

August 12, 2019

VIA FEDEX

Stephen F. Matty, Esq.
City of La Crosse
400 La Crosse Street
La Crosse, WI 54601

Re: Bank of America / City of La Crosse, Wisconsin Master Tax-Exempt
Lease/Purchase Agreement

Dear Mr. Matty:

Enclosed please find a set of executed documents for the above-referenced transaction.

Please let me know if you have any questions regarding the enclosed. Thank you.

Sincerely,



Bradley J. Nielsen

rjh

Enclosure

CLOSING DOCUMENTS

Master Tax-Exempt Lease/Purchase Agreement
between
City of La Crosse, Wisconsin (the “Lessee”)
and
Bank of America, National Association (the “Lessor”)

Closing May 14, 2019

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MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

This Equipment Lease/Purchase Agreement (this "*Agreement*") dated as of May 14, 2019 and entered into by and between **Banc of America Public Capital Corp**, a Kansas corporation (together with its successors, assigns and transferees, and as more particularly defined herein, "*Lessor*"), and **City of La Crosse, Wisconsin**, a municipal corporation existing under the laws of the State of Wisconsin ("*Lessee*").

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment described in each Equipment Schedule, subject to the terms and conditions of and for the purposes set forth in each Lease (as each such term is defined herein); and,

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment and other personal property may be financed pursuant to one or more Leases entered into from time to time in accordance with this Agreement by execution and delivery of additional Equipment Schedules by the parties hereto, subject to the terms and conditions provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State (as such term is defined herein) to enter into this Agreement and each Equipment Schedule for the purposes set forth herein and therein;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Acquisition Amount" means, with respect to each Lease, the amount specified in the related Equipment Schedule and represented by Lessee to be sufficient, together with Lessee's Funds, for the purpose of acquiring and installing the Equipment listed in such Lease.

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

"Agreement" means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to this Agreement pursuant to Section 13.04.

“*Code*” means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code in this Agreement and a Lease shall be deemed to include the relevant United States Treasury Regulations proposed or in effect thereunder.

“*Commencement Date*” means, for each Lease, the date when Lessee’s obligation to pay rent commences under such Lease, which date shall be the earlier of (a) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, or (b) the date on which the related Lease Proceeds are deposited in the related Escrow Account.

“*Contract Rate*” means, with respect to each Lease, the rate identified as such in the related Payment Schedule.

“*Disbursement Request*” means, with respect to each Lease for which an Escrow Account is established, the disbursement request attached to the applicable Escrow Agreement as Schedule 1 and made a part thereof.

“*Equipment*” means, with respect to each Lease, the property listed in the related Equipment Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Article V or Section 8.01. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

“*Equipment Costs*” means, with respect to each Lease, the total cost of the Equipment listed in the related Equipment Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, and other costs incurred in connection with the acquisition, installation and/or financing of the Equipment as provided in the related Lease.

“*Equipment Schedule*” means each separately numbered Equipment Schedule, substantially in the form of *Exhibit A* hereto, together with the related Payment Schedule and any Riders attached to such Equipment Schedule.

“*Escrow Account*” means, with respect to any Lease, the account established and held by the Escrow Agent pursuant to the related Escrow Agreement, if any.

“*Escrow Agent*” means, with respect to each Lease for which an Escrow Account is established, the Escrow Agent identified in the Escrow Agreement, and its successors and assigns.

“*Escrow Agreement*” means, with respect to each Lease for which an Escrow Account is established, an 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.

“*Event of Default*” means an Event of Default described in Section 12.01.

“*Event of Non-appropriation*” means, with respect to a Lease, the failure of Lessee’s governing body to appropriate or otherwise make available funds to pay Rental Payments under

each Lease following the Original Term or then current Renewal Term sufficient for the continued performance of such Lease by Lessee.

“*Lease*” means an Equipment Schedule and the terms and provisions of this Agreement which are incorporated by reference into such Equipment Schedule.

“*Lease Proceeds*” means, with respect to each Lease for which an Escrow Account is established, the total amount of money to be paid by Lessor to the Escrow Agent for deposit and application in accordance with such Lease and the related Escrow Agreement.

“*Lease Term*” means, with respect to each Lease, the Original Term and all Renewal Terms provided in the related Equipment Schedule.

“*Lessee*” means the entity referred to as Lessee in the first paragraph of this Agreement.

“*Lessee’s Funds*” means, with respect to each Lease, the funds of Lessee that Lessee will use to pay the costs of the Equipment in excess of the Acquisition Amount.

“*Lessor*” means (a) the entity referred to as Lessor in the first paragraph of this Agreement and its successors or (b) any assignee or transferee pursuant to Section 11.01 of any right, title or interest of Lessor in and to the Equipment under the applicable Lease (including the Rental Payments and other amounts due thereunder), any related Escrow Agreement and Escrow Account, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform hereunder or under such Lease.

“*Material Adverse Change*” means any change in Lessee’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee’s ability to perform its obligations under this Agreement or any Lease.

“*Original Term*” means, with respect to each Lease, the period from the related Commencement Date until the end of the fiscal year of Lessee in effect at such Commencement Date.

“*Outstanding Balance*” means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled “Outstanding Balance” on the Payment Schedule.

“*Payment Schedule*” means, with respect to each Lease, the Payment Schedule attached to and made a part of the related Equipment Schedule and substantially in the form of *Exhibit B* attached to this Agreement.

“*Prepayment Price*” means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled “Prepayment Price” on the Payment Schedule.

“*Principal Portion*” means, with respect to each Lease, the amount that is shown for each Rental Payment Date under the column titled “Principal Portion” on the Payment Schedule.

“*Related Documents*” means, with respect to each Lease, the Lease, this Agreement and the related Escrow Agreement, each as may be amended and supplemented.

“*Renewal Terms*” means, with respect to each Lease, the consecutive renewal terms of such Lease as specified in the related Equipment Schedule, the first of which commences immediately after the end of the Original Term and each having a duration and a 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.

“*Rental Payment Date*” means, with respect to each Lease, each date on which Lessee is required to make a Rental Payment under such Lease as specified in the related Payment Schedule.

“*Rental Payments*” means, with respect to each Lease, the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the related Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay the principal component under such Lease and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

“*SEC*” means the U.S. Securities and Exchange Commission.

“*State*” means the State of Wisconsin.

“*Taxable Rate*” means, with respect to each Lease, for each day that the interest component of Rental Payments is taxable for Federal income tax purposes, an interest rate equal to the Contract Rate plus a rate sufficient such that the total interest to be paid on any Rental Payment Date would, after such interest was reduced by the amount of any Federal, state or local income tax (including any interest, penalties or additions to tax) actually imposed thereon, equal the amount of interest otherwise due to Lessor.

“*Vendor*” means the manufacturer, installer or supplier of the Equipment listed in an Equipment Schedule or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessee arranged Lessee’s acquisition, installation, maintenance and/or servicing of the Equipment pursuant to the applicable Lease.

“*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.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State, with full

power and authority to enter into the Related Documents and the transactions contemplated thereby and to perform all of its obligations thereunder.

(b) Lessee has duly authorized the execution and delivery of the Related Documents by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Related Documents.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to any Lease.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation of the State.

(e) Lessee has complied with such procurement and public bidding requirements as may be applicable to the Related Documents and the acquisition and installation by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term under each Lease, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under the related Lease.

(g) Lessee has kept, and throughout the Lease Term of each Lease shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows, and (4) footnotes, schedules and attachments to the financial statements) within two hundred seventy (270) days after the end of its fiscal year, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) upon Lessor's request, its annual budget for any prior or current fiscal year or for the following fiscal year when approved but not later than thirty (30) days prior to the end of its current fiscal year. The financial statements described in this subsection (g)(i) shall be accompanied by an unqualified opinion of Lessee's independent auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has an immediate need for the Equipment listed on each Equipment Schedule and expects to make immediate use of the Equipment listed on each Equipment Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the related Lease Term.

(i) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value

basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Acquisition Amount relating to any Lease will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations under the Related Documents. Lessee will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's first priority security interest in the Equipment and the Escrow Account and Lessor's rights and benefits under each Lease and related Escrow Agreement.

(k) Lessee is the fee owner of the real estate where the Equipment under each Lease is and will be located (the "*Real Property*") and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such Real Property.

(l) No lease, rental agreement, lease-purchase agreement, payment agreement or contract for purchase to which Lessee has been a party at any time has been terminated by Lessee as a result of insufficient funds being appropriated in any fiscal year. No event has occurred which would constitute an event of default under any debt, revenue bond or obligation which Lessee has issued during the past ten (10) years.

(m) In connection with the Lessee's compliance with any continuing disclosure undertakings (each, a "*Continuing Disclosure Agreement*") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "*Rule*"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("*EMMA*"), notice of its incurrence of its obligations under the Related Documents and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with the Related Documents, in each case including posting a full copy thereof or a description of the material terms thereof (each such posting, an "*EMMA Posting*"). Except to the extent required by applicable law, including the Rule, Lessee shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about Lessor or its affiliates and any Escrow Agent in any portion of such EMMA Posting: address and account information of Lessor or its affiliates and any Escrow Agent; e-mail addresses telephone numbers, fax numbers, names and signatures of officers, employees and signatories of Lessor or its affiliates and any Escrow Agent; and the form of Disbursement Request that is attached to the Escrow Agreement.

Lessee acknowledges and agrees that Lessor and its affiliates are not responsible for Lessee's or any other entity's (including, but not limited to, any broker-dealer's) compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any

Continuing Disclosure Agreement or any applicable securities or other laws, including but not limited to those relating to the Rule.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms and conditions of this Agreement, Lessor agrees to provide the funds specified in each Lease to be provided by it for Lessee to acquire the Equipment described in the related Equipment Schedule. Upon the execution and delivery of each Lease, Lessor thereby demises, leases and transfers to Lessee, and Lessee thereby acquires, rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof. The Lease Term for each Lease 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 set forth in such Lease. 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 each Lease for the next Renewal Term unless Lessee shall have terminated such Lease 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 applicable Lease. Each Equipment Schedule signed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent lease and installment purchase of the Equipment therein described.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03, to continue the Lease Term of each Lease through the Original Term and all Renewal Terms and to pay the Rental Payments due thereunder. 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 Lease Term of each Lease 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 under each Lease, 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 for each Lease is within the sole discretion of the governing body of Lessee.

Section 3.03. Non-appropriation. Lessee is obligated only to pay such Rental Payments under each Lease 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 under any Lease following the then current Original Term or Renewal Term, such Lease or Leases shall be deemed terminated at the end of the then current Original Term or Renewal Term thereunder. 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 term beyond such Original Term or Renewal Term. If any Lease is terminated in accordance with this Section 3.03, Lessee agrees to cease use of the Equipment thereunder and peaceably remove and deliver to Lessor, at Lessee's sole expense (from legally available funds), such Equipment to Lessor at the location(s) to be specified by Lessor.

Section 3.04. Conditions to Lessor's Performance.

(a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, the following:

- (i) A fully completed Equipment Schedule, executed by Lessee;
- (ii) If an Escrow Account is to be established with respect to such Lease, an Escrow Agreement, satisfactory to Lessor and executed by Lessee and the Escrow Agent;
- (iii) A certified copy of a resolution, ordinance or other official action of Lessee's governing body, substantially in the form attached hereto as *Exhibit C-1A* or *Exhibit C-1B*, as applicable, authorizing the execution and delivery of this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto and performance by Lessee of its obligations under this Agreement and the applicable Lease and related Escrow Agreement, if any, entered into pursuant hereto;
- (iv) A Certificate completed and executed by the Clerk or Secretary or other comparable officer of Lessee, substantially in the form attached hereto as *Exhibit C-2A* or *Exhibit C-2B*, as applicable, completed to the satisfaction of Lessor;
- (v) An opinion of counsel to Lessee, substantially in the form attached hereto as *Exhibit D* and otherwise satisfactory to Lessor;
- (vi) Evidence of insurance as required by Section 7.02;
- (vii) All documents, including financing statements, affidavits, notices and similar instruments which Lessor deems necessary or appropriate at that time pursuant to Section 6.02;
- (viii) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located;
- (ix) A copy of the Form 8038-G with respect to the Lease then being entered into, fully completed and executed by Lessee;
- (x) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty (60) days prior to the Commencement Date for the Lease then being entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than sixty (60) days prior to the date of such resolution;
- (xi) Copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessee), to the extent required by Section 5.01(b);

(xii) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor;

(xiii) A certified copy of any Surety Bond satisfying the conditions set forth in Section 7.04 for the Lease then being entered into, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date for such Lease, provided however, that no "Disbursement Request" pursuant to the related Escrow Agreement shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in Section 7.04 have been delivered to Lessor for such Lease; and

(xiv) Such other items as are set forth in the related Equipment Schedule or are reasonably required by Lessor.

(b) In addition to satisfaction of the conditions set forth in subsection (a) of this Section 3.04, the performance by Lessor of any of its obligations under the Related Documents shall be subject to: (i) no Material Adverse Change having occurred since the date of this Agreement, (ii) no Event of Default having occurred and then be continuing under any Lease then in effect, (iii) no Event of Non-appropriation under any Lease then in effect having occurred or being threatened, and (iv) no Lease having been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) Subject to satisfaction of the foregoing, (i) Lessor will pay the Acquisition Amount for Equipment described in an Equipment Schedule to the Vendor or reimburse Lessee for its prior expenditures with respect to such Equipment (subject to satisfaction of Section 3.04(a)(xi)), upon receipt of the documents described in Sections 5.01(a) and (b); or (ii) if an Escrow Account is being established with respect to the related Lease, Lessor will deposit the Lease Proceeds for Equipment described in the applicable Equipment Schedule with the Escrow Agent to be held and disbursed pursuant to the related Escrow Agreement.

(d) This Agreement is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enters into any proposed Lease shall be a decision solely within their respective discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

(f) In the event of any conflict in terms between an Equipment Schedule and this Agreement, the terms of the Equipment Schedule shall control in the interpretation of the Lease created thereby.

ARTICLE IV

Section 4.01. Rental Payments. Subject to Section 3.03, Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the Rental Payment Dates and in such amounts as provided in each Lease. If any Rental Payment or other amount payable hereunder is not paid within ten (10) days of its due date, Lessee shall pay an administrative late charge of five percent (5%) of the amount not timely paid or the maximum amount permitted by law, whichever is less. Lessee shall not permit the Federal Government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest components as more fully detailed on the Payment Schedule for each Lease, the interest on which begins to accrue as of the Commencement Date for each such Lease.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the applicable Lease Term.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained in this Agreement or in any Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, disputes with the Lessor or the Vendor of any Equipment, any defects, malfunctions, breakdowns or infirmities in the Equipment or any accident, condemnation or unforeseen circumstances, or failure of any Vendor to deliver any Equipment or otherwise perform any of its obligations for whatever reason, including bankruptcy, insolvency, reorganization or any similar event with respect to any Vendor.

Section 4.05. Tax Covenants.

Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for Federal income tax purposes. In connection with the foregoing, Lessee hereby agrees that (a) so long as any Rental Payments under a Lease remain unpaid, moneys on deposit in the Escrow Account under any Escrow Agreement related to such Lease shall not be used in a manner that will cause such Lease to be classified as an "arbitrage bond" within the

meaning of Section 148(a) of the Code; and (b) Lessee shall rebate, from funds legally available for the purpose, an amount equal to excess earnings on the Escrow Account under any Escrow Agreement to the Federal Government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability with respect to a Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for Federal income tax purposes (which retroactive date for such Lease shall be the earliest date as of which the interest component of any Rental Payment for such Lease is deemed includible in the gross income of the owner or owners thereof for Federal income tax purposes, which may be earlier than the date of delivery of such determination by the Internal Revenue Service), and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, “*Event of Taxability*” means the circumstance of the interest component of any Rental Payment paid or payable pursuant to a Lease becoming includible for Federal income tax purposes in an owner’s gross income as a consequence of any act, omission or event whatsoever, including but not limited to the matters described in the immediately succeeding sentence, and regardless of whether the same was within or beyond the control of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under a Lease has become includable in the gross income of the owner thereof for Federal income tax purposes. For all purposes of this definition, an Event of Taxability shall be deemed to occur on the date as of which the interest component of any Rental Payment is deemed includable in the gross income of the owner thereof for Federal income tax purposes.

Section 4.07. Mandatory Prepayment. If Lease Proceeds are deposited into an Escrow Account, any funds not applied to Equipment Costs and remaining in such Escrow Account on the earlier of (a) the expiration of the applicable Acquisition Period, (b) the date on which Lessee delivers to the Lessor the executed Disbursement Request to effect the final disbursement to pay (or reimburse) Equipment Costs from such Escrow Account or (c) a termination of the Escrow Account as provided in the Escrow Agreement shall be applied by Lessor on each successive Rental Payment Date thereafter to pay all or a portion of the Rental Payment due and owing in the succeeding twelve (12) months and any remaining amounts shall be applied by Lessor as

prepayment to the applicable unpaid Principal Portion of Rental Payments owing under the related Lease in the inverse order of the Rental Payment Dates.

ARTICLE V

Section 5.01. Acquisition, Delivery, Installation and Acceptance of Equipment.

(a) With respect to each Lease, Lessee shall order the Equipment to be acquired and financed thereunder, cause the Equipment to be delivered and installed at the location specified in such Lease and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in a Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor a Final Acceptance Certificate in the form attached hereto as *Exhibit E*; *provided, however*, that if an Escrow Account has been established with respect to such Lease as provided in Section 3.04, Lessee shall execute and deliver Disbursement Requests to the Lessor pursuant to the related Escrow Agreement for the purpose of effecting disbursements from the Escrow Account to pay (or reimburse) Equipment Costs for the Equipment so acquired and installed pursuant to such Lease. In connection with the execution and delivery by Lessee to Lessor of the final Disbursement Request under the applicable Escrow Agreement for a Lease, Lessee shall deliver to Lessor a “Final Acceptance Certificate” in the form attached hereto as *Exhibit E*.

(b) (i) With respect to a Lease entered into without an Escrow Agreement, Lessee shall deliver to Lessor copies of invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. Lessee shall execute and deliver to Lessor an Equipment Schedule pursuant to Section 3.04(a)(i) within five (5) business days of receipt from Lessor, subject to satisfaction of the conditions set forth in Section 3.04. (ii) With respect to a Lease entered into with an Escrow Agreement, Lessor shall prepare an Equipment Schedule. In connection with the execution and delivery of the related Escrow Agreement, Lessee shall execute and deliver to Lessor such Equipment Schedule pursuant to Section 3.04(a)(i) within five (5) business days of receipt, subject to satisfaction of the conditions set forth in Section 3.04. Lessee shall deliver to Lessor together with each Disbursement Request invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale or other evidence of title transfer to Lessee relating to each item of Equipment accepted by Lessee as evidenced by such Disbursement Request. Once approved, Lessor shall deliver such Disbursement Request to the Escrow Agent for disbursement from the Escrow Account in accordance with the Escrow Agreement.

Section 5.02. Quiet Enjoyment of Equipment. So long as no Event of Default exists under the related Lease, neither Lessor nor any entity claiming by, through or under Lessor, shall interfere with Lessee’s quiet use and enjoyment of the Equipment during the Lease Term under such Lease.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved or relocated from the location specified for it in the related Lease without Lessor’s prior written consent, which consent shall not be unreasonably withheld. Lessor shall have the right at

all reasonable times during regular business hours to enter into and upon the property where the Equipment is located for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee shall not install, use, operate or maintain the Equipment (or cause the Equipment to be installed, used, operated or maintained) improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body, including, without limitation, all anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under the related Lease.

Lessee agrees that it shall (a) maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer; (b) proceed promptly, at its expense, to protect its rights and exercise its remedies under any warranty then in effect with respect to the Equipment under each Lease; and (c) replace or rebuild any component of the Equipment under any Lease that becomes permanently unfit for normal use or inoperable during the Lease Term of such Lease (herein, the “*Inoperable Component*”) in order to keep the Equipment as a whole in good repair and working order during the Lease Term of such Lease. Lessee shall promptly notify Lessor in writing when any component of the Equipment under any Lease is reasonably expected within forty-five (45) days to become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component under such Lease with a similar component of comparable or improved make and model that has at least the equivalent value and utility of the applicable Inoperable Component, a remaining useful life of no less than the remaining Lease Term under such Lease and such replacement or rebuilt component shall be in good operating condition. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer’s maintenance upon the return of the Equipment to Lessor as provided for in Sections 3.03 and 12.02(b).

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the security interest of Lessor.

ARTICLE VI

Section 6.01. Title to the Equipment. During the Lease Term under each Lease, and so long as Lessee is either not in default under Article XII hereof or an Event of Non-appropriation has not occurred, all right, title and interest in and to each item of the Equipment under the related Lease shall be vested in Lessee immediately upon its acceptance of each item of Equipment, subject to the terms and conditions hereof and under the applicable Lease. Lessee

shall at all times protect and defend, at its own cost and expense, its title, and Lessor's first priority security interest, in and to the Equipment (and Lessor's other Collateral as defined in Section 6.02) from and against all claims, liens and legal processes of its creditors, and keep all Equipment (and such other Collateral) free and clear of all such claims, liens and processes. Upon the occurrence of an Event of Default under a Lease or upon termination of a Lease 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 12.02, as applicable. Upon payment of all amounts due and owing under a Lease by Lessee in accordance with Section 10.01, Lessor's security interest or other interest in the Equipment under such Lease shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security interest in the Equipment subject to the related Lease.

Section 6.02. Security Interest. As additional security for the payment and performance of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee hereby grants to Lessor a first priority security interest constituting a first lien on (a) the Equipment subject to such Lease, (b) moneys and investments held from time to time in any related Escrow Account and (c) any and all proceeds of any of the foregoing, including, without limitation, insurance proceeds (collectively, the "Collateral"). Upon the execution of each Lease, Lessee authorizes Lessor to file (and Lessee agrees to execute, if applicable) such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Collateral, including, without limitation, such financing statements with respect to personal property and fixtures under Article 9 of the Uniform Commercial Code in effect in the State and treating such Article 9 as applicable to entities such as Lessee.

Section 6.03. Personal Property, No Encumbrances. Lessee agrees that the Equipment is deemed to be and will remain personal property, and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment under a Lease is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; provided, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment under such Lease acceptable to Lessor or its assigns in their respective discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not be unreasonably withheld.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment under each Lease free of all levies, liens, and encumbrances except

those created by such Lease. The parties to this Agreement contemplate that the Equipment under each Lease will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the lease, sale, purchase, operation, use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the operation, use and maintenance of the Equipment. Lessee shall pay such taxes, assessments or charges as the same may become due; *provided* that, with respect to any such taxes, assessments or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term under the affected Lease. During the Lease Term under each Lease, Lessor will not claim ownership of the Equipment thereunder for the purposes of any tax credits, benefits or deductions with respect to such Equipment.

Section 7.02. Insurance. Lessee shall during the Lease Term under each Lease maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the greater of (i) the then applicable Prepayment Price of the Equipment under such Lease or (ii) the replacement cost of such Equipment; (b) liability insurance naming Lessor and its assigns as additional insured that protects Lessor from liability with limits of at least \$5,000,000 per occurrence for bodily injury and property damage coverage (such liability insurance coverage may be in a combination of primary general liability and/or excess liability umbrella coverage), and in all events under clauses (a) and (b) issued in form and amount satisfactory to Lessor and by an insurance company that is authorized to do business in the State and having a financial strength rating by A.M. Best Company of "A-" or better; and (c) worker's compensation coverage as required by the laws of the State. Notwithstanding the foregoing, Lessee may self-insure against the risks described in clauses (a) and/or (b) through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior consent (which Lessor may grant, withhold or deny in its sole discretion) and *provided* that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee is permitted, at Lessor's sole discretion, to self-insure as provided in this Section 7.02, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as *Exhibit F*. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term under each Lease. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

Section 7.03. Risk of Loss. Whether or not covered by insurance or self-insurance, Lessee hereby assumes all risk of loss of, or damage to and liability related to injury or damage to any persons or property arising from the Equipment under any Lease from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment under any Lease shall relieve Lessee of the obligation to make the Rental Payments or to perform any other obligation under any Lease. Whether or not covered by insurance or self-insurance, Lessee

hereby agrees to reimburse Lessor (to the fullest extent permitted by applicable law, but only from legally available funds) for any and all liabilities, obligations, losses, costs, claims, taxes or damages suffered or incurred by Lessor, regardless of the cause thereof and all expenses incurred in connection therewith (including, without limitation, counsel fees and expenses, and penalties connected therewith imposed on interest received) arising out of or as a result of (a) entering into this Agreement or any Lease or any of the transactions contemplated hereby or thereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment under any Lease, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment under any Lease resulting in damage to property or injury to or death to any person, and/or (d) the breach of any covenant of Lessee under or in connection with this Agreement or any Lease or any material misrepresentation provided by Lessee under or in connection with this Agreement or any Lease. The provisions of this Section 7.03 shall continue in full force and effect notwithstanding the full payment of all obligations under any or all Leases or the termination of the Lease Term under any or all Leases for any reason.

Section 7.04. 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 under each Lease, 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 for each such Lease. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment under the applicable Lease 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 for each Lease, and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. For each Lease, any proceeds from a related 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 such Lease, 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 under any Lease or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to the Equipment under any Lease, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. For each such Lease, 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 the affected Lease.

Section 7.05. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 7.02, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All

amounts so advanced by Lessor shall constitute additional rent for the then current Original Term or Renewal Term under the affected Lease and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) *plus* five percent (5%) per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. If, prior to the termination of the Lease Term under the related Lease, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, (i) Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment or such part thereof and any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee or (ii) Lessee shall exercise its option to prepay the obligations under the affected Lease in accordance with Section 10.01(b).

If Lessee elects to replace any item of the Equipment (the "*Replaced Equipment*") pursuant to this Section 8.01, the replacement equipment (the "*Replacement Equipment*") shall be new or of a quality, type, utility and condition at least as good as the Replaced Equipment, shall be of equal or greater value than the Replaced Equipment and shall provide at least the same level of energy and/or operational savings expected in the aggregate from the Replaced Equipment prior to such casualty, destruction or condemnation. Lessee shall grant to Lessor a first priority security interest in any such Replacement Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's security interest in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rental Payment Date after the occurrence of a casualty event, or be required to exercise its option to prepay the obligations under the related Lease with respect to the damaged Equipment in accordance with Section 10.01(b).

For purposes of this Article VIII, the term "*Net Proceeds*" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or

improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Prepayment Price under the related Lease *plus* all other amounts then owing thereunder, and, upon such payment, the applicable Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate as provided in Section 6.01. The amount of the Net Proceeds remaining, if any, after completing such repair, restoration, modification or improvement or after paying such Prepayment Price for such Lease *plus* all other amounts then owing thereunder shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section 8.02, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of any of the Equipment under each Lease, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment under each Lease shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, any Lease, any Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or any Lease.

Section 9.02 Vendor Agreements; Warranties. Lessee covenants that it shall not in any material respect amend, modify, rescind or alter any Vendor Agreement for any Lease without the prior written consent of Lessor. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term under each Lease, so long as Lessee shall not be in default under such Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against a Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the applicable Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights and obligations of Lessor with respect to any Lease, including the right to receive full and timely Rental Payments and other payments under each Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to any of the Equipment under each Lease.

ARTICLE X

Section 10.01. Prepayment; Payment in Full.

(a) *Prepayment.* Lessee shall have the option to prepay or satisfy all, but not less than all, of its obligations under a Lease, at the following times and upon the following terms:

(i) *Optional Prepayment.* From and after the date specified (if any) in the applicable Payment Schedule (the "*Prepayment Option Commencement Date*"), on the Rental Payment Dates specified in such Payment Schedule, upon not less than thirty (30) days prior written

notice, and upon payment in full of the sum of all Rental Payments then due under the related Lease *plus* the then applicable Prepayment Price, which may include a prepayment premium on the unpaid Outstanding Balance as set forth in such Payment Schedule *plus* all other amounts then owing thereunder; or

(ii) *Casualty or Condemnation Prepayment.* In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the prepayment option (which shall be the earlier of the next Rental Payment Date or sixty (60) days after the casualty event) upon payment in full to Lessor of (A) in the event such prepayment occurs on a Rental Payment Date, the sum of (i) all Rental Payments then due under such Lease *plus* (ii) the then applicable Prepayment Price for such Lease *plus* (iii) all other amounts then owing thereunder OR, (2) in the event such prepayment for such Lease occurs on a date other than a Rental Payment Date, the sum of Bi) the applicable Prepayment Price shown on the Payment Schedule for such Lease for the Rental Payment Date immediately preceding the applicable date of such prepayment (or if the date of such prepayment occurs prior to the first Rental Payment Date for such Lease, the earliest Prepayment Price shown on the related Payment Schedule) *plus* (ii) accrued interest at the Contract Rate (or the Taxable Rate if then in effect) on the Outstanding Balance as of the Rental Payment Date immediately preceding the applicable date of such prepayment from such Rental Payment Date (or if the date of such prepayment occurs prior to the first Rental Payment Date, the Commencement Date for such Lease) to the date of such prepayment *plus* (iii) all other amounts then owing thereunder.

(b) *Payment in Full.* Upon the expiration of the Lease Term under a Lease, upon payment in full of all Rental Payments then due and all other amounts then owing under such Lease to Lessor.

(c) Lessor's security interests in and to the related Equipment under such Lease will be terminated and Lessee will own such Equipment free and clear of Lessor's security interest in such Equipment after either (i) payment of the applicable Prepayment Price and all other amounts then owing under a Lease in accordance with Section 10.01(a)(i) or (a)(ii) or (ii) upon the expiration of the Lease Term of a Lease and payment in full of all Rental Payments then due and all other amounts then owing thereunder in accordance with Section 10.01(b).

ARTICLE XI

Section 11.01. Assignment by Lessor.

(a) Lessor's right, title and interest in and to the Rental Payments and any other amounts payable by Lessee under any and all of the Leases and the Escrow Agreement relating to any Lease, its security interest in the Equipment subject to the related Lease and in any related Escrow Account, and all proceeds therefrom (collectively, with respect to each Lease and related Escrow Agreement, the "*Related Assigned Rights*"), may be assigned and reassigned by Lessor at any time, in whole or in part, to one or more assignees or sub-assignees without the necessity of obtaining the consent of Lessee; *provided*, that any such assignment, transfer or conveyance (i) shall be made only to investors each of whom Lessor reasonably believes is a "*qualified institutional buyer*" as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933,

as amended, or an “*accredited investor*” as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act of 1933, as amended, and in either case is purchasing the Related Assigned Rights (or any interest therein) for its own account with no present intention to resell or distribute such Related Assigned Rights (or interest therein), subject to each investor’s right at any time to dispose of the Related Assigned Rights (or any interest therein) as it determines to be in its best interests, (ii) shall not result in more than 35 owners of the Related Assigned Rights with respect to a Lease or the creation of any interest in the Related Assigned Rights with respect to a Lease in an aggregate principal component that is less than \$100,000 and (iii) shall not require Lessee to make Rental Payments, to send notices or otherwise to deal with respect to matters arising under the Related Assigned Rights with respect to a Lease with or to more than one Lease Servicer (as such term is defined below), and any trust agreement, participation agreement or custodial agreement under which multiple ownership interests in the Related Assigned Rights with respect to a Lease are created shall provide the method by which the owners of such interests shall establish the rights and duties of a single entity, trustee, owner, servicer or other fiduciary or agent acting on behalf of all of the assignees (herein referred to as the “*Lease Servicer*”) to act on their behalf with respect to the Related Assigned Rights with respect to a Lease, including with respect to the exercise of rights and remedies of Lessor on behalf of such owners upon the occurrence of an Event of Default or an Event of Non-appropriation under the related Lease. Lessor and Lessee hereby acknowledge and agree that the restrictions and limitations on transfer as provided in this Section 11.01 shall apply to the first and subsequent assignees and sub-assignees of any of the Related Assigned Rights with respect to a Lease (or any interest therein).

(b) Unless to an affiliate controlling, controlled by or under common control with Lessor, no assignment, transfer or conveyance permitted by this Section 11.01 shall be effective as against Lessee until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, participation interests, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank, trust company or other entity that acts as the Lease Servicer for such Lease. Notices of assignment provided pursuant to this Section 11.01(b) shall contain a confirmation of compliance with the transfer requirements imposed by Section 11.01(a). During the Lease Term under each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees or Lease Servicer last designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or any Vendor. Assignments in part may include without limitation assignment of all of Lessor’s security interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment, and all of Lessor’s security interest in and to the related Escrow Account, or all rights in, to and under the related Escrow Agreement.

(c) If Lessor notifies Lessee of its intent to assign a Lease, Lessee agrees that it shall execute and deliver to Lessor a Notice and Acknowledgement of Assignment with respect to

such Lease substantially in the form of *Exhibit H* attached hereto within five (5) business days after its receipt of such request.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title, and interest in, to and under this Agreement, any Lease or any portion of the Equipment, any Escrow Agreement or the Escrow Account related thereto may be assigned, encumbered or subleased by Lessee for any reason, and any purported assignment, encumbrance or sublease without Lessor's prior written consent shall be null and void.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under a Lease:

(a) Failure by Lessee to (i) pay any Rental Payment or other payment required to be paid under any Lease within ten (10) days of the date when due as specified therein, (ii) maintain insurance as required under such Lease (including Section 7.02 of this Agreement, which is incorporated therein), or (iii) observe and perform any covenant, condition or agreement on its part to be observed or performed under Section 6.01 or 6.02 hereof for any such Lease;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement contained in this Agreement or any Lease on its part to be observed or performed, other than as referred to in subsection (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; *provided* that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Agreement or any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default (i) arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor (including, without limitation, the occurrence of any Event of Default under any other Lease), or (ii) arises under any obligation under which there is outstanding, owing or committed an aggregated amount in excess of \$100,000.00;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable Federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking

advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization, moratorium or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator for Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists under any Lease, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps with respect to any or all Leases with an Event of Default under this Agreement, including those with an Event of Default pursuant to Section 12.01(d) (each a “*Defaulted Lease*”):

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee pursuant to one or more Defaulted Leases and other amounts payable by Lessee under each such Defaulted Lease to the end of the then current Original Term or Renewal Term to be immediately due and payable;

(b) With or without terminating the Lease Term under any one or more Defaulted Leases, Lessor may enter the premises where the Equipment listed in any one or more of each such Defaulted Lease 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 pursuant to each such Defaulted Lease and other amounts related to each such Defaulted Lease 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 under each such Defaulted Lease, 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), subject, however, to the provisions of Section 3.03. The exercise of any such remedies respecting any such Event of Default under any such Defaulted Lease shall not relieve Lessee of any other liabilities under each such Defaulted Lease or any other Lease that Lessor determines not to treat as a Defaulted Lease or with respect to the Equipment listed thereto;

(c) Lessor may terminate the Escrow Agreement relating to any one or more of such Defaulted Leases and apply any proceeds in each such applicable Escrow Account thereunder to the Rental Payments scheduled to be paid under any one or more of such Defaulted Leases as Lessor shall determine; and/or

(d) Lessor may take whatever action at law or in equity as may appear necessary or desirable to enforce its rights under any one or more of such Defaulted Leases or each such Escrow Agreement relating thereto or as a secured party in any or all of the Equipment subject to

any one or more of such Defaulted Leases or with respect to the related Escrow Account for one or more of such Defaulted Leases.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder and/or under any Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article XII it shall not be necessary to give any notice other than such notice as may be required in this Article XII.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Defaulted Lease, Equipment listed in such Defaulted Lease or rights thereunder, then to amounts due pursuant to such Defaulted Lease and to other amounts related to such Defaulted Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Defaulted Lease, Equipment listed in more than one Defaulted Lease or rights under more than one Defaulted Lease, then to amounts due pursuant to one or more of such Defaulted Leases as Lessor shall determine and distribute on a pro rata basis or on such other basis as Lessor shall determine.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under this Agreement or any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Binding Effect. This Agreement and each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement or any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof or thereof.

Section 13.04. Amendments, Changes and Modifications. This Agreement and each Lease may only be amended by Lessor and Lessee in writing.

Section 13.05. Execution in Counterparts. This Agreement and each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided*, that only Counterpart No. 1 of each Lease (including the terms and provisions of this Agreement incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

Section 13.06. Applicable Law; Venue; Waiver of Jury Trial. This Agreement and each Lease shall be governed by and construed in accordance with the laws of the State. The parties hereto consent and submit to the jurisdiction of the State and venue in any state or Federal court of such State for the purposes of any suit, action or other proceeding arising in connection with this Agreement or any Lease, and each party expressly waives any objections that it may have to the venue of such courts. The parties hereto expressly waive any right to trial by jury in any action brought on or with respect to this Agreement or any Lease.

Section 13.07. Captions. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

Section 13.08. No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated by this Agreement and each Lease thereunder (including in connection with any amendment, waiver or other modification hereof or of any other related document), the Lessee acknowledges and agrees that: (a) (i) the transactions regarding this Agreement and each Lease thereunder provided by Lessor and any affiliate thereof are arm's-length commercial transactions between Lessee, on the one hand, and Lessor and its affiliates, on the other hand, (ii) Lessee has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) Lessee is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement and each Lease thereunder and by the other related documents; (b) (i) Lessor and its affiliates each is and has been acting solely as a principal and, except as expressly agreed in writing by the relevant parties, has not been, is not, and will not be acting as an advisor, agent or fiduciary, for Lessee, or any other person and (ii) neither Lessor nor any of its affiliates has any obligation to Lessee with respect to the transactions contemplated by this Agreement and each Lease thereunder except those obligations expressly set forth herein and in the other related documents; and (c) Lessor and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of Lessee, and neither Lessor nor any of its affiliates has any obligation to disclose any of such interests to Lessee. To the fullest extent permitted by law, Lessee, hereby waives and releases any claims that it may have against Lessor or any of its affiliates with respect to any breach or alleged breach of agency or fiduciary duty in connection with any aspect of any transactions contemplated by this Agreement and each Lease thereunder.

Section 13.09. Entire Agreement. The parties agree that this Agreement and each Lease and any related Escrow Agreement hereunder constitutes the final and entire agreement between the parties superseding all conflicting terms or provisions of any prior proposals, term sheets,

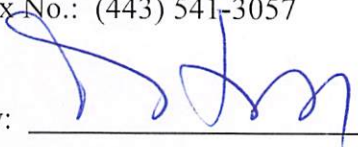
solicitation documents, requests for proposals, award notices, approval letters, standard terms and conditions or any other agreements or understandings between the parties.

[Remainder of Page Intentionally Left Blank]
[Signature Page Follows]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

LESSOR:
Banc of America Public Capital Corp

11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

By:  _____
Name: Terri J. Preston
Title: Authorized Agent

LESSEE:
City of La Crosse, Wisconsin

400 La Crosse St.
La Crosse, WI 54601
Attention: Director of Finance and Human
Resources
Fax No.: (608) 789-7320

By: _____
Name: Tim Kabat
Title: Mayor

(Seal)

Attest:

By: _____
Name: Teri Lehrke
Title: City Clerk

Master Equipment Lease/Purchase Agreement Number 4856000

IN WITNESS WHEREOF, Lessor and Lessee have caused this Master Equipment Lease/Purchase Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

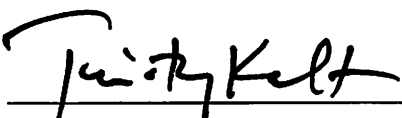
LESSOR:
Banc of America Public Capital Corp

11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (443) 541-3057

By: _____
Name: _____
Title: _____

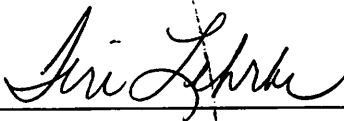
LESSEE:
City of La Crosse, Wisconsin

400 La Crosse St.
La Crosse, WI 54601
Attention: Director of Finance and Human
Resources
Fax No.: (608) 789-7320

By: 
Name: Tim Kabat
Title: Mayor

(Seal)

Attest:

By: 
Name: Teri Lehrke
Title: City Clerk

List of Exhibits

- Exhibit A Form of Equipment Schedule
- Exhibit B Form of Payment Schedule
- Exhibit C-1 Form of Authorizing Resolution
- Exhibit C-2A Form of Incumbency and Authorization Certificate (Agreement & Lease)
- Exhibit C-2B Form of Incumbency and Authorization Certificate (Lease Only)
- Exhibit D Form of Opinion of Lessee's Counsel
- Exhibit E Form of Final Acceptance Certificate
- Exhibit F Form of Self-Insurance Certificate
- Exhibit G Reserved
- Exhibit H Form of Notice and Acknowledgement of Assignment

List of Exhibits

Exhibit A	Form of Equipment Schedule
Exhibit B	Form of Payment Schedule
Exhibit C-1	Form of Authorizing Resolution
Exhibit C-2A	Form of Incumbency and Authorization Certificate (Agreement & Lease)
Exhibit C-2B	Form of Incumbency and Authorization Certificate (Lease Only)
Exhibit D	Form of Opinion of Lessee's Counsel
Exhibit E	Form of Final Acceptance Certificate
Exhibit F	Form of Self-Insurance Certificate
Exhibit G	Reserved
Exhibit H	Form of Notice and Acknowledgement of Assignment

EXHIBIT A

FORM OF EQUIPMENT SCHEDULE NO. _____

Re: Master Equipment Lease/Purchase Agreement dated as of May 14, 2019 between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and City of La Crosse, Wisconsin, 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:

(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:

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 B* 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.* 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.

[OPTION: IF ESCROW AGREEMENT IS USED:

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.

OR IF VENDOR PAID DIRECTLY USE:

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Equipment Schedule to be paid to the Vendor (or reimbursed to Lessee) is \$ _____.]

[OPTION: IF ESCROW AGREEMENT IS USED:

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

[7][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.

Dated: _____, 2019

LESSOR:
Banc of America Public Capital Corp

LESSEE:
City of La Crosse, Wisconsin

By: _____

By: _____

Name: _____

Name: _____

Title: _____

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 B

FORM OF PAYMENT SCHEDULE

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Prepayment Price (including prepayment premium, if applicable)

Contract Rate; Taxable Rate. The Contract Rate for this Equipment Schedule is _____% per annum. The Taxable Rate for this Equipment Schedule is _____% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is _____.

LESSOR:
Banc of America Public Capital Corp

LESSEE:
City of La Crosse, Wisconsin

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT C-1

Resolution approving Performance Contract with Johnson Controls, Inc.

AMENDED RESOLUTION

WHEREAS, the Common Council approved the City of La Crosse & La Crosse County's *Strategic Plan for Sustainability*, which has stated goal of reducing overall energy consumption to 25% of 2007's consumption and getting 25% of City facilities' energy needs from renewable resources by 2025; and

WHEREAS, the Common Council has appropriated Xcel Energy municipal facilities credits to be used for comprehensive energy services; and

WHEREAS, the City requested qualifications from firms for comprehensive energy services to implement renewable energy and energy efficiency measures in City Facilities to reduce energy costs and consumption; and

WHEREAS, the City chose to engage Johnson Controls, Inc. (JCI) based on criteria including broad experience and knowledge of integrating energy efficiency and renewable energy, financial stability and performance guarantees, and commitment to working with local contractors; and

WHEREAS, JCI completed the first phase and developed a scope of work that identifies multiple projects that when combined will provide savings that will offset approximately 86% of the cost of the initial investment; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves a construction and performance contract with Johnson Controls, Inc. to construct and install energy saving items for a total project cost of \$4,288,020 with the City contributing \$600,000 in capital for a net financed cost of \$3,688,020.

BE IT FURTHER RESOLVED that the City's capital contribution to the construction project will be provided from the following:

\$154,403 from Fund 288 – 2883404 461116 Excel Energy Credits
\$6,325 from Fund 288 - MSC Boiler Replacement #2883405 581710 02459
\$28,182 from 2008-A Promissory Notes #~~40071955-581200~~ 4491955 581700
\$18,113 from 2015-C Promissory Notes #~~4491955-581700~~ 40071955 581200
\$350,000 from unused budget Disaster Recovery Site #4835805 587170 02664
\$42,977 from Unallocated Building Capital Funds #4833405 580001

BE IT FURTHER RESOLVED that \$3,688,020 be acquired through Tax-Exempt Equipment Leasing (TELP) funding.

BE IT FURTHER RESOLVED that the Directors of Parks & Recreation, Engineering, the La Crosse Center, Library, Police, and Finance Departments are hereby authorized to take any and all steps necessary to effectuate said resolution.

I, Teri Lehrke, certify that this resolution was duly and officially adopted by the Common Council of the City of La Crosse on April 11, 2019.



Teri Lehrke, City Clerk
City of La Crosse, Wisconsin

EXHIBIT C-2A

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (AGREEMENT & LEASE)

The undersigned, a duly elected or appointed and acting _____
[Secretary] [City Clerk] [County Clerk] of City of La Crosse, Wisconsin ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of _____, 2019 (the "*Agreement*") and separate Equipment Schedules relating thereto from time to time as provided in the Agreement (collectively, the "*Equipment Schedules*"), each by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow and Account Control Agreement dated as of _____ by and among Lessor, Lessee and _____, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "*Operative Agreements*"), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

By: _____

Name: _____

Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

EXHIBIT C-2B

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE (LEASE ONLY)

The undersigned, a duly elected or appointed and acting _____
[Secretary] [City Clerk] [County Clerk] of City of La Crosse, Wisconsin ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Equipment Schedule No. ____ dated as of _____ (the "*Equipment Schedule*"), which incorporates by reference the terms and provisions of the Master Equipment Lease/Purchase Agreement dated as of _____ (the "*Agreement*"), each by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow and Account Control Agreement dated as of _____ by and among Lessor, Lessee and _____, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "*Operative Agreements*"), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

By: _____

Name: _____

Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

EXHIBIT D

FORM OF OPINION OF COUNSEL TO LESSEE
(to be typed on letterhead of counsel)

[Closing Date]

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Schedule No. ____ to Master Equipment Lease/Purchase Agreement dated as of _____, 2019 by and between Banc of America Public Capital Corp, as Lessor, and City of La Crosse, Wisconsin, as Lessee

Ladies and Gentlemen:

As legal counsel to City of La Crosse, Wisconsin ("*Lessee*"), I have examined (a) an executed counterpart of that certain Equipment Lease/Purchase Agreement dated as of _____, 2019, and Exhibits thereto by and between Banc of America Public Capital Corp ("*Lessor*") and Lessee (the "*Agreement*"), (b) an executed counterpart of Equipment Schedule No. _____ dated _____, 2019 by and between Lessor and Lessee, which (i) incorporates by reference the terms and provisions of the Agreement (such Equipment Schedule No. _____ together with such incorporated terms and provisions are herein referred to collectively as the "*Equipment Schedule*"), has attached the Payment Schedule with respect thereto (the "*Payment Schedule*") executed by Lessee, and provides for the lease of certain property listed in the Equipment Schedule (the "*Equipment*"), (c) an executed counterpart of that certain Escrow and Account Control Agreement dated as of _____, 2019 by and among Lessor, Lessee, and _____ as Escrow Agent (the "*Escrow Agreement*"), (d) an executed counterpart of the ordinances or resolutions of Lessee with respect to authorization of the transaction contemplated by the Agreement, the Equipment Schedule, the Escrow Agreement and documents related thereto and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement, the Equipment Schedule, including the terms and provisions of the Agreement incorporated therein by reference, the related Payment Schedule, the Escrow Agreement and the documents relating thereto are herein collectively referred to as the "*Transaction Documents*".

Based on the foregoing, I am of the following opinions:

1. Lessee is a [city] [county] [school district] [special district] [body corporate and politic], duly organized and existing under the laws of the State, and is a political subdivision of the State within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as

amended (the “Code”) 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.

2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.

3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and Federal law affecting creditor’s remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors’ rights.

4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, procurement and public bidding laws and all other applicable State or Federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease, the Escrow Account or other Collateral thereunder.

6. The portion of Rental Payments designated as and constituting interest paid by Lessee and received by Lessor is excluded from Lessor’s gross income for Federal income tax purposes under Section 103 of the Code and is exempt from State of Wisconsin personal income taxes; and such interest is not a specific item of tax preference or other collateral for purposes of the Federal individual or corporate alternative minimum taxes.

All capitalized terms herein shall have the same meanings as in the Transaction Documents unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments under the Lease, are entitled to rely on this opinion.

Sincerely,

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Schedule No. ____ to Master Equipment Lease/Purchase Agreement dated as of _____, 2019 by and between Banc of America Public Capital Corp, as Lessor, and City of La Crosse, Wisconsin, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment listed in the above-referenced Equipment Schedule (the "*Equipment Schedule*") has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Equipment Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Equipment Schedule by reference are true and correct as of the date hereof.
5. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the date of the execution and delivery of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or been threatened; and (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: _____

LESSEE:
City of La Crosse, Wisconsin

By: _____

Name: _____

Title: _____

(Seal)

EXHIBIT F

FORM OF SELF INSURANCE CERTIFICATE

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Schedule No. ____ to Master Equipment Lease/Purchase Agreement dated as of _____, 2019 by and between Banc of America Public Capital Corp, as Lessor, and City of La Crosse, Wisconsin, as Lessee

In connection with the above-referenced Equipment Schedule No. ____ (the "*Equipment Schedule*"), City of La Crosse, Wisconsin (the "*Lessee*") hereby warrants and represents to Banc of America Public Capital Corp the following information. The terms capitalized herein but not defined herein shall have the meanings assigned to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*") incorporated into the Equipment Schedule by reference.

1. The Lessee is self-insured for damage or destruction to the Equipment listed in the Equipment Schedule (herein, the "*Equipment*"). The dollar amount limit for property damage to the Equipment under such self-insurance program is \$ _____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Equipment which policy has a dollar limit for property damage to the Equipment under such policy of \$ _____.]

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Equipment. The dollar limit for such liability claims under the Lessee's self-insurance program is \$ _____. [The Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Equipment in the amount of \$ _____.

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$ _____. [Amounts paid from the Lessee's self-insurance fund are subject to a dollar per claim of \$ _____.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: _____ . Amounts payable for claims from such sources are limited as follows: _____

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:
City of La Crosse, Wisconsin

By: _____
Name: _____
Title: _____

EXHIBIT G

RESERVED

EXHIBIT H

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

DATED _____

BANC OF AMERICA PUBLIC CAPITAL CORP ("*Assignor*") hereby gives notice that it has assigned and sold to _____ ("*Assignee*") all of Assignor's right, title and interest in, to and under the Equipment Schedule No. _____ dated _____, 2019 (including the Payment Schedule attached thereto, the "*Equipment Schedule*"), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of _____, 2019 (the "*Agreement*"), each by and between Assignor and City of La Crosse, Wisconsin ("*Lessee*"), together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Lease (as such term is hereinafter defined), all of Assignor's right, title and interest in the Equipment listed in the Equipment Schedule, and all of Assignor's right, title and interest in, to and under the Escrow and Account Control Agreement dated as of _____, 2019 (the "*Escrow Agreement*") by and among Lessee, Assignor and _____, as Escrow Agent, together with the Escrow Account related thereto (collectively, the "*Assigned Property*").

For purposes of this Notice and Acknowledgment of Assignment (the "*Acknowledgment*"), "*Lease*" means collectively the Equipment Schedule and the terms and provisions of the Agreement incorporated therein by reference, together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term "*Lease*" specifically excludes all other Equipment Schedules entered into under the Agreement and Rental Payments other than with respect to the Equipment Schedule. Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (a) Assignee shall have all the rights of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Lease, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (b) [except as provided in Section 3.03 of the Agreement,] the obligations of Lessee to make Rental Payments and to perform and observe the

other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Acknowledgment, the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	\$ _____
Total Amount of Rental Payments Remaining	\$ _____
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Account	\$ _____

4. The Lease remains in full force and effect, has not been amended, no Event of Default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder and no Event of Non-appropriation has occurred or is threatened with respect thereto.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section 11.01 of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Lease and any requests for disbursements from the Escrow Account, if applicable, and all Rental Payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

ACKNOWLEDGED AND AGREED:

LESSEE: City of La Crosse, Wisconsin

By: _____

Name: _____

Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____

Name: _____

Title: _____

Escrow and Account Control Agreement

This Escrow and Account Control Agreement (this "Agreement") dated as of May 14, 2019 by and among **Banc of America Public Capital Corp**, a Kansas corporation (together with its successors and assigns, hereinafter referred to as "Lessor"), City of La Crosse, Wisconsin, a municipal corporation existing under the laws of the State of Wisconsin (hereinafter referred to as "Lessee"), and **Bank of America, National Association**, a national banking association organized under the laws of the United States of America (hereinafter referred to as "Escrow Agent").

Reference is made to that certain Master Equipment Lease/Purchase Agreement dated as of May 14, 2019 (the "Master Agreement") and Equipment Schedule No. 001 thereto dated as of May 14, 2019 between Lessor and Lessee (the "Schedule"; the Master Agreement and the Schedule may be referred to herein together as the "Lease"), covering the acquisition and lease of certain Equipment described in the Lease (the "Equipment"). Capitalized terms used but not defined herein shall have the meanings given in the Lease. It is a requirement of the Lease that the Lease Proceeds be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the "City of La Crosse Escrow Account" (the "Escrow Account") to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments (as more particularly described in Escrow Agent's Escrow Account Investment Selection Form) shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions from Lessee (on Escrow Agent's Escrow Account Investment Selection Form) designating a short-term investment of cash in the Escrow Account, cash in the Escrow Account shall remain uninvested and it shall not be collateralized. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified

Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Lessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments which meet the requirements of WI Stat. Section 66.0603.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent as provided in Section 2 hereof in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by

written or electronic transmission from an authorized representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, any termination of the Lease due to an Event of Non-appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "Effective Date"), which shall be a date not less than 60 days after such notice is

delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account and with other moneys to be provided by Lessee. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, including \$600,000 to be provided by Lessee (the "Lessee Funds"), and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessor and Lessee hereby agree that, notwithstanding anything to contrary contained herein or in the Lease, disbursements shall not be made from the Escrow Account in an aggregate amount in excess of 90% of the Lease Proceeds until all Lessee Funds have been disbursed and the amounts remaining in the Escrow Account are sufficient to pay the costs of the acquisition and completion of the Equipment. Prior to the disbursement of the final 10% of the Lease Proceeds, Lessee shall provide to Lessor evidence that all Lessee Funds have been disbursed for the costs of the Equipment, including (without limitation) copies of paid invoices and such other evidence as Lessor shall request. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenants

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that disbursements from the Escrow Account shall be made, subject to the provisions of Section 2 hereof, for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until the requirements of Section 2 hereof have been satisfied and Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due and the manner of disbursement (wire). The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction pursuant to a Disbursement Request

submitted pursuant to this Section 2(c) before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and
2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the sum of \$3,688,020 Amount to be deposited in the Escrow Account. Lessee agrees to pay the costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.05 of the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Escrow Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements,

investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the state of Wisconsin ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (a) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt.

If to Lessor: Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration
Fax: (443) 541-3057

If to Lessee: City of La Crosse, Wisconsin
400 La Crosse St.
La Crosse, WI 54601
Attn: Director of Finance and Human Resources
Fax: (608) 789-7320

If to Escrow Agent
Bank of America, National Association
Global Custody and Agency Services
135 S. LaSalle Street
Mail Code: IL4-135-18-51
Chicago, Illinois 60603
Attention: Rise L. Gray
Telephone: (312) 992-9527
Fax: (312) 453-3478
Email: gcas_amrs_escrow_client_service@baml.com

9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee. Escrow Agent shall recognize Lessee as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and the parties hereto consent to jurisdiction in the State of Wisconsin and venue in any state or Federal court located in the City of La Crosse.

11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

13. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to the Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a "need to know" basis to persons within or outside Lessee's organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Banc of America Public Capital Corp,
as Lessor

City of La Crosse, Wisconsin,
as Lessee

By:  _____

By: _____

Name: Terri J. Preston
Authorized Agent

Name: Tim Kabat

Title: _____

Title: Mayor

Bank of America, National Association,
as Escrow Agent

By: _____

Name: _____

Title: _____

Master Equipment Lease/Purchase Agreement Number 4856000

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Banc of America Public Capital Corp,
as Lessor

City of La Crosse, Wisconsin,
as Lessee

By: _____

By: Timothy Kabat

Name: _____

Name: Tim Kabat

Title: _____

Title: Mayor

Bank of America, National Association,
as Escrow Agent

By: _____

Name: _____

Title: _____

Master Equipment Lease/Purchase Agreement Number 4856000

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Bank of America Public Capital Corp,
as Lessor

City of La Crosse, Wisconsin,
as Lessee

By: _____

By: Tim Kabat

Name: _____

Name: Tim Kabat

Title: _____

Title: Mayor

Bank of America, National Association
as Escrow Agent

By: _____

Name: _____

Title: _____

In Witness Whereof, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

Banc of America Public Capital Corp,
as Lessor

City of La Crosse, Wisconsin,
as Lessee

By: _____

By: _____

Name: _____

Name: Tim Kabat

Title: _____

Title: Mayor

Bank of America, National Association,
as Escrow Agent

By:  _____

Name: **THOMAS POPOVICS**

Title: **Vice President**

SCHEDULE 1
to the Escrow and Account Control Agreement
FORM OF DISBURSEMENT REQUEST

Re: Master Equipment Lease/Purchase Agreement dated as of May 14, 2019 (the "Master Agreement") by and between Banc of America Public Capital Corp, as Lessor, and City of La Crosse, Wisconsin, as Lessee and Equipment Schedule No. 001 thereto dated as of May 14, 2019 (the "Schedule"; the Master Agreement and the Schedule may be referred to herein together as the "Lease") (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of May 14, 2019 (the "Escrow and Account Control Agreement") by and among Banc of America Public Capital Corp ("Lessor"), City of La Crosse, Wisconsin ("Lessee") and Bank of America, National Association, (the "Escrow Agent"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow and Account Control Agreement for the following purposes:

Payee's Name and Address	Invoice Number	Dollar Amount	Purpose
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR "see attached" with a spreadsheet>	< invoice amount>	<general description of equipment; ex "police cruiser">
<Payee's Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.	<invoice list OR "see attached" with a spreadsheet>	<invoice amount>	<general description of equipment; ex "police cruiser">

Lessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) (a) Each obligation specified in the table herein titled as "Disbursement Amounts" has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as "Disbursement Amounts" has been delivered, installed and accepted by Lessee. Attached hereto is a copy of the invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

Dated: _____

CITY OF LA CROSSE, WISCONSIN

By: Timothy Korb
Name: TIMOTHY KORB
Title: MAYOR

Disbursement of funds from the Escrow Account in accordance with the foregoing Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name: _____
Title: _____

[AN "EXHIBIT A-1" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-1

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting _____ of City of La Crosse, Wisconsin ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of May 14, 2019 by and between Lessee and Banc of America Public Capital Corp ("*Lessor*") and Equipment Schedule No. __ thereto, the Escrow and Account Control Agreement dated as of May 14, 2019 by and among Lessor, Lessee and Bank of America, National Association, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "*Operative Agreements*"), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: _____

By: _____

Name: _____

Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)

EXHIBIT A-2

Escrow and Account Control Agreement dated as of May 14, 2019 by and among
Lessor, Lessee and Escrow Agent

Certificate of Authorized Representatives – Lessor

Name: Terri Preston

Title: Authorized Agent

Phone: 443-541-3642

Facsimile: 804-553-8124

E-mail: Terri.Preston@baml.com

Signature: 

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Name: Nancy K. Hepner

Title: Authorized Agent

Phone: 443-541-3645

Facsimile: 804-553-2407

E-mail: Nancy.k.hepner@baml.com

Signature: 

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Name: Nancy Nusenko

Title: Authorized Agent

Phone: 443-541-3646

Facsimile: 804-264-6396

E-mail: Nancy.a.nusenko@baml.com

Signature: 

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Name: Arlene Sobieck

Title: Authorized Agent

Phone: 443-541-3643

Facsimile: 804-264-0671

E-mail: Arlene.sobieck@baml.com

Signature: 

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Name: Erin M. Parks

Title: Authorized Agent

Phone: 443-541-3641

Facsimile: 804-266-1355

E-mail: Erin.parks@baml.com

Signature: 

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Name: Augustine Reichenbach

Title: Authorized Agent

Phone: 443-541-2613

Facsimile: 904-312-6101

E-mail: Augustine.reichenbach@baml.com

Signature: 

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Name: John P. White, Sr.

Title: Authorized Agent

Phone: 433-541-3644

Facsimile: 980-233-7452

E-mail: Patrick.white@baml.com

Signature: 

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

Name: Jennifer Schlosser

Title: Authorized Agent

Phone: 443-541-3685

Facsimile: 804-662-1781

E-mail: Jennifer.schlosser@baml.com

Signature: 

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

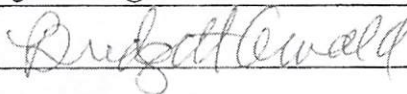
Name: Bridgett Arnold

Title: Authorized Agent

Phone: 415-765-1867

Facsimile: 415-765-7373

E-mail: Bridgett.arnold@baml.com

Signature: 

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

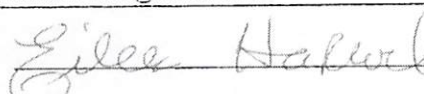
Name: Eileen Harwell

Title: Authorized Agent

Phone: 415-765-1897

Facsimile: 415-343-0531

E-mail: Eileen.harwell@baml.com

Signature: 

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

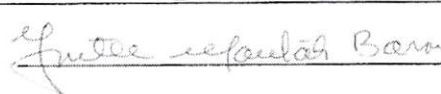
Name: Yvette Montalvo-Baron

Title: Authorized Agent

Phone: 415-765-7371

Facsimile: 415-765-7373


E-mail: Yvette.m.montalvo_baron@baml.com

Signature: 

Fund Transfer / Disbursement Authority Level:

- Initiate
- Verify transactions initiated by others

The Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the person or persons identified above including without limitation, to initiate and verify funds transfers as indicated.

Banc of America Public Capital Corp
 By: 
 Name: Terri J. Preston
 Title: Authorized Agent
 Date: 5/14/19

EQUIPMENT SCHEDULE NO. 001

Re: Master Equipment Lease/Purchase Agreement dated as of May 14, 2019 between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and City of La Crosse, Wisconsin, 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:

City Hall, 400 La Crosse St., La Crosse, WI

La Crosse Center, 300 Harborview Plaza, La Crosse, WI

Main Public Library, 800 Main St., La Crosse, WI

Municipal Service Center, 2000 Marco Dr., La Crosse, WI

(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:

Energy savings improvements and related materials and goods listed in the Performance Contract between Johnson Controls, Inc. and Lessee, including (without limitation) Schedule 1 thereto, as well as any property acquired with the proceeds of this Agreement, together with all replacement parts, additions, repairs, modifications, attachments and accessories thereto, and all substitutions, replacements or exchanges therefor, and the products and proceeds thereof.

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 B* 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.* 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.

6. *Lease Proceeds.* The Lease Proceeds that Lessor shall pay to the Escrow Agent in connection with this Equipment Schedule is \$3,688,020, which amount is for deposit into the Escrow Account. It is expected that by 18 months from the date of this Equipment Schedule No. 001, 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 18 months from the date of this Equipment Schedule.

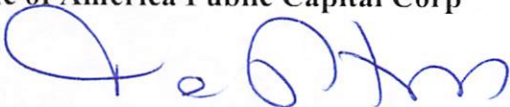
7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the 18th month following the date hereof.

8. *Lease Term.* The Lease Term shall consist of the Original Term and 20 consecutive Renewal Terms, with the final Renewal Term ending on May 14, 2039, subject to earlier termination pursuant to the Agreement.

Dated: May 14, 2019

LESSOR:
Banc of America Public Capital Corp

LESSEE:
City of La Crosse, Wisconsin

By: 

By: _____

Name: Terri J. Preston

Name: Tim Kabat

Title: Authorized Agent

Title: Mayor

Counterpart No. 3 of 4 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.

LESSOR:
Banc of America Public Capital Corp

LESSEE:
City of La Crosse, Wisconsin

By: _____

Name: _____

Title: _____

By: Timothy Kabat

Name: Tim Kabat

Title: Mayor

Counterpart No. 1 of 4 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 B

FORM OF PAYMENT SCHEDULE

Lease Proceeds	3,688,020.00
Interest Rate	3.310%
Closing/Funding Date (est.)	5/14/19
Average Life	11.136

Pmt. No.	Year No.	Payment Date	Funding Amount	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Termination Value
0		5/14/2019	3,688,020.00				3,688,020.00	
1	1	6/14/2019		21,030.71	10,172.78	10,857.93	3,677,162.07	3,750,705.31
2	1	7/14/2019		21,030.71	10,142.83	10,887.88	3,666,274.19	3,739,599.67
3	1	8/14/2019		21,030.71	10,112.80	10,917.91	3,655,356.28	3,728,463.41
4	1	9/14/2019		21,030.71	10,082.68	10,948.03	3,644,408.25	3,717,296.42
5	1	10/14/2019		21,030.71	10,052.49	10,978.22	3,633,430.03	3,706,098.63
6	1	11/14/2019		21,030.71	10,022.20	11,008.51	3,622,421.52	3,694,869.95
7	1	12/14/2019		21,030.71	9,991.84	11,038.87	3,611,382.65	3,683,610.30
8	1	1/14/2020		21,030.71	9,961.39	11,069.32	3,600,313.33	3,672,319.60
9	1	2/14/2020		21,030.71	9,930.86	11,099.85	3,589,213.48	3,660,997.75
10	1	3/14/2020		21,030.71	9,900.24	11,130.47	3,578,083.01	3,649,644.67
11	1	4/14/2020		21,030.71	9,869.54	11,161.17	3,566,921.84	3,638,260.28
12	1	5/14/2020		21,030.71	9,838.75	11,191.96	3,555,729.88	3,626,844.48
13	2	6/14/2020		21,030.71	9,807.88	11,222.83	3,544,507.05	3,615,397.19
14	2	7/14/2020		21,030.71	9,776.93	11,253.78	3,533,253.27	3,603,918.34
15	2	8/14/2020		21,030.71	9,745.88	11,284.83	3,521,968.44	3,592,407.81
16	2	9/14/2020		21,030.71	9,714.76	11,315.95	3,510,652.49	3,580,865.54
17	2	10/14/2020		21,030.71	9,683.54	11,347.17	3,499,305.32	3,569,291.43
18	2	11/14/2020		21,030.71	9,652.24	11,378.47	3,487,926.85	3,557,685.39
19	2	12/14/2020		21,030.71	9,620.86	11,409.85	3,476,517.00	3,546,047.34
20	2	1/14/2021		21,030.71	9,589.39	11,441.32	3,465,075.68	3,534,377.19
21	2	2/14/2021		21,030.71	9,557.83	11,472.88	3,453,602.80	3,522,674.86
22	2	3/14/2021		21,030.71	9,526.18	11,504.53	3,442,098.27	3,510,940.24
23	2	4/14/2021		21,030.71	9,494.45	11,536.26	3,430,562.01	3,499,173.25
24	2	5/14/2021		21,030.71	9,462.63	11,568.08	3,418,993.93	3,487,373.81
25	3	6/14/2021		21,030.71	9,430.72	11,599.99	3,407,393.94	3,475,541.82
26	3	7/14/2021		21,030.71	9,398.72	11,631.99	3,395,761.95	3,463,677.19
27	3	8/14/2021		21,030.71	9,366.64	11,664.07	3,384,097.88	3,451,779.84
28	3	9/14/2021		21,030.71	9,334.46	11,696.25	3,372,401.63	3,439,849.66
29	3	10/14/2021		21,030.71	9,302.20	11,728.51	3,360,673.12	3,427,886.58
30	3	11/14/2021		21,030.71	9,269.85	11,760.86	3,348,912.26	3,415,890.51

Lease Proceeds	3,688,020.00
Interest Rate	3.310%
Closing/Funding Date (est.)	5/14/19
Average Life	11.136

Pmt. No.	Year No.	Payment Date	Funding Amount	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Termination Value
31	3	12/14/2021		21,030.71	9,237.41	11,793.30	3,337,118.96	3,403,861.34
32	3	1/14/2022		21,030.71	9,204.88	11,825.83	3,325,293.13	3,391,798.99
33	3	2/14/2022		21,030.71	9,172.26	11,858.45	3,313,434.68	3,379,703.37
34	3	3/14/2022		21,030.71	9,139.55	11,891.16	3,301,543.52	3,367,574.39
35	3	4/14/2022		21,030.71	9,106.75	11,923.96	3,289,619.56	3,355,411.95
36	3	5/14/2022		21,030.71	9,073.86	11,956.85	3,277,662.71	3,343,215.96
37	4	6/14/2022		21,030.71	9,040.88	11,989.83	3,265,672.88	3,330,986.34
38	4	7/14/2022		21,030.71	9,007.81	12,022.90	3,253,649.98	3,318,722.98
39	4	8/14/2022		21,030.71	8,974.65	12,056.06	3,241,593.92	3,306,425.80
40	4	9/14/2022		21,030.71	8,941.39	12,089.32	3,229,504.60	3,294,094.69
41	4	10/14/2022		21,030.71	8,908.04	12,122.67	3,217,381.93	3,281,729.57
42	4	11/14/2022		21,030.71	8,874.61	12,156.10	3,205,225.83	3,269,330.35
43	4	12/14/2022		21,030.71	8,841.08	12,189.63	3,193,036.20	3,256,896.92
44	4	1/14/2023		21,030.71	8,807.45	12,223.26	3,180,812.94	3,244,429.20
45	4	2/14/2023		21,030.71	8,773.74	12,256.97	3,168,555.97	3,231,927.09
46	4	3/14/2023		21,030.71	8,739.93	12,290.78	3,156,265.19	3,219,390.49
47	4	4/14/2023		21,030.71	8,706.03	12,324.68	3,143,940.51	3,206,819.32
48	4	5/14/2023		21,030.71	8,672.03	12,358.68	3,131,581.83	3,194,213.47
49	5	6/14/2023		21,030.71	8,637.94	12,392.77	3,119,189.06	3,181,572.84
50	5	7/14/2023		21,030.71	8,603.76	12,426.95	3,106,762.11	3,168,897.35
51	5	8/14/2023		21,030.71	8,569.48	12,461.23	3,094,300.88	3,156,186.90
52	5	9/14/2023		21,030.71	8,535.11	12,495.60	3,081,805.28	3,143,441.39
53	5	10/14/2023		21,030.71	8,500.64	12,530.07	3,069,275.21	3,130,660.71
54	5	11/14/2023		21,030.71	8,466.08	12,564.63	3,056,710.58	3,117,844.79
55	5	12/14/2023		21,030.71	8,431.42	12,599.29	3,044,111.29	3,104,993.52
56	5	1/14/2024		21,030.71	8,396.67	12,634.04	3,031,477.25	3,092,106.80
57	5	2/14/2024		21,030.71	8,361.82	12,668.89	3,018,808.36	3,079,184.53
58	5	3/14/2024		21,030.71	8,326.87	12,703.84	3,006,104.52	3,066,226.61
59	5	4/14/2024		21,030.71	8,291.83	12,738.88	2,993,365.64	3,053,232.95
60	5	5/14/2024		21,030.71	8,256.69	12,774.02	2,980,591.62	3,040,203.45
61	6	6/14/2024		21,030.71	8,221.46	12,809.25	2,967,782.37	3,027,138.02
62	6	7/14/2024		21,030.71	8,186.13	12,844.58	2,954,937.79	3,014,036.55
63	6	8/14/2024		21,030.71	8,150.70	12,880.01	2,942,057.78	3,000,898.94
64	6	9/14/2024		21,030.71	8,115.17	12,915.54	2,929,142.24	2,987,725.08
65	6	10/14/2024		21,030.71	8,079.55	12,951.16	2,916,191.08	2,974,514.90

Lease Proceeds	3,688,020.00
Interest Rate	3.310%
Closing/Funding Date (est.)	5/14/19
Average Life	11.136

Pmt. No.	Year No.	Payment Date	Funding Amount	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Termination Value
66	6	11/14/2024		21,030.71	8,043.82	12,986.89	2,903,204.19	2,961,268.27
67	6	12/14/2024		21,030.71	8,008.00	13,022.71	2,890,181.48	2,947,985.11
68	6	1/14/2025		21,030.71	7,972.08	13,058.63	2,877,122.85	2,934,665.31
69	6	2/14/2025		21,030.71	7,936.06	13,094.65	2,864,028.20	2,921,308.76
70	6	3/14/2025		21,030.71	7,899.94	13,130.77	2,850,897.43	2,907,915.38
71	6	4/14/2025		21,030.71	7,863.72	13,166.99	2,837,730.44	2,894,485.05
72	6	5/14/2025		21,030.71	7,827.40	13,203.31	2,824,527.13	2,881,017.67
73	7	6/14/2025		21,030.71	7,790.98	13,239.73	2,811,287.40	2,867,513.15
74	7	7/14/2025		21,030.71	7,754.46	13,276.25	2,798,011.15	2,853,971.37
75	7	8/14/2025		21,030.71	7,717.84	13,312.87	2,784,698.28	2,840,392.25
76	7	9/14/2025		21,030.71	7,681.12	13,349.59	2,771,348.69	2,826,775.66
77	7	10/14/2025		21,030.71	7,644.30	13,386.41	2,757,962.28	2,813,121.53
78	7	11/14/2025		21,030.71	7,607.37	13,423.34	2,744,538.94	2,799,429.72
79	7	12/14/2025		21,030.71	7,570.35	13,460.36	2,731,078.58	2,785,700.15
80	7	1/14/2026		21,030.71	7,533.22	13,497.49	2,717,581.09	2,771,932.71
81	7	2/14/2026		21,030.71	7,495.99	13,534.72	2,704,046.37	2,758,127.30
82	7	3/14/2026		21,030.71	7,458.66	13,572.05	2,690,474.32	2,744,283.81
83	7	4/14/2026		21,030.71	7,421.22	13,609.49	2,676,864.83	2,730,402.13
84	7	5/14/2026		21,030.71	7,383.68	13,647.03	2,663,217.80	2,716,482.16
85	8	6/14/2026		21,030.71	7,346.04	13,684.67	2,649,533.13	2,702,523.79
86	8	7/14/2026		21,030.71	7,308.29	13,722.42	2,635,810.71	2,688,526.92
87	8	8/14/2026		21,030.71	7,270.44	13,760.27	2,622,050.44	2,674,491.45
88	8	9/14/2026		21,030.71	7,232.48	13,798.23	2,608,252.21	2,660,417.25
89	8	10/14/2026		21,030.71	7,194.42	13,836.29	2,594,415.92	2,646,304.24
90	8	11/14/2026		21,030.71	7,156.26	13,874.45	2,580,541.47	2,632,152.30
91	8	12/14/2026		21,030.71	7,117.99	13,912.72	2,566,628.75	2,617,961.33
92	8	1/14/2027		21,030.71	7,079.61	13,951.10	2,552,677.65	2,603,731.20
93	8	2/14/2027		21,030.71	7,041.13	13,989.58	2,538,688.07	2,589,461.83
94	8	3/14/2027		21,030.71	7,002.54	14,028.17	2,524,659.90	2,575,153.10
95	8	4/14/2027		21,030.71	6,963.85	14,066.86	2,510,593.04	2,560,804.90
96	8	5/14/2027		21,030.71	6,925.05	14,105.66	2,496,487.38	2,546,417.13
97	9	6/14/2027		21,030.71	6,886.14	14,144.57	2,482,342.81	2,531,989.67
98	9	7/14/2027		21,030.71	6,847.12	14,183.59	2,468,159.22	2,517,522.40
99	9	8/14/2027		21,030.71	6,808.00	14,222.71	2,453,936.51	2,503,015.24
100	9	9/14/2027		21,030.71	6,768.77	14,261.94	2,439,674.57	2,488,468.06

Lease Proceeds	3,688,020.00
Interest Rate	3.310%
Closing/Funding Date (est.)	5/14/19
Average Life	11.136

Pmt. No.	Year No.	Payment Date	Funding Amount	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Termination Value
101	9	10/14/2027		21,030.71	6,729.43	14,301.28	2,425,373.29	2,473,880.76
102	9	11/14/2027		21,030.71	6,689.98	14,340.73	2,411,032.56	2,459,253.21
103	9	12/14/2027		21,030.71	6,650.43	14,380.28	2,396,652.28	2,444,585.33
104	9	1/14/2028		21,030.71	6,610.76	14,419.95	2,382,232.33	2,429,876.98
105	9	2/14/2028		21,030.71	6,570.99	14,459.72	2,367,772.61	2,415,128.06
106	9	3/14/2028		21,030.71	6,531.10	14,499.61	2,353,273.00	2,400,338.46
107	9	4/14/2028		21,030.71	6,491.11	14,539.60	2,338,733.40	2,385,508.07
108	9	5/14/2028		21,030.71	6,451.00	14,579.71	2,324,153.69	2,370,636.76
109	10	6/14/2028		21,030.71	6,410.79	14,619.92	2,309,533.77	2,355,724.45
110	10	7/14/2028		21,030.71	6,370.46	14,660.25	2,294,873.52	2,340,770.99
111	10	8/14/2028		21,030.71	6,330.02	14,700.69	2,280,172.83	2,325,776.29
112	10	9/14/2028		21,030.71	6,289.47	14,741.24	2,265,431.59	2,310,740.22
113	10	10/14/2028		21,030.71	6,248.81	14,781.90	2,250,649.69	2,295,662.68
114	10	11/14/2028		21,030.71	6,208.04	14,822.67	2,235,827.02	2,280,543.56
115	10	12/14/2028		21,030.71	6,167.15	14,863.56	2,220,963.46	2,265,382.73
116	10	1/14/2029		21,030.71	6,126.15	14,904.56	2,206,058.90	2,250,180.08
117	10	2/14/2029		21,030.71	6,085.04	14,945.67	2,191,113.23	2,234,935.49
118	10	3/14/2029		21,030.71	6,043.82	14,986.89	2,176,126.34	2,219,648.87
119	10	4/14/2029		21,030.71	6,002.48	15,028.23	2,161,098.11	2,204,320.07
120	10	5/14/2029		21,030.71	5,961.03	15,069.68	2,146,028.43	2,188,949.00
121	11	6/14/2029		21,030.71	5,919.46	15,111.25	2,130,917.18	2,173,535.52
122	11	7/14/2029		21,030.71	5,877.78	15,152.93	2,115,764.25	2,158,079.54
123	11	8/14/2029		21,030.71	5,835.98	15,194.73	2,100,569.52	2,142,580.91
124	11	9/14/2029		21,030.71	5,794.07	15,236.64	2,085,332.88	2,127,039.54
125	11	10/14/2029		21,030.71	5,752.04	15,278.67	2,070,054.21	2,111,455.29
126	11	11/14/2029		21,030.71	5,709.90	15,320.81	2,054,733.40	2,095,828.07
127	11	12/14/2029		21,030.71	5,667.64	15,363.07	2,039,370.33	2,080,157.74
128	11	1/14/2030		21,030.71	5,625.26	15,405.45	2,023,964.88	2,064,444.18
129	11	2/14/2030		21,030.71	5,582.77	15,447.94	2,008,516.94	2,048,687.28
130	11	3/14/2030		21,030.71	5,540.16	15,490.55	1,993,026.39	2,032,886.92
131	11	4/14/2030		21,030.71	5,497.43	15,533.28	1,977,493.11	2,017,042.97
132	11	5/14/2030		21,030.71	5,454.58	15,576.13	1,961,916.98	2,001,155.32
133	12	6/14/2030		21,030.71	5,411.62	15,619.09	1,946,297.89	1,985,223.85
134	12	7/14/2030		21,030.71	5,368.53	15,662.18	1,930,635.71	1,969,248.42
135	12	8/14/2030		21,030.71	5,325.33	15,705.38	1,914,930.33	1,953,228.94

Lease Proceeds	3,688,020.00
Interest Rate	3.310%
Closing/Funding Date (est.)	5/14/19
Average Life	11.136

Pmt. No.	Year No.	Payment Date	Funding Amount	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Termination Value
136	12	9/14/2030		21,030.71	5,282.01	15,748.70	1,899,181.63	1,937,165.26
137	12	10/14/2030		21,030.71	5,238.57	15,792.14	1,883,389.49	1,921,057.28
138	12	11/14/2030		21,030.71	5,195.01	15,835.70	1,867,553.79	1,904,904.87
139	12	12/14/2030		21,030.71	5,151.33	15,879.38	1,851,674.41	1,888,707.90
140	12	1/14/2031		21,030.71	5,107.53	15,923.18	1,835,751.23	1,872,466.25
141	12	2/14/2031		21,030.71	5,063.61	15,967.10	1,819,784.13	1,856,179.81
142	12	3/14/2031		21,030.71	5,019.57	16,011.14	1,803,772.99	1,839,848.45
143	12	4/14/2031		21,030.71	4,975.40	16,055.31	1,787,717.68	1,823,472.03
144	12	5/14/2031		21,030.71	4,931.12	16,099.59	1,771,618.09	1,807,050.45
145	13	6/14/2031		21,030.71	4,886.71	16,144.00	1,755,474.09	1,790,583.57
146	13	7/14/2031		21,030.71	4,842.18	16,188.53	1,739,285.56	1,774,071.27
147	13	8/14/2031		21,030.71	4,797.53	16,233.18	1,723,052.38	1,757,513.43
148	13	9/14/2031		21,030.71	4,752.75	16,277.96	1,706,774.42	1,740,909.91
149	13	10/14/2031		21,030.71	4,707.85	16,322.86	1,690,451.56	1,724,260.59
150	13	11/14/2031		21,030.71	4,662.83	16,367.88	1,674,083.68	1,707,565.35
151	13	12/14/2031		21,030.71	4,617.68	16,413.03	1,657,670.65	1,690,824.06
152	13	1/14/2032		21,030.71	4,572.41	16,458.30	1,641,212.35	1,674,036.60
153	13	2/14/2032		21,030.71	4,527.01	16,503.70	1,624,708.65	1,657,202.82
154	13	3/14/2032		21,030.71	4,481.49	16,549.22	1,608,159.43	1,640,322.62
155	13	4/14/2032		21,030.71	4,435.84	16,594.87	1,591,564.56	1,623,395.85
156	13	5/14/2032		21,030.71	4,390.06	16,640.65	1,574,923.91	1,606,422.39
157	14	6/14/2032		21,030.71	4,344.16	16,686.55	1,558,237.36	1,589,402.11
158	14	7/14/2032		21,030.71	4,298.14	16,732.57	1,541,504.79	1,572,334.89
159	14	8/14/2032		21,030.71	4,251.98	16,778.73	1,524,726.06	1,555,220.58
160	14	9/14/2032		21,030.71	4,205.70	16,825.01	1,507,901.05	1,538,059.07
161	14	10/14/2032		21,030.71	4,159.29	16,871.42	1,491,029.63	1,520,850.22
162	14	11/14/2032		21,030.71	4,112.75	16,917.96	1,474,111.67	1,503,593.90
163	14	12/14/2032		21,030.71	4,066.09	16,964.62	1,457,147.05	1,486,289.99
164	14	1/14/2033		21,030.71	4,019.29	17,011.42	1,440,135.63	1,468,938.34
165	14	2/14/2033		21,030.71	3,972.37	17,058.34	1,423,077.29	1,451,538.84
166	14	3/14/2033		21,030.71	3,925.32	17,105.39	1,405,971.90	1,434,091.34
167	14	4/14/2033		21,030.71	3,878.14	17,152.57	1,388,819.33	1,416,595.72
168	14	5/14/2033		21,030.71	3,830.82	17,199.89	1,371,619.44	1,399,051.83
169	15	6/14/2033		21,030.71	3,783.38	17,247.33	1,354,372.11	1,381,459.55
170	15	7/14/2033		21,030.71	3,735.81	17,294.90	1,337,077.21	1,363,818.75

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Pmt. No.	Year No.	Payment Date	Funding Amount	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Termination Value
171	15	8/14/2033		21,030.71	3,688.10	17,342.61	1,319,734.60	1,346,129.29
172	15	9/14/2033		21,030.71	3,640.27	17,390.44	1,302,344.16	1,328,391.04
173	15	10/14/2033		21,030.71	3,592.30	17,438.41	1,284,905.75	1,310,603.87
174	15	11/14/2033		21,030.71	3,544.20	17,486.51	1,267,419.24	1,292,767.62
175	15	12/14/2033		21,030.71	3,495.96	17,534.75	1,249,884.49	1,274,882.18
176	15	1/14/2034		21,030.71	3,447.60	17,583.11	1,232,301.38	1,256,947.41
177	15	2/14/2034		21,030.71	3,399.10	17,631.61	1,214,669.77	1,238,963.17
178	15	3/14/2034		21,030.71	3,350.46	17,680.25	1,196,989.52	1,220,929.31
179	15	4/14/2034		21,030.71	3,301.69	17,729.02	1,179,260.50	1,202,845.71
180	15	5/14/2034		21,030.71	3,252.79	17,777.92	1,161,482.58	1,184,712.23
181	16	6/14/2034		21,030.71	3,203.75	17,826.96	1,143,655.62	1,166,528.73
182	16	7/14/2034		21,030.71	3,154.58	17,876.13	1,125,779.49	1,148,295.08
183	16	8/14/2034		21,030.71	3,105.27	17,925.44	1,107,854.05	1,130,011.13
184	16	9/14/2034		21,030.71	3,055.83	17,974.88	1,089,879.17	1,111,676.75
185	16	10/14/2034		21,030.71	3,006.25	18,024.46	1,071,854.71	1,093,291.80
186	16	11/14/2034		21,030.71	2,956.53	18,074.18	1,053,780.53	1,074,856.14
187	16	12/14/2034		21,030.71	2,906.68	18,124.03	1,035,656.50	1,056,369.63
188	16	1/14/2035		21,030.71	2,856.68	18,174.03	1,017,482.47	1,037,832.12
189	16	2/14/2035		21,030.71	2,806.55	18,224.16	999,258.31	1,019,243.48
190	16	3/14/2035		21,030.71	2,756.29	18,274.42	980,983.89	1,000,603.57
191	16	4/14/2035		21,030.71	2,705.88	18,324.83	962,659.06	981,912.24
192	16	5/14/2035		21,030.71	2,655.33	18,375.38	944,283.68	963,169.35
193	17	6/14/2035		21,030.71	2,604.65	18,426.06	925,857.62	944,374.77
194	17	7/14/2035		21,030.71	2,553.82	18,476.89	907,380.73	925,528.34
195	17	8/14/2035		21,030.71	2,502.86	18,527.85	888,852.88	906,629.94
196	17	9/14/2035		21,030.71	2,451.75	18,578.96	870,273.92	887,679.40
197	17	10/14/2035		21,030.71	2,400.50	18,630.21	851,643.71	868,676.58
198	17	11/14/2035		21,030.71	2,349.12	18,681.59	832,962.12	849,621.36
199	17	12/14/2035		21,030.71	2,297.59	18,733.12	814,229.00	830,513.58
200	17	1/14/2036		21,030.71	2,245.91	18,784.80	795,444.20	811,353.08
201	17	2/14/2036		21,030.71	2,194.10	18,836.61	776,607.59	792,139.74
202	17	3/14/2036		21,030.71	2,142.14	18,888.57	757,719.02	772,873.40
203	17	4/14/2036		21,030.71	2,090.04	18,940.67	738,778.35	753,553.92
204	17	5/14/2036		21,030.71	2,037.80	18,992.91	719,785.44	734,181.15
205	18	6/14/2036		21,030.71	1,985.41	19,045.30	700,740.14	714,754.94

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Pmt. No.	Year No.	Payment Date	Funding Amount	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Termination Value
206	18	7/14/2036		21,030.71	1,932.87	19,097.84	681,642.30	695,275.15
207	18	8/14/2036		21,030.71	1,880.20	19,150.51	662,491.79	675,741.63
208	18	9/14/2036		21,030.71	1,827.37	19,203.34	643,288.45	656,154.22
209	18	10/14/2036		21,030.71	1,774.40	19,256.31	624,032.14	636,512.78
210	18	11/14/2036		21,030.71	1,721.29	19,309.42	604,722.72	616,817.17
211	18	12/14/2036		21,030.71	1,668.03	19,362.68	585,360.04	597,067.24
212	18	1/14/2037		21,030.71	1,614.62	19,416.09	565,943.95	577,262.83
213	18	2/14/2037		21,030.71	1,561.06	19,469.65	546,474.30	557,403.79
214	18	3/14/2037		21,030.71	1,507.36	19,523.35	526,950.95	537,489.97
215	18	4/14/2037		21,030.71	1,453.51	19,577.20	507,373.75	517,521.23
216	18	5/14/2037		21,030.71	1,399.51	19,631.20	487,742.55	497,497.40
217	19	6/14/2037		21,030.71	1,345.36	19,685.35	468,057.20	477,418.34
218	19	7/14/2037		21,030.71	1,291.06	19,739.65	448,317.55	457,283.90
219	19	8/14/2037		21,030.71	1,236.61	19,794.10	428,523.45	437,093.92
220	19	9/14/2037		21,030.71	1,182.01	19,848.70	408,674.75	416,848.25
221	19	10/14/2037		21,030.71	1,127.26	19,903.45	388,771.30	396,546.73
222	19	11/14/2037		21,030.71	1,072.36	19,958.35	368,812.95	376,189.21
223	19	12/14/2037		21,030.71	1,017.31	20,013.40	348,799.55	355,775.54
224	19	1/14/2038		21,030.71	962.10	20,068.61	328,730.94	335,305.56
225	19	2/14/2038		21,030.71	906.75	20,123.96	308,606.98	314,779.12
226	19	3/14/2038		21,030.71	851.24	20,179.47	288,427.51	294,196.06
227	19	4/14/2038		21,030.71	795.58	20,235.13	268,192.38	273,556.23
228	19	5/14/2038		21,030.71	739.76	20,290.95	247,901.43	252,859.46
229	20	6/14/2038		21,030.71	683.79	20,346.92	227,554.51	232,105.60
230	20	7/14/2038		21,030.71	627.67	20,403.04	207,151.47	211,294.50
231	20	8/14/2038		21,030.71	571.39	20,459.32	186,692.15	190,425.99
232	20	9/14/2038		21,030.71	514.96	20,515.75	166,176.40	169,499.93
233	20	10/14/2038		21,030.71	458.37	20,572.34	145,604.06	148,516.14
234	20	11/14/2038		21,030.71	401.62	20,629.09	124,974.97	127,474.47
235	20	12/14/2038		21,030.71	344.72	20,685.99	104,288.98	106,374.76
236	20	1/14/2039		21,030.71	287.66	20,743.05	83,545.93	85,216.85
237	20	2/14/2039		21,030.71	230.45	20,800.26	62,745.67	64,000.58
238	20	3/14/2039		21,030.71	173.07	20,857.64	41,888.03	42,725.79
239	20	4/14/2039		21,030.71	115.54	20,915.17	20,972.86	21,392.32
240	20	5/14/2039		21,030.71	57.85	20,972.86	0.00	0.00

Lease Proceeds	3,688,020.00
Interest Rate	3.310%
Closing/Funding Date (est.)	5/14/19
Average Life	11.136

Pmt. No.	Year No.	Payment Date	Funding Amount	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Termination Value
			3,688,020.00	5,047,370.40	1,359,350.40	3,688,020.00		

Contract Rate; Taxable Rate. The Contract Rate for this Equipment Schedule is 3.31% per annum. The Taxable Rate for this Equipment Schedule is 4.22% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is June 14, 2019.

LESSOR:
Banc of America Public Capital Corp

LESSEE:
City of La Crosse, Wisconsin

By: 

By: _____

Name: Terri J. Preston

Name: Tim Kabat

Title: Authorized Agent

Title: Mayor

Lease Proceeds	3,688,020.00
Interest Rate	3.310%
Closing/Funding Date (est.)	5/14/19
Average Life	11.136

Pmt. No.	Year No.	Payment Date	Funding Amount	Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Termination Value
			3,688,020.00	5,047,370.40	1,359,350.40	3,688,020.00		

Contract Rate; Taxable Rate. The Contract Rate for this Equipment Schedule is 3.31% per annum. The Taxable Rate for this Equipment Schedule is 4.22% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is June 14, 2019.

LESSOR:
Banc of America Public Capital Corp

LESSEE:
City of La Crosse, Wisconsin

By: _____

By: Timothy Kelt

Name: _____

Name: Tim Kabat

Title: _____

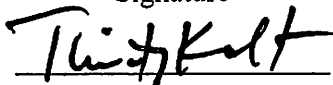
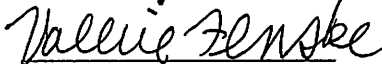
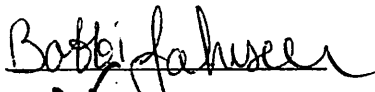

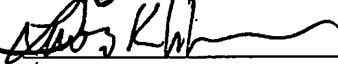
Title: Mayor

INCUMBENCY AND AUTHORIZATION CERTIFICATE

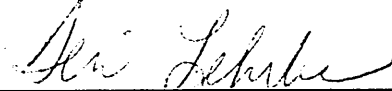
The undersigned, a duly elected or appointed and acting City Clerk of City of La Crosse, Wisconsin ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of May 14, 2019 (the "*Agreement*") and separate Equipment Schedules relating thereto from time to time as provided in the Agreement (collectively, the "*Equipment Schedules*"), each by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow and Account Control Agreement dated as of May 14, 2019 by and among Lessor, Lessee and Bank of America, National Association, as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "*Operative Agreements*"), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
Tim Kabat	Mayor	
Valerie Fenske	Director of Finance & Human Resources	
Bobbi Johnson	Deputy Director of Finance	
Jason Gilman	Director of Planning	
Lewis Kuhlman	Environmental Planner	

Dated: May 14, 2019

By: 

Name: Teri Lehrke

Title: City Clerk

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

Resolution approving Performance Contract with Johnson Controls, Inc.

AMENDED RESOLUTION

WHEREAS, the Common Council approved the City of La Crosse & La Crosse County's *Strategic Plan for Sustainability*, which has stated goal of reducing overall energy consumption to 25% of 2007's consumption and getting 25% of City facilities' energy needs from renewable resources by 2025; and

WHEREAS, the Common Council has appropriated Xcel Energy municipal facilities credits to be used for comprehensive energy services; and

WHEREAS, the City requested qualifications from firms for comprehensive energy services to implement renewable energy and energy efficiency measures in City Facilities to reduce energy costs and consumption; and

WHEREAS, the City chose to engage Johnson Controls, Inc. (JCI) based on criteria including broad experience and knowledge of integrating energy efficiency and renewable energy, financial stability and performance guarantees, and commitment to working with local contractors; and

WHEREAS, JCI completed the first phase and developed a scope of work that identifies multiple projects that when combined will provide savings that will offset approximately 86% of the cost of the initial investment; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby approves a construction and performance contract with Johnson Controls, Inc. to construct and install energy saving items for a total project cost of \$4,288,020 with the City contributing \$600,000 in capital for a net financed cost of \$3,688,020.

BE IT FURTHER RESOLVED that the City's capital contribution to the construction project will be provided from the following:

\$154,403 from Fund 288 – 2883404 461116 Excel Energy Credits
\$6,325 from Fund 288 - MSC Boiler Replacement #2883405 581710 02459
\$28,182 from 2008-A Promissory Notes #40071955 581200 4491955 581700
\$18,113 from 2015-C Promissory Notes #4491955 581700 40071955 581200
\$350,000 from unused budget Disaster Recovery Site #4835805 587170 02664
\$42,977 from Unallocated Building Capital Funds #4833405 580001

BE IT FURTHER RESOLVED that \$3,688,020 be acquired through Tax-Exempt Equipment Leasing (TELP) funding.

BE IT FURTHER RESOLVED that the Directors of Parks & Recreation, Engineering, the La Crosse Center, Library, Police, and Finance Departments are hereby authorized to take any and all steps necessary to effectuate said resolution.

I, Teri Lehrke, certify that this resolution was duly and officially adopted by the Common Council of the City of La Crosse on April 11, 2019.



Teri Lehrke, City Clerk
City of La Crosse, Wisconsin



State of Wisconsin
Department of Financial Institutions

Tony Evers, Governor

Kathy Blumenthal, Secretary

DANE COUNTY TITLE CO INC
901 S Whitney Way
Madison WI

June 03, 2019

UCC Initial Filing Acknowledgment

Filing Type: UCC-1 Initial Financing Statement
Work Order Number: WO201905290000744

Initial Filing Number: 20190603000037-7
Date/Time Filed: 5/22/2019 3:50:00 PM

Debtor Name

CITY OF LA CROSSE,
WISCONSIN

Debtor Type

Organization

Debtor Address

400 LA CROSSE ST. ATTN: DIRECTOR OF
FINANCE AND HUMAN RESOURCES
LA CROSSE WI 54601USA

Secured Party Name

BANC OF AMERICA PUBLIC
CAPITAL CORP

Secured Party Type

Organization

Secured Party Address

11333 MCCORMICK ROAD, HUNT VALLEY
II M/C MD5-032-07-05, ATTN: CONTRACT
ADMIN.
HUNT VALLEY MD 21031USA

UCC FINANCING STATEMENT
5/22

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
 DEANIE PERSON (402) 346-6000 EXT. 1310

B. E-MAIL CONTACT AT FILER (optional)
 UCC@danecountytitle.com

C. Dane County Title Company, LLC
 UCC/Corporate Division
 901 S Whitney Way
 Madison, WI 53711
 UCC@danecountytitle.com

1. DEBTOR'S NAME Provide only one Debtor name (a or b) (use exact full name; do not omit middle, or abbreviate any part of the Debtor's name); if any part of the Debtor's name will not fit in line 1b, leave it blank; check here and provide the Individual Debtor Information in item 1c of the Financing Statement Addendum (Form UCC1d)

1c. MAILING ADDRESS 400 LA CROSSE BL., ATTN: DIRECTOR OF MINNER AND HUMAN RESOURCES
 CITY LA CROSSE
 STATE MI 54601
 COUNTRY USA

1b. INDIVIDUAL'S SURNAME
 FIRST PERSONAL NAME
 ADDITIONAL NAME(S) (INITIALS) SUFFIX

2. DEBTOR'S NAME Provide only one Debtor name (a or b) (use exact full name; do not omit middle, or abbreviate any part of the Debtor's name); if any part of the Debtor's name will not fit in line 2b, leave it blank; check here and provide the Individual Debtor Information in item 1c of the Financing Statement Addendum (Form UCC1d)

2c. MAILING ADDRESS
 CITY
 STATE POSTAL CODE
 COUNTRY

2b. INDIVIDUAL'S SURNAME
 FIRST PERSONAL NAME
 ADDITIONAL NAME(S) (INITIALS) SUFFIX

3. SECURED PARTY'S NAME (a) NAME OF ASSIGNEE OR ASSIGNEE OF ASSIGNEE (BUREAU PARTY); Provide only one Secured Party name (a or b)

3a. ORGANIZATION NAME BANK OF AMERICA PUBLIC CAPITAL CORP
 ADDITIONAL NAME(S) (INITIALS) SUFFIX

3b. INDIVIDUAL'S SURNAME
 FIRST PERSONAL NAME
 CITY HUNT VALLEY
 STATE MD 21031
 COUNTRY USA

1. COLLATERAL: The financing statement covers the following collateral:
 SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

E. Check (X) if you can file and check () if a local collateral is held by a Trust (see UCC1A, Item 17 and Instructions) (being administered by a Trustee, Personal Representative, or other fiduciary)

Fa. Check each if applicable and check only one box:
 Public-Finance Transaction
 Manufacture-Related Transaction
 A Carrier or a Transporting Utility
 Agricultural Lien
 Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable):
 Lease/Leasehold
 Condo/Condo/Unit
 Ball/Field
 License/Intention

B. OPTIONAL FILER REFERENCE DATA:
 1643701-3 - WI - STATE
 International Association of Commercial Administrators (IACA)

Exhibit A to UCC-1 Financing Statement**Debtor: City of La Crosse, Wisconsin****Secured Party: Banc of America Public Capital Corp****Collateral Description**

Pursuant to that certain Master Equipment Lease/Purchase Agreement (the "Agreement") between Debtor and Secured Party dated May 14, 2019, Debtor granted to Secured Party a first priority security interest constituting a first lien on (a) the Equipment subject to such Lease, (b) moneys and investments held from time to time in any related Escrow Account and (c) any and all proceeds of any of the foregoing, including, without limitation, insurance proceeds.

Pursuant to Equipment Schedule No. 001 attached to the above-referenced Agreement for purposes of the Lease created thereby, the description of the Equipment and the scope of work is set forth below:

Energy savings improvements and related materials and goods listed in the Performance Contract between Johnson Controls, Inc. and Debtor dated April 23, 2019, including (without limitation) Schedule 1 and Attachment 5 thereto, as well as any property acquired with the proceeds of this Agreement, together with all replacement parts, additions, repairs, modifications, attachments and accessories thereto, and all substitutions, replacements or exchanges therefor, and the products and proceeds thereof.

00248139

LACROSSE COUNTY
REGISTER OF DEEDS
CHERYL A. MCBRIDE

UCC FINANCING STATEMENT


FOLLOW INSTRUCTIONS

FILED ON
06/12/2019 08:23AM

UCC FEE: \$30.00

PAGES: 6

** The above recording information verifies that this document has been electronically recorded and returned to the submitter.**

A. NAME & PHONE OF CONTACT AT FILER (optional) JEANIE FERGUSON (402) 346-6000 EXT. 1310	
B. E-MAIL CONTACT AT FILER (optional) JEANIE.FERGUSON@KUTAKROCK.COM	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) Return Acknowledgement to:	
	Capitol Services, Inc. PO Box 1831 Austin, TX 78767 800.345.4647

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME CITY OF LA CROSSE, WISCONSIN				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	400 LA CROSSE ST., ATTN: DIRECTOR OF FINANCE AND HUMAN RESOURCES	CITY LA CROSSE	STATE WI	POSTAL CODE 54601
				COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
				COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME BANC OF AMERICA PUBLIC CAPITAL CORP				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	11333 MCCORMICK ROAD, HUNT VALLEY II, M/C MD5-032-07-05, ATTN: CONTRACT ADMIN.	CITY HUNT VALLEY	STATE MD	POSTAL CODE 21031
				COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

THIS FINANCING STATEMENT COVERS FIXTURES AND IS TO BE FILED IN THE REAL PROPERTY RECORDS.

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA: 1643701-3 - WI - LA CROSSE	

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here

9a. ORGANIZATION'S NAME
CITY OF LA CROSSE, WISCONSIN

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

10c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

11. ADDITIONAL SECURED PARTY'S NAME or ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFIX

11c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
 covers timber to be cut covers as-extracted collateral is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:
SEE EXHIBITS A AND B ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE.

17. MISCELLANEOUS:

Exhibit A to UCC-1 Financing Statement

Debtor: City of La Crosse, Wisconsin

Secured Party: Banc of America Public Capital Corp

Collateral Description

Pursuant to that certain Master Equipment Lease/Purchase Agreement (the "Agreement") between Debtor and Secured Party dated May 14, 2019, Debtor hereby grants to Secured Party a first priority security interest constituting a first lien on (a) the Equipment subject to such Lease, (b) moneys and investments held from time to time in any related Escrow Account and (c) any and all proceeds of any of the foregoing, including, without limitation, insurance proceeds (collectively, the "*Collateral*").

Pursuant to Equipment Schedule No. 001 attached to the above-referenced Agreement for purposes of the Lease created thereby, the description of the Equipment and the scope of work is set forth below:

Energy savings improvements and related materials and goods listed in the Performance Contract between Johnson Controls, Inc. and Debtor dated April 23, 2019, including (without limitation) Schedule 1 thereto, as well as any property acquired with the proceeds of this Agreement, together with all replacement parts, additions, repairs, modifications, attachments and accessories thereto, and all substitutions, replacements or exchanges therefor, and the products and proceeds thereof.

Exhibit B to UCC-1 Financing Statement

Debtor: City of La Crosse, Wisconsin

Secured Party: Banc of America Public Capital Corp

Legal Descriptions

CITY HALL, TAX PARCELS: 17-20141-20, 17-20142-130
PARCEL NO. 3

That part of Government lot 2 in Section 32, Township 16 North, Range 7 West of the Fourth Principal Meridian lying between lines parallel with and distant 100 feet Northwesterly and 100 feet Southeasterly, measured at right angles and radially, from the center line of the main track of the Chicago and North Western Railway Company (now the Chicago and North Western Transportation Company), as said main track center line was originally located and established across said Section 32.

PARCEL NO. 4

That part of the South Half of the Northwest Quarter (Government Lot 3) of Section 32, Township 16 North, Range 7 West of the Fourth Principal Meridian lying Northerly of the North line of North Street (Zeisler Street), lying Southeasterly of a line parallel with and distant 100 feet Northwesterly, measured at right angles and radially, from the centerline of the main track of the Chicago and North Western Railway Company (now the Chicago and North Western Transportation Company), as said main track centerline was originally located and established across said Section 32; and lying Northwesterly of a straight line drawn from a point on the North line of said South Half of the Northwest Quarter distant 100 feet Southeasterly measured radially, from said original main track centerline, to the Northeast corner of lot 6 in Block 12 of Burns Durand Smith and Rublee's Addition to La Crosse; Except that area lying West of the East line of North 7th Street extended North to the North Westerly Right-of-way line of the Chicago and North Western Transportation Company

PARCEL NO. 5

Those parts of Lots 5 and 6 in Block 2 of Burns Durand Smith and Rublee's Addition to La Crosse, lying Northwesterly of a line parallel with and distant 8.5 feet Southeasterly measured at right angles from the centerline of Chicago and North Western Transportation Company spur track ICC No. 17 as said spur track is now located.

LA CROSSE CENTER, TAX PARCEL: 17-20002-80

Vacated Mt. Vernon Street and vacated alley, being adjacent to Lot One (1) in Block Five (5) of the Original Plat of the Town of La Crosse, now City of La Crosse and Lot Six (6) in Block Six (6) of C. & F.J. Dunn, H.L. Dousman and Peter Cameron's Addition to the Town, now City of La Crosse, described as follows:

Parcel I

Commencing at the Southeast corner of Block 6 of the Original Plat of the Town of La Crosse, now City of La Crosse; thence North 26° 58' 20" East, along the East line thereof, 117.57 feet to the beginning of a 416 foot radius curve, concave to the Southeast; thence 188.64 feet along the arc of said curve, the chord of which bears South 14° 03' 04" West 187.03 feet to the extension of the North line of Block 6 of C. & F.J. Dunn, H.L Dousman and Peter Cameron's Addition to the Town, now City of La Crosse and the point of beginning of this description; thence North 64° 48' 58" West 2.23 feet to the Northeast corner of said Block 6; thence continue North 64° 48' 58" West, along said North line and along the North line of Block 5 of the Original Plat of the Town, now City of La Crosse, 189.84 feet; thence North 24° 49' 22" East 33.0 feet to the centerline of vacated Mt. Vernon Street; thence South 64° 48' 58" East 179.16 feet to the now West right-of-way line of Second Street; thence. 35.52 feet along the arc of a 416 foot radius curve, concave to the Southeast, the chord of which bears South 03° 30' 23" West to the point of beginning.

Parcel II

Commencing at the Northwest corner of Lot 6 in Block 6 of C. & F.J. Dunn, H.L. Dousman and Peter Cameron's Addition to the Town, now City of La Crosse; thence North 24° 49' 22" East 20.68 feet to the Southerly line of vacated Mt. Vernon Street; thence continue North 24° 49' 22" East 33.0 feet, more or less to the centerline of Mt. Vernon Street; thence North 64° 48' 58" West, along said centerline, 10.0 feet; thence South 24° 49' 22" West 58.39 feet, more or less to the Town line and North line of C. & F. J. Dunn, H. L. Dousman and Peter Cameron's Addition; t hence North 89° 59' 02" East , along said line, 11.05 feet to the point of beginning.

Parcel III

A parcel located South of the North line of C. & F. J. Dunn, H. L. Dousman and Peter Cameron's Addition to the Town, now City of La Crosse (also being the Town line), Northeasterly of the centerline of vacated Mt. Vernon Street and said line extended East, and Westerly of the West right-of-way line of Second Street as it now exists.

LA CROSSE CENTER, TAX PARCEL: 17-20026-90

The east half of a north-south vacated alley bounded by Front Street on the west; Second Street on the east; Jay Street on the south; and Mt. Vernon Street right-of-way on the north; more particularly described as follows:

An eleven-foot-wide strip of land abutting the west line of Lots 4, 5 and 6 in Block 6 of Dunn, Dousman and Cameron's Addition to the City of La Crosse, La Crosse County, Wisconsin.

LA CROSSE PUBLIC LIBRARY, TAX PARCEL: 17-20180-100

Lots Four (4), Five (5) and Six (6), Block Eight (8) of Burns and Overbaugh's Addition to the City of La Crosse; and

Lots Nine (9) and Ten (10), Metzger's Subdivision of Lot Seven (7), Block Eight (8) of Burns and Overbaugh's Addition to the City of La Crosse; and

Right of way across the East 8 feet of Lot Eight (8), Metzger's Subdivision of Lot Seven (7); Block Eight (8) of Burns and Overbaugh's Addition to the City of La Crosse.

These premises are to be used for public library purposes only.

MUNICIPAL SERVICE CENTER, TAX PARCEL: 17-50264-70

Part of Government Lot 4 of Section 7, Township 15 North, Range 7 West, City of La Crosse, La Crosse County, Wisconsin being more particularly described as follows:

Commencing at the Northeast corner of said Section 7; thence West along the North line of Section 7, 1625.50' to the centerline of the Right of Way of Marco Drive; thence South along said centerline 533.49'; thence East, 30.00' to the East Right of Way line of Marco Drive; thence South along said East Right of Way, 450' to the Point of Beginning of this parcel description; Thence East, 500'; thence South, 450'; thence West, 500' to the East Right of Way line of Marco Drive; thence North along said East Right of Way, 450' to the Point of Beginning.

Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of La Crosse, La Crosse County, Wisconsin		2 Issuer's employer identification number (EIN) 39-6005490	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 400 La Crosse Street	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code La Crosse, Wisconsin 54601		7 Date of issue 5/14/2019	
8 Name of issue Equipment Lease Purchase Agreement		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Valerie Fenske, Director of Finance/Treasurer		10b Telephone number of officer or other employee shown on 10a 608-789-7576	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► <u>Equipment Lease Purchase Agreement</u>	18	3,688,020	00
19a If bonds are TANs or RANs, check only box 19a			
b If bonds are BANs, check only box 19b			
20 If bonds are in the form of a lease or installment sale, check box			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	May 14, 2039	\$ 3,688,020.00	\$	11.13 years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

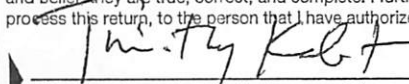
22 Proceeds used for accrued interest	22		
23 Issue price of entire issue (enter amount from line 21, column (b))	23	3,688,020	00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	3,688,020	00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	_____	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	_____	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	_____	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	_____	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC (MM/DD/YYYY)		
c	Enter the name of the GIC provider		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond (MM/DD/YYYY)		
c	Enter the EIN of the issuer of the master pool bond		
d	Enter the name of the issuer of the master pool bond		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider		
c	Type of hedge		
d	Term of hedge		
42	If the issuer has superintegrated the hedge, check box <input type="checkbox"/>		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box <input type="checkbox"/>		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box <input type="checkbox"/>		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement		
b	Enter the date the official intent was adopted (MM/DD/YYYY)		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
		05/10/2019	Timothy Kabat, Mayor Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name	Firm's EIN		PTIN
	Firm's address	Phone no.		



LEGAL DEPARTMENT

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City Attorney

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Assistant City Attorney

May 13, 2019

Banc of America Public Capital Corp
11333 McCormick Road
Mail Code: MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

Re: Equipment Schedule No. 001 to Master Equipment Lease/Purchase Agreement dated as of May 14, 2019 by and between Banc of America Public Capital Corp, as Lessor, and City of La Crosse, Wisconsin, as Lessee

Ladies and Gentlemen:

As legal counsel to City of La Crosse, Wisconsin ("Lessee"), I have examined (a) a partially executed counterpart of that certain Master Equipment Lease/Purchase Agreement dated as of May 14, 2019, and Exhibits thereto by and between Banc of America Public Capital Corp ("Lessor") and Lessee (the "Agreement"), (b) a partially executed counterpart of Equipment Schedule No. 001 dated May 14, 2019 by and between Lessor and Lessee, which incorporates by reference the terms and provisions of the Agreement (such Equipment Schedule No. 001 together with such incorporated terms and provisions are herein referred to collectively as the "Equipment Schedule"), has attached the Payment Schedule with respect thereto (the "Payment Schedule") executed by Lessee, and provides for the lease of certain property listed in the Equipment Schedule (the "Equipment"), (c) a partially executed counterpart of that certain Escrow and Account Control Agreement dated as of May 14, 2019 by and among Lessor, Lessee, and Bank of America, National Association as Escrow Agent (the "Escrow Agreement"), (d) Resolution No. 19-0443 of Lessee with respect to authorization of the transaction contemplated by the Agreement, the Equipment Schedule, the Escrow Agreement and documents related thereto and (e) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement, the Equipment Schedule, including the terms and provisions of the Agreement incorporated therein by reference, the related Payment Schedule, the Escrow Agreement and the documents relating thereto are herein collectively referred to as the "Transaction Documents".

Based on the foregoing, I am of the following opinions:

1. Lessee is a municipal corporation, duly organized and existing under the laws of the State of Wisconsin.
2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Transaction Documents and to perform its obligations under the Transaction Documents.
3. The Transaction Documents have been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Transaction Documents are legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with their respective terms, provided they have been duly authorized, approved, executed and delivered by and on behalf of the other Parties, and except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval, execution and delivery of the Transaction Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed, to my current actual knowledge, in accordance with all open meeting laws, procurement and public bidding laws and all other applicable State or Federal laws.
5. To my current actual knowledge, there is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Transaction Documents or the security interest of Lessor or its assigns, as the case may be, in the Equipment under the Lease, the Escrow Account or other Collateral thereunder.

All capitalized terms herein shall have the same meanings as in the Transaction Documents unless otherwise provided herein.

Sincerely,



Stephen F. Matty
City Attorney