

Equipment
Schedule

Master Equipment Lease/Purchase Agreement Number 4856000

EQUIPMENT SCHEDULE NO. 002

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 signed by Lessee on April 22, 2019 between Johnson Controls, Inc. and Lessee, including (without limitation) Schedule 1 thereto, and all change orders and additions to such Performance Contract as well as any property acquired with the proceeds of the Lease created hereby, 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.

4. *First Amendment; Other Costs.* Lessor and Lessee have entered into Equipment Schedule No. 001 dated as of May 14, 2019 ("*Equipment Schedule No. 001*") to the Agreement. Pursuant to the First Amendment to Equipment Schedule No. 001, Lessor and Lessee have agreed to refinance the amounts due thereunder and, in connection with such refinancing, Lessee is obligated to pay a prepayment fee and certain accrued interest. The total Lease Proceeds of this Equipment Schedule No. 002 are 1,692,434.86. In addition to the costs of the Equipment described above to be financed hereunder, \$72,448.43 of the Lease Proceeds shall be used for payment of the prepayment fee relating to Equipment Schedule No. 001 (the "Prepayment Fee"), and \$2,331.43 of the Lease Proceeds shall be used for payment of accrued interest relating to Equipment Schedule No. 001 (the "Accrued Interest").

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 \$1,617,655.00, which amount is for deposit into the Escrow Account. Lessor shall retain (a) \$70,450.08 of the Lease Proceeds to be applied to the

Prepayment Fee and (b) \$4,329.78 of the Lease Proceeds to be applied to the Accrued Interest. It is expected that by 18 months from the date of this Equipment Schedule No. 002, 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 November 14, 2039, subject to earlier termination pursuant to the Agreement.

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EXECUTION PAGE FOLLOWS]

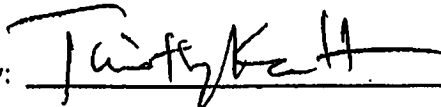
Master Equipment Lease/Purchase Agreement Number 4856000

Dated: November 27, 2019

LESSOR:
Banc of America Public Capital Corp

LESSEE:
City of La Crosse, Wisconsin

By: _____

By:  _____

Name: _____

Name: Tim Kabat

Title: _____

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.


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Master Equipment Lease/Purchase Agreement Number 4856000

Dated: November 27, 2019

LESSOR:
Bane of America Public Capital Corp

LESSEE:
City of La Crosse, Wisconsin

By: 

By: _____

Name: _____

Name: Tim Kabat

Title: Terri J. Preston
Senior Vice President

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.

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