

SCHEDULE OF PROPERTY NO. 3

Re: Master Equipment Lease/Purchase Agreement, dated as of October 26, 2018, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and Martin County, Florida, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “*Agreement*”).

2. *Equipment.*

(a) *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 in the Scope of Work set forth in Schedule [] to the Energy Performance Contract (the “*Performance Contract*”) between the Lessee and Trane U.S. Inc. (“*Trane*”), dated _____, 2025, between the Lessee and Trane, as incorporated herein by reference.

(b) *Location of Equipment:* For purposes of the Lease created hereby, the location of Equipment is set forth in Schedule [] to the Performance Contract.

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 Schedule as *Exhibit A* and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of Exhibit E attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Schedule 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 Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Schedule.

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect has occurred; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and this Schedule; (f) the Equipment listed in this Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

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

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Schedule is \$5,221,715.00. It is expected that by eighteen (18) months from the date of this Schedule of Property No. 3, 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 eighteen (18) months from the date of this Schedule.

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

8. *Additional Representation Regarding the Use and Maintenance of the Equipment; Additional Representation Regarding Damage, Destruction and Condemnation.*

(a) Lessee agrees that it shall (i) 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 this Schedule; and (ii) replace or rebuild any component of the Equipment under this Schedule that becomes permanently unfit for normal use or inoperable during the Lease Term of this Schedule (herein, the "*Inoperable Component*") in order to keep the Equipment as a whole in good repair and working order during the Lease Term of this Schedule. Lessee shall promptly notify Lessor in writing when any component of the Equipment under this Schedule is reasonably expected within forty-five (45) days to become an Inoperable Component. Lessee shall promptly replace or rebuild the Inoperable Component under this Schedule 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 this Schedule and such replacement or rebuilt component shall be in good operating condition.

(b) If Lessee elects to replace any item of the Equipment with Replacement Equipment pursuant to Section 8.01 of the Agreement, in addition to the other requirements set forth in Section 8.01, the Replacement Equipment shall also 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 and shall have an expected remaining useful life at least through the Lease Term.

9. *Liability Insurance.* Lessee shall, during the Lease Term under this Schedule, maintain or cause to be maintained 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).

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

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

As a prerequisite to the performance by Lessor of any of its obligations under this Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section 10, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date of this Schedule,

provided however, that no “Disbursement Request” pursuant to the Escrow Agreement (other than for costs of issuance) for this Schedule shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section 10 have been delivered to Lessor.

11. *Lease Term.* The Lease Term shall consist of the Original Term and sixteen (16) consecutive Renewal Terms, with the final Renewal Term ending on December 3, 2040, subject to earlier termination pursuant to the Agreement.

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[SIGNATURE PAGE FOLLOWS]

Dated: August 22, 2025

LESSOR:

BANC OF AMERICA PUBLIC CAPITAL CORP
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration
Fax No.: (443) 541-3057

LESSEE:

MARTIN COUNTY, FLORIDA
2401 SE Monterey Road
Stuart, FL 34996
Attn: County Administrator
Fax No. (772) 228-5432

By: _____
Name: _____
Title: _____

By: _____
Name: Sarah Heard
Title: Chair, Board of County Commissioners

ATTEST:

By: _____
Name: Carolyn Timmann
Title: Clerk of the Circuit Court and
Comptroller

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

By: _____
Name: Elysse A. Elder
Title: Acting County Attorney

**EXHIBIT A
PAYMENT SCHEDULE**

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE <i>(including prepayment premium, if any)</i>	CASUALTY VALUE <i>(including casualty premium, if any)</i>
8/22/2025				\$5,221,715.00		
6/1/2026	\$236,455.17	\$163,775.17	\$72,680.00	\$5,149,035.00	\$5,252,015.70	\$5,252,015.70
12/1/2026	\$236,454.72	\$104,190.72	\$132,264.00	\$5,016,771.00	\$5,117,106.42	\$5,117,106.42
6/1/2027	\$236,454.36	\$101,514.36	\$134,940.00	\$4,881,831.00	\$4,979,467.62	\$4,979,467.62
12/1/2027	\$236,454.85	\$ 98,783.85	\$137,671.00	\$4,744,160.00	\$4,839,043.20	\$4,839,043.20
6/1/2028	\$236,455.08	\$95,998.08	\$140,457.00	\$4,603,703.00	\$4,695,777.06	\$4,695,777.06
12/1/2028	\$236,454.93	\$93,155.93	\$143,299.00	\$4,460,404.00	\$4,549,612.08	\$4,549,612.08
6/1/2029	\$236,454.27	\$90,256.27	\$146,198.00	\$4,314,206.00	\$4,400,490.12	\$4,400,490.12
12/1/2029	\$236,454.96	\$87,297.96	\$149,157.00	\$4,165,049.00	\$4,248,349.98	\$4,248,349.98
6/1/2030	\$236,454.77	\$84,279.77	\$152,175.00	\$4,012,874.00	\$4,093,131.48	\$4,093,131.48
12/1/2030	\$236,454.51	\$81,200.51	\$155,254.00	\$3,857,620.00	\$3,934,772.40	\$3,934,772.40
6/1/2031	\$236,454.94	\$78,058.94	\$158,396.00	\$3,699,224.00	\$3,773,208.48	\$3,773,208.48
12/1/2031	\$236,454.80	\$74,853.80	\$161,601.00	\$3,537,623.00	\$3,608,375.46	\$3,608,375.46
6/1/2032	\$236,454.80	\$71,583.80	\$164,871.00	\$3,372,752.00	\$3,440,207.04	\$3,440,207.04
12/1/2032	\$236,454.64	\$68,247.64	\$168,207.00	\$3,204,545.00	\$3,268,635.90	\$3,268,635.90
6/1/2033	\$236,454.97	\$64,843.97	\$171,611.00	\$3,032,934.00	\$3,093,592.68	\$3,093,592.68
12/1/2033	\$236,454.42	\$61,371.42	\$175,083.00	\$2,857,851.00	\$2,915,008.02	\$2,915,008.02
6/1/2034	\$236,454.61	\$57,828.61	\$178,626.00	\$2,679,225.00	\$2,679,225.00	\$2,679,225.00
12/1/2034	\$236,455.12	\$54,214.12	\$182,241.00	\$2,496,984.00	\$2,496,984.00	\$2,496,984.00
6/1/2035	\$236,454.47	\$50,526.47	\$185,928.00	\$2,311,056.00	\$2,311,056.00	\$2,311,056.00
12/1/2035	\$236,455.22	\$46,764.22	\$189,691.00	\$2,121,365.00	\$2,121,365.00	\$2,121,365.00
6/1/2036	\$236,454.82	\$42,925.82	\$193,529.00	\$1,927,836.00	\$1,927,836.00	\$1,927,836.00
12/1/2036	\$236,454.76	\$39,009.76	\$197,445.00	\$1,730,391.00	\$1,730,391.00	\$1,730,391.00
6/1/2037	\$236,454.46	\$35,014.46	\$201,440.00	\$1,528,951.00	\$1,528,951.00	\$1,528,951.00
12/1/2037	\$236,454.32	\$30,938.32	\$205,516.00	\$1,323,435.00	\$1,323,435.00	\$1,323,435.00
6/1/2038	\$236,454.71	\$26,779.71	\$209,675.00	\$1,113,760.00	\$1,113,760.00	\$1,113,760.00
12/1/2038	\$236,454.93	\$22,536.93	\$213,918.00	\$899,842.00	\$899,842.00	\$899,842.00
6/1/2039	\$236,454.30	\$18,208.30	\$218,246.00	\$681,596.00	\$681,596.00	\$681,596.00
12/1/2039	\$236,455.10	\$13,792.10	\$222,663.00	\$458,933.00	\$458,933.00	\$458,933.00
6/1/2040	\$236,454.51	\$9,286.51	\$227,168.00	\$231,765.00	\$231,765.00	\$231,765.00
12/1/2040	\$236,454.76	\$4,689.76	\$ 231,765.00	--	--	--
	\$7,093,642.28	\$1,871,927.28	\$5,221,715.00			

Contract Rate; Taxable Rate. The Contract Rate for this Schedule is 4.047% per annum. The Taxable Rate for this Schedule is 5.1653% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Schedule is June 1, 2026.

LESSOR:
BANC OF AMERICA PUBLIC CAPITAL CORP

LESSEE:
MARTIN COUNTY, FLORIDA

By: _____

Name: _____

Title: _____

By: _____

Name: Sarah Heard

Title: Chair, Board of County Commissioners