 8,988.15	\$ 196,035.12	\$ 1,603,935.11	N/A	\$ 1,619,974.46
5/1/2022	\$ 205,023.27	\$ 8,009.25	\$ 197,014.02	\$ 1,406,921.08	N/A	\$ 1,420,990.29
11/1/2022	\$ 205,023.27	\$ 7,025.46	\$ 197,997.81	\$ 1,208,923.27	N/A	\$ 1,221,012.50
5/1/2023	\$ 205,023.27	\$ 6,036.76	\$ 198,986.51	\$ 1,009,936.76	N/A	\$ 1,020,036.13
11/1/2023	\$ 205,023.27	\$ 5,043.12	\$ 199,980.15	\$ 809,956.61	\$ 809,956.61	\$ 809,956.61
5/1/2024	\$ 205,023.27	\$ 4,044.52	\$ 200,978.75	\$ 608,977.85	\$ 608,977.85	\$ 608,977.85
11/1/2024	\$ 205,023.27	\$ 3,040.93	\$ 201,982.34	\$ 406,995.51	\$ 406,995.51	\$ 406,995.51
5/1/2025	\$ 205,023.27	\$ 2,032.33	\$ 202,990.94	\$ 204,004.57	\$ 204,004.57	\$ 204,004.57
11/1/2025	\$ 205,023.27	\$ 1,018.70	\$ 204,004.57	\$ -	\$ -	\$ -
Total	\$ 2,050,232.70	\$ 50,232.70	\$ 2,000,000.00			

Contract Rate; Taxable Rate. The Contract Rate for this Schedule is 0.9987% per annum. The Taxable Rate for this Schedule is 1.2747% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is November 1, 2023.

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LESSOR:
BANC OF AMERICA PUBLIC CAPITAL CORP

LESSEE:
CITY OF POMPANO BEACH, FLORIDA

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

[Signature page to Rental Payment Schedule (Schedule of Property No. 2)]