

EQUIPMENT INSTALLMENT FINANCING AGREEMENT

BETWEEN

BANC OF AMERICA PUBLIC CAPITAL CORP

AND

COUNTY OF GUILFORD, NORTH CAROLINA

DATED JUNE 12, 2025

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

By: _____
Chief Financial Officer
Guilford County, North Carolina

EQUIPMENT INSTALLMENT FINANCING AGREEMENT

THIS EQUIPMENT INSTALLMENT FINANCING AGREEMENT (the “Agreement”) dated as of June 12, 2025, and entered into between Banc of America Public Capital Corp, a Kansas corporation (“Lender”), and the County of Guilford, North Carolina, a body corporate and politic and a political subdivision of the State of North Carolina (the “County”), existing under the Constitution and laws of the State of North Carolina (“State”).

WITNESSETH:

WHEREAS, the County is a duly and validly created, organized and existing governmental entity under and by virtue of the Constitution and laws of the State; and

WHEREAS, the County has the power, pursuant to Section 160A-20 of the General Statutes of North Carolina, to enter into installment contracts to finance the purchase of personal property, including property to be affixed or attached to real estate as fixtures; and

WHEREAS, the County has requested Lender to advance certain funds to enable the County to finance the purchase and installation of certain Equipment (as hereinafter defined) described herein (or to reimburse the County for the costs of such purchase) and the County desires to obtain such advance from Lender; and

WHEREAS, the County is authorized under the Constitution and laws of the State to enter into this Agreement hereto for the purposes set forth herein; and

WHEREAS, the Board of Commissioners of the County (as further defined in Section 1.01 herein, the “Board of Commissioners”) has authorized the execution and delivery of this Agreement pursuant to a resolution adopted by the Board of Commissioners on June 5, 2025; and

WHEREAS, the obligation of the County to make Installment Payments (as hereinafter defined) and other payments required under this Agreement shall constitute a limited obligation payable solely from currently budgeted appropriations of the County and shall not constitute a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation or as otherwise prohibited by the North Carolina Constitution; and

WHEREAS, in order to further secure the obligations of the County hereunder, the County desires to grant a security interest in the Equipment for the benefit of the Lender; and

WHEREAS, no deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under this Agreement, and the taxing power of the County is not and may not be pledged in any way, directly or indirectly or contingently to secure any moneys due under this Agreement; and

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

ARTICLE I DEFINITIONS

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

“Acquisition Period” means the period stated in the Schedule during which the Proceeds attributable to this Agreement may be expended on Equipment Costs, as such period may be extended with the consent of the Lender.

“Agreement” means this Equipment Installment Financing Agreement, including the Schedule and the other exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 12.06.

“Amount Advanced” means the aggregate principal amount of \$2,746,000.

“Board of Commissioners” means the duly elected governing Board of Commissioners for the County or any successor to its functions.

“Business Day” means a day on which the Lender, at its designated corporate office, is not required or authorized by law to remain closed.

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

“Commencement Date” means June 12, 2025, the date on which the Amount Advanced is deposited into the Project Account designated by the County as set forth in Section 3.01.

“Contract Rate” means the rate identified as such in the Schedule.

“County” means the County of Guilford, North Carolina or any successor to its functions.

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

“Equipment Costs” means the total cost of the Equipment listed in the Schedule, including related soft costs such as freight, installation and taxes and other capitalizable costs, legal fees, financing costs and other costs necessary to vest full, clear legal title to the Equipment in the County, subject to the security interest granted to Lender in this Agreement, and otherwise incurred in connection with the financing of the Equipment as provided herein; provided that any such soft costs on a cumulative basis shall not exceed twenty percent (20%) of the total cost of the Equipment.

“Event of Default” means an Event of Default described in Section 11.01.

“Event of Non-appropriation” means the failure of the County’s Board of Commissioners to appropriate or otherwise make available funds to pay Installment Payments under this Agreement, or the amendment of a previously adopted budget to delete the funds to make such payments.

“Installment Payments” means the basic installment payments payable by the County under this Agreement pursuant to Section 4.01, consisting of a principal component and an interest component.

“Installment Payment Date” means each date on which the County is required to make an Installment Payment under this Agreement, as specified in the Installment Payment Schedule.

“Installment Payment Schedule” means the Installment Payment Schedule attached hereto substantially in the form of Exhibit A-1 attached to this Agreement.

“Lender” means (a) the entity referred to as Lender in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lender in and to this Agreement (including Installment Payments thereunder) pursuant to Section 10.01, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lender to perform under this Agreement.

“Material Adverse Change” means (a) any change in the County’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of the County, or (ii) the County’s ability to perform its obligations under this Agreement or (b) a downgrade in the County’s external debt rating from the date of this Agreement of two or more subgrades by either Moody’s Investors Service, Inc. or Standard & Poor’s Ratings Service or any equivalent successor credit rating agency, or any downgrade by either such agency that would cause the County’s credit rating to be below investment grade, or, if any such rating agency no longer publishes such ratings at the date of determination, any other nationally recognized statistical rating organization that is selected by the County for purposes of such long-term general obligation bond ratings and long-term general fund related bond ratings.

“Optional Prepayment Date” means the date described in Section 4.01(b).

“Prepayment Price” means the amount that the County may pay to Lender to prepay the outstanding Amount Advanced as contemplated in Sections 4.01 and 8.01, which shall equal 100% of the outstanding principal components of Installment Payments to be prepaid, plus accrued and unpaid interest outstanding thereon upon the date the of such prepayment.

“Schedule” means the Schedule of Property substantially in the form of Exhibit A hereto together with the Installment Payment Schedule attached thereto.

“State” means the State of North Carolina.

“Taxable Rate” means the rate identified as such in each Installment Payment Schedule.

“Term” means the period from the Commencement Date for this Agreement until the final Installment Payment is paid hereunder, as set forth in the Installment Payment Schedule, or until this Agreement is otherwise terminated.

“Vendor” means any manufacturer or supplier of the Equipment or any other person, as well as the agents or dealers of any manufacturer or supplier with whom the County has arranged the acquisition and installation of the Equipment to be financed by Lender pursuant to this Agreement.

ARTICLE II REPRESENTATIONS AND WARRANTIES OF THE COUNTY

Section 2.01 Representations and Covenants of the County. The County represents, covenants and warrants for the benefit of Lender on the date hereof as follows:

(a) The County is a body corporate and politic and a political subdivision duly created and existing under the Constitution and laws of the State and has all powers necessary to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.

(b) The County has duly authorized the execution and delivery of this Agreement by proper action of its Board of Commissioners 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 this Agreement.

(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.

(d) The County 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.

(e) The County has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by the County of the Equipment as provided herein.

(f) During the Term, the Equipment will be used by the County only for the purpose of performing essential governmental or proprietary functions of the County consistent with the permissible scope of the County’s authority. The County does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Installment Payment scheduled to be paid under this Agreement.

(g) The County has kept, and throughout the Term shall keep, its books and records in accordance with generally accepted accounting principles and practices consistently applied, and shall deliver to Lender (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 notes, and (4) schedules and attachments to the financial statements) within two hundred seventy (270) days of its fiscal year end, (ii) such other financial statements and information as Lender may reasonably request, and (iii) at Lender’s request, the

County's annual budget for the following fiscal year when approved but not later than thirty (30) days after its current fiscal year end. The financial statements described in subsection (i) shall be accompanied by an unqualified opinion of the County's auditor. Credit information relating to the County may be disseminated among Lender and any of its affiliates and any of their respective successors and assigns.

(h) The Equipment described above is essential to the functions of the County or to the services the County provides its citizens; the County has an immediate need for the Equipment listed on the Schedule and expects to make immediate use of the Equipment listed on the Schedule, which will be used by the County only for the purpose of performing one or more of the County's governmental or proprietary functions consistent with the permissible scope of its authority. The County's need for the Equipment is not temporary and the County does not expect the need for any item of the Equipment to diminish during the Term. The County expects and anticipates adequate funds to be available for all future payments due hereunder after the current budgetary period.

(i) The payment of the Installment Payments or any portion thereof is not 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 the County) 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 Amount Advanced will be used, directly or indirectly, to make or finance loans to any person other than the County. The County has not entered into any management or other service contract with respect to the use and operation of the Equipment; provided that, the County may enter into a management or other service contract with respect to the use and operation of the Equipment so long as prior to entering such contract, the County provides evidence satisfactory to the Lender (which may include an opinion of nationally recognized bond counsel) that entering into such contract will not have an adverse effect on the tax-exempt status of the interest component of Installment Payments.

(j) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect the County's financial condition or impairs its ability to perform its obligations hereunder. The County will, at its expense, maintain its legal existence and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lender may reasonably request in order to protect Lender's security interest in the Equipment and Lender's rights and benefits under this Agreement.

(k) The County is the fee owner of the real estate where the Equipment 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) The County has not failed to appropriate funds to make payments under any lease, installment financing agreement, lease purchase agreement, payment agreement or contract for purchase to which the County has been a party. No event has occurred which would constitute an

event of default resulting in a failure to make payment when due on any debt (including general obligation indebtedness or installment financing), revenue bond or other obligation issued by the County or with respect to which the County was obligated to make payments during the past ten (10) years.

(m) In connection with the County's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by the County pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), the County 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 this Agreement and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Agreement, 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, the County shall not file or submit or permit the filing or submission of any EMMA Posting that includes the following unredacted confidential information about the Lender or its affiliates in any portion of such EMMA Posting: address and account information of the Lender or its affiliates; e-mail addresses telephone numbers, fax numbers, names and signatures of officers, employees and signatories of the Lender or its affiliates; and the form of Disbursement Request that is attached hereto as Exhibit E.

(n) The County acknowledges and agrees that the Lender and its affiliates are not responsible for the County'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 AMOUNT ADVANCED

Section 3.01 Amount Advanced. Subject to the terms of this Agreement and the Schedule, Lender agrees to advance the Amount Advanced to the County to be used to pay, or reimburse the County for paying, the Equipment Costs. Lender will advance the Amount Advanced to the County by (i) depositing \$[] of such funds into an account designated by the County (the "County Account") to reimburse the County for paying a portion of the Equipment Costs and (ii) depositing \$[] of such funds into a segregated account (the "Project Account") of the County held at the North Carolina Capital Management Trust. The County agrees to withdraw amounts from the Project Account only for application from time to time to the payment of Equipment Costs in accordance with the procedures set forth in Section 3.02.

Pending application of funds in the Project Account to pay Equipment Costs, the amounts in the Project Account are subject to a lien and charge in favor of the Lender to secure the County's obligations to the Lender. The County grants to the Lender a security interest in the funds and investments on deposit to the credit of the Project Account from time to time. This Agreement is intended as a security agreement between the County and the Lender with respect to this security interest.

Section 3.02 Disbursement Process. Unless the Project Account is earlier terminated in accordance with the provisions hereof, the moneys held in the Project Account shall be used to pay, or reimburse the County for paying, Equipment Costs upon the prior written consent of the Lender to a written disbursement request prepared by an authorized representative of the County substantially in the form set forth in Exhibit E attached hereto, together with copies of invoices, title documentation, and such other documentation as the Lender may require. Once all of the Equipment to be purchased with the Amount Advanced has been delivered to the County, the County shall deliver to the Lender an Acceptance Certificate substantially in the form of Exhibit D. All funds in the Project Account shall be expended by the end of the Acquisition Period. Any moneys remaining in the Project Account after the end of the Acquisition Period or following delivery of an Acceptance Certificate with respect to the Equipment, if sooner, may be applied to the next maturing principal component of the Installment Payments until such time as such moneys are expended. Upon the occurrence and continuance of an Event of Default under Section 11.01, the Lender may require any moneys then held in the Project Account to be applied to prepay the principal component of the Installment Payments.

Section 3.03 Conditions to Lender's Performance.

(a) As a prerequisite to the performance by Lender of any of its obligations pursuant to this Agreement, the County shall deliver to Lender the following:

(i) A fully executed Agreement, together with a completed Schedule, executed by the County;

(ii) A Certificate executed by the Clerk or Secretary or other comparable officer of the County, in substantially the form attached hereto as Exhibit B, completed to the satisfaction of Lender;

(iii) A certified copy of a resolution, ordinance or other official action of the County's Board of Commissioners authorizing the execution and delivery of this Agreement and performance by the County of its obligations hereunder;

(iv) In the event that the County is to be reimbursed for expenditures that it has paid more than sixty days prior to the Commencement Date for the Agreement 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 60 days prior to the date of such resolution;

(v) An opinion of counsel to the County in substantially the form attached hereto as Exhibit C respecting this Agreement and otherwise satisfactory to Lender;

(vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lender, which Lender deems necessary or appropriate at that time pursuant to Section 6.02;

(viii) A copy of a fully completed and executed Form 8038-G pursuant to Section 4.05(e);

(ix) Evidence of the filing of a UCC-1 Financing Statement with respect to the Equipment under the Uniform Commercial Code as in effect in the State;

(x) Copies of original invoices (and proofs of payment of such invoices, if the County seeks reimbursement) and bills of sale, if available (if title to Equipment has passed to the County), to the extent required by Section 5.01(b);

(xi) 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;

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

(xiii) Such other items, if any, as are reasonably required by Lender.

(b) In addition, the performance by Lender of any of its obligations hereunder, including its approval of any disbursement request from the Project Account, shall be subject to: (i) no Material Adverse Change shall have occurred since the date of this Agreement, (ii) no Event of Default shall have occurred and then be continuing under this Agreement, (iii) no Event of Non-appropriation under this Agreement shall be threatened and (iv) no other installment financing agreement of the County shall have been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

(c) As a condition to Lender's advance of any portion of the Amount Advanced to the County Account to reimburse the County for Equipment Costs paid by the County prior to the date hereof, the County shall provide to Lender copies of original invoices (and proofs of payment of such invoices) reflecting vehicle identification numbers and the make, model, and year of each motor vehicle financed by such advance.

(d) Subject to satisfaction of the foregoing, Lender will pay the Amount Advanced to the County as provided for in Section 3.01, to be disbursed in accordance with Section 3.02.

Section 3.04 Evidence of Filing Form 8038-G. As soon as it is available, the County shall provide to Lender evidence that it, or its paid preparer, has filed the Form 8038-G with the Internal Revenue Service by delivering to Lender proof of mailing such Form 8038-G. Notwithstanding anything to the contrary in this Agreement, it shall not be an Event of Default hereunder if the County does not provide to Lender evidence that it (or its paid preparer) filed the Form 8038-G with the Internal Revenue Service.

ARTICLE IV INSTALLMENT PAYMENTS

Section 4.01 Installment Payments; Prepayments.

(a) Subject to Section 4.04, the County shall promptly pay Installment Payments, in lawful money of the United States of America, to Lender on the Installment Payment Dates in such amounts as provided in the Installment Payment Schedule. The County shall pay Lender a charge on any Installment Payment not paid within five (5) days of the date such payment is due at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less, from such date. Installment Payments consist of principal and interest components as more fully detailed on the Installment Payment Schedule.

(b) The County shall have the option to prepay its obligations in whole under this Agreement on and after the date specified as the Optional Prepayment Date in the Schedule (the “Optional Prepayment Date”), on the Installment Payment Dates specified in such Schedule, upon not less than 30 days’ prior written notice, and upon payment in full of the Installment Payments then due under such Schedule. After payment of all amounts owed with respect to this Agreement, the County will own the Equipment free and clear of any interest of Lender therein, and Lender’s security interests in and to such Equipment will be terminated.

Section 4.02 Interest and Principal Components. A portion of each Installment Payment is paid as, and represents payment of, interest at the rate set forth in the Schedule, and the balance of each Installment Payment is paid as, and represents payment of, principal. The Installment Payment Schedule sets forth the principal and interest components of each Installment Payment payable under this Agreement during the Term.

Section 4.03 Appropriation. The County intends, subject to Section 4.04, to pay the Installment Payments hereunder throughout the Term. The County affirms that sufficient funds are available for the current fiscal year, and the County reasonably believes that an amount sufficient to make all Installment Payments during the entire Term can be obtained from legally available funds of County. The finance officer, manager or other appropriate official of the County (hereinafter the “Manager”) shall include in the initial proposal for each of County’s annual budgets the amount of all Installment Payments due under this Agreement and other payments coming due during the fiscal year to which such budget is applicable. Notwithstanding that the Manager includes an appropriation for Installment Payments and other payments in a proposed budget, the County may terminate all its obligations hereunder and under this Agreement by not appropriating sufficient funds to make the scheduled Installment Payments and other payments. In the event the County’s Board of Commissioners determines not to appropriate in its budget an amount sufficient to pay all Installment Payments and reasonably estimated other payments coming due in the applicable fiscal year, or amend its budget to delete such amount during a fiscal year, the Board of Commissioners of the County shall adopt a resolution specifically deleting such appropriation from the budget for that fiscal year. Such resolution shall state the reasons for such deletion, shall be adopted by a vote identifying those voting for and against and abstaining from the resolution, and shall be recorded in the minutes of the Board of Commissioners. A copy of such resolution shall be promptly sent to Lender. Such failure to appropriate shall constitute an Event of Default.

Section 4.04 Nonappropriation.

(a) The County is obligated only to pay such Installment Payments as may lawfully be made from funds budgeted and appropriated for that purpose during the County's then current fiscal year. If the amount equal to the Installment Payments which will be due during the next fiscal year has not been appropriated by the County in its budget, the Manager shall deliver to the Lender, within ten (10) days after the adoption of the County's budget for such fiscal year, but not later than fifteen (15) days after the start of such fiscal year, a certificate from the Manager of the County stating that the County did not make such appropriation, together with the resolution required under Section 4.03.

(b) No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as creating a delegation of governmental powers nor as a donation by or a lending of the credit of the County within the meaning of the Constitution of the State. This Agreement shall not directly or indirectly or contingently obligate the County to make any payments beyond the amount appropriated, if any, in the sole discretion of the County for any fiscal year in which this Agreement shall be in effect; provided, however, that any failure or refusal by the County to appropriate funds which results in the failure by the County to make any payment coming due hereunder will in no way obviate the occurrence of the Event of Default resulting from such nonpayment. No deficiency judgment may be rendered against the County in any action for breach of a contractual obligation under this Agreement and the taxing power of the County is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Agreement.

The County may at the end of any fiscal year terminate its future Installment Payment obligations under this Agreement if the County has not appropriated sufficient funds to make the next fiscal year's scheduled Installment Payments; however, during each fiscal year, the County shall exercise its best efforts to appropriate funds for Installment Payments due in the next fiscal year. No provision of this Agreement shall be construed to pledge or create a lien on any class or source of the County's moneys other than amounts in the Project Account or the Equipment. To the extent of any conflict between this Section and any other provision of this Agreement, this Section shall take priority.

(c) This Agreement constitutes an installment contract pursuant to Section 160A-20 and a security agreement under Article 9 of Chapter 25 (the "Uniform Commercial Code - Secured Transactions") of the General Statutes of North Carolina.

Section 4.05 Tax Covenants.

(a) The County agrees that it will not take any action that would cause the interest component of Installment 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 timely manner, any action, which omission would cause the interest component of Installment Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

(b) If required by Section 148(f) of the Code to pay rebate, the County will rebate to the United States, not less frequently than once every five (5) years after the applicable Commencement Date, an amount equal to at least 90% of the Rebate Amount and within 60 days after payment of all Installment Payments or the Prepayment Price as provided in Section 4.01 and Section 8.01 hereof, as applicable, 100% of the Rebate Amount, as required by the Code and any regulations promulgated thereunder. The County shall determine the Rebate Amount, if any, at least every year and upon payment of all Installment Payments or the Prepayment Price and shall maintain such determination, together with any supporting documentation required to calculate the Rebate Amount, until six (6) years after the date of the final payment of the Installment Payments or the Prepayment Price.

(c) The County represents that the Equipment will not be used in such a manner so as to cause this Agreement to constitute “private activity bonds” as defined in Section 141(a) of the Code and Sections 1.141-0 through 1.141-16 of the Regulations.

(d) This Agreement will not be federally guaranteed within the meaning of Section 149(b) of the Code, and the County shall not permit the federal government to guarantee any Installment Payments.

(e) The County shall provide a duly and properly completed Form 8038-G to Lender for filing with the IRS on or before the 15th day of the second month after the calendar quarter in which this Agreement is executed.

Section 4.06 Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate 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, and the County will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in this Agreement.

For purposes of this Section, “Event of Taxability” means the circumstance of the interest component of any Installment Payment paid or payable pursuant to the Agreement becoming includible for federal income tax purposes in an owner’s gross income as a consequence of any act or failure to act on the part of the County. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lender or the County 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 Installment Payment under such Agreement is includable in the gross income of the owner thereof due to the County’s action or failure to take any action; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Installment Payment under such Agreement is includable in the gross income of the owner thereof due to the County’s action or failure to take any action; or (c) receipt by Lender or the County 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 Lender and acceptable to the County, to the effect that the interest component of any Installment Payment under a Agreement has become includable in the gross income of the owner thereof for federal income tax purposes due to the County’s action or failure to take any action. 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 Installment Payment is deemed includable in the gross income of the owner thereof for federal income tax purposes.

ARTICLE V ACCEPTANCE OF EQUIPMENT

Section 5.01 Delivery, Installation and Acceptance of Equipment.

(a) The County shall order the Equipment, cause the Equipment to be delivered, and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in the Schedule has been delivered and installed, the County shall promptly accept such Equipment, and once all of the Equipment has been accepted, evidence such acceptance by executing and delivering to Lender an Acceptance Certificate in the form attached hereto as Exhibit D.

(b) The County shall deliver to Lender copies of original invoices and bills of sale, if available (if title to such Equipment has passed to the County) relating to each item of Equipment accepted by the County.

Section 5.02 Quiet Enjoyment of Equipment. So long as the County is not in default under this Agreement, neither Lender nor any entity claiming by, through or under Lender, shall interfere with the County's quiet use and enjoyment of the Equipment during the Term.

Section 5.03 Inspection. Lender shall have the right at all reasonable times during regular business hours to enter into and upon the property of the County for the purpose of inspecting the Equipment.

Section 5.04 Use and Maintenance of the Equipment. The County will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. The County shall obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment and provide copies thereof to Lender at Lender's request. In addition, the County 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 the County 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 Lender, adversely affect the interest (including the security interest) of Lender in and to the Equipment or its interest or rights under this Agreement.

The County agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in a condition comparable to that recommended by the manufacturer. Lender shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. In all cases, the County agrees to pay any costs necessary for the manufacturer to recertify the Equipment as eligible for manufacturer's maintenance upon the return of or foreclosure upon the Equipment to Lender as provided for herein.

The County 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 Lender.

ARTICLE VI SECURITY INTEREST IN EQUIPMENT

Section 6.01 Title to the Equipment. During the Term, and so long as the County is not in default under Article XI hereof, all right, title and interest in and to each item of the Equipment shall be vested in the County immediately upon its acceptance of each item of Equipment, subject to the terms and conditions of this Agreement. The County shall at all times protect and defend, at its own cost and expense, its title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes other than the security interest granted under this Agreement. Upon final payment of any Installment Payments or prepayment thereof pursuant to Section 4.01(b), Lender's security interest or other interest in the related Equipment shall terminate, and Lender shall execute and deliver to the County such documents as the County may request to evidence the termination of Lender's security interest in the Equipment.

Section 6.02 Security Interest. To secure the payment of all of the County's obligations under this Agreement, the County grants to Lender a security interest constituting a first lien on (a) the Equipment and in any and all additions, accessions, repairs, replacements, substitutions, and modifications to such Equipment, (b) moneys and investments held from time to time in the Project Account and (c) any and all proceeds of any of the foregoing, including any insurance proceeds paid because of loss or damage to the Equipment to the extent necessary to secure the County's payment obligations to Lender under this Agreement. Lender may file, at the County's expense, financing statements and other related documents that are necessary under Article 9 of Chapter 25 (the "Uniform Commercial Code - Secured Transactions") of the General Statutes of North Carolina to perfect Lender's first lien security interest by filing and to maintain that first lien security interest in perfected form. Lender is authorized to (i) file financing statements as specified by the Uniform Commercial Code to perfect or maintain Lender's security interest granted hereby and (ii) add, modify or delete any items shown on the financing statement to reflect the actual Equipment purchased by the County. The County agrees to execute and authorizes Lender to file such other notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lender, which Lender deems necessary or appropriate to establish and maintain Lender's security interest in the Equipment and the proceeds thereof. Upon termination of this Agreement and payment and performance in full of all of the County's obligations to Lender thereunder, Lender's security interest or other interest in the Equipment purchased pursuant to this Agreement shall terminate, and Lender shall execute and deliver to the County such documents as the County may request to evidence the termination of Lender's security interest in the Equipment.

Section 6.03 Personal Property. The Equipment is 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. Upon the request of Lender,

the County will, at the County's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any real estate or building on or in which the Equipment is or will be located.

ARTICLE VII COVENANTS OF THE COUNTY

Section 7.01 Liens, Taxes, Other Governmental Charges and Utility Charges. The County shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of the County and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, the County shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. The County shall pay all utility and other charges incurred in the use and maintenance of the Equipment. The County shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, the County shall be obligated to pay only such installments as accrue during each Term.

Section 7.02 Insurance. The County shall, during the Term, maintain or cause to be maintained (a) casualty insurance naming Lender 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 Lender, in an amount at least equal to the greater of (i) the then applicable Prepayment Price or (ii) the replacement cost of the Equipment; (b) liability insurance naming Lender and its assigns as additional insured that protects Lender from liability with limits of at least \$10,000,000 for bodily injury and property damage coverage, or such other minimum coverage amount as may be agreed upon between Lender and the County, in all events under clauses (a) and (b) issued in form and amount satisfactory to Lender 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, the County 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 Lender's prior written consent (which Lender may grant, withhold or deny in its sole discretion) and provided that the County has delivered to Lender such information as Lender 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 Lender. In the event the County is permitted, at Lender's sole discretion, to self-insure as provided in this Section, the County shall provide to Lender a self-insurance letter in substantially the form attached hereto as Exhibit G or as otherwise accepted and approved by Lender. The County shall furnish to Lender evidence of such insurance or self-insurance coverage throughout the Term. The County shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lender without first giving written notice thereof to Lender at least 30 days in advance of such cancellation or modification.

Section 7.03 Risk of Loss. Whether or not covered by insurance or self-insurance, the County 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 from any cause whatsoever, and no such loss of or damage to or liability arising from the Equipment shall relieve the County of the obligation to make the Installment Payments or to perform any other obligation under this Agreement. Whether or not covered by insurance or self-insurance, the County hereby agrees to reimburse Lender (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 Lender, 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 of this Agreement or any of the transactions contemplated hereby, (b) the ordering, acquisition, ownership use, operation, condition, purchase, delivery, acceptance, rejection, storage or return of any item of the Equipment, (c) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury or death to any person, and/or (d) the breach of any covenant of the County in connection with this Agreement or any material misrepresentation provided by the County in connection with this Agreement. The provisions of this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of this Agreement for any reason.

Section 7.04 Advances. In the event the County shall fail to keep the Equipment in good repair and working order, or shall fail to maintain any insurance required by Section 7.02 hereof, Lender 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. The County covenants and agrees to pay such amounts so advanced by Lender with interest thereon from the due date until paid at a rate equal to the Contract Rate plus 5% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII DAMAGE, DESTRUCTION AND CONDEMNATION

Section 8.01 Damage, Destruction and Condemnation. If, prior to the end of the Term, (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, the County and Lender 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. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to the County. Notwithstanding the foregoing, in the event of such damage or destruction, the County shall have the option to prepay its obligations under this Agreement by prepaying all of the Prepayment Price then due under this Agreement on the day specified in the County's notice to Lender of its exercise of the prepayment option (which shall be the earlier of the next Installment Payment Date or 60 days after the event resulting in such damage, destruction or condemnation) (the "Purchase Option").

If the County elects to replace any item of the Equipment (the “Replaced Equipment”) pursuant to this Section, the replacement equipment (the “Replacement Equipment”) shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. The County hereby grants Lender a first priority security interest in any such Replacement Equipment. The County shall represent, warrant and covenant to Lender 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 Lender, and shall provide to Lender any and all documents as Lender may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lender evidencing Lender’s security interest in the Replacement Equipment. Lender and the County hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute “Equipment” for purposes of this Agreement. The County shall complete the documentation of Replacement Equipment on or before the next Installment Payment date after the occurrence of a casualty event, or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, 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, the County 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 Lender the amount of the then applicable Prepayment Price, and, upon such payment, the applicable Term shall terminate and Lender’s security interest in the Equipment shall terminate as provided in Section 6.01 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by the County. If the County shall make any payments pursuant to this Section, the County shall not be entitled to any reimbursement therefor from Lender nor shall the County be entitled to any diminution of the amounts payable under Article IV.

ARTICLE IX WARRANTIES

Section 9.01 Disclaimer of Warranties. LENDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT OR ANY COMPONENT PART THEREOF TO THE COUNTY OR IN REGARD TO ANY OTHER CIRCUMSTANCE WHATSOEVER WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO: THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE; THE VALUE, DESIGN OR CONDITION THEREOF; THE SAFETY, WORKMANSHIP OR QUALITY THEREOF; COMPLIANCE THEREOF WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; ANY LATENT DEFECT; THE TITLE TO OR

INTEREST OF THE LENDER THEREIN; THE ABILITY THEREOF TO PERFORM ANY FUNCTION; THAT THE PROCEEDS OF THIS AGREEMENT WILL BE SUFFICIENT (TOGETHER WITH ANY OTHER AVAILABLE FUNDS OF THE COUNTY) TO PAY THE COST OF ACQUIRING OR INSTALLING THE EQUIPMENT; OR ANY OTHER CHARACTERISTICS OF THE EQUIPMENT, IT BEING AGREED THAT ALL RISKS RELATING TO THE EQUIPMENT, THE INSTALLATION AND OPERATION THEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY ARE TO BE BORNE BY THE COUNTY, AND THE BENEFITS OF ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS OF LENDER ARE HEREBY WAIVED BY THE COUNTY. In no event shall Lender be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Equipment or the existence, furnishing, functioning or the County's use of any item, product or service provided for in this Agreement.

Section 9.02 Vendor's Warranties. Lender hereby irrevocably appoints the County its agent and attorney-in-fact during the Term, so long as the County shall not be in default under this Agreement, to assert from time to time whatever claims and rights (including without limitation warranties, if any) relating to the Equipment that Lender may have against Vendor. The County's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Equipment, and not against Lender. Any such matter shall not have any effect whatsoever on the rights and obligations of Lender with respect to this Agreement, including the right to receive full and timely payments under this Agreement. The County expressly acknowledges that Lender makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties relating to the Equipment.

ARTICLE X ASSIGNMENTS

Section 10.01 Assignment by Lender.

(a) Lender may, at any time and from time to time, assign all or any part of its interest in the Equipment or this Agreement, including, without limitation, Lender's rights to receive Installment Payments payable to Lender hereunder, in accordance with this Section 10.01. Any assignment made by Lender or any subsequent assignee shall not purport to convey any greater interest or rights than those held by Lender pursuant to this Agreement. Lender or its assignees may assign or reassign all or any part of this Agreement, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Agreement, or making this Agreement part of a pool of obligations, so long as such assignment or reassignment is to (a) a bank, insurance company or similar institution; or (b) a trustee for the purpose of issuing certificates of participation or other forms of certificates evidencing an undivided interest in this Agreement. Notwithstanding the foregoing, unless to an affiliate controlling, controlled by or under common control with Lender, no assignment or reassignment of Lender's interest in this Agreement shall be effective unless and until the County shall receive notice of such assignment or reassignment disclosing the name and address of each such assignee.

(b) The County further agrees that Lender's interest in this Agreement may be assigned in whole or in part (subject to the limitations on assignment contained in Section 10.01(a)) upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent

for any holders of certificates of participation in this Agreement, provided the County receives notice of such assignment and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

(c) The County agrees to execute any document reasonably required in connection with any assignment. If Lender notifies the County of its intent to assign this Agreement, the County agrees that it shall execute and deliver to Lender a Notice and Acknowledgement of Assignment substantially in the form of Exhibit F attached to this Agreement within five (5) Business Days after its receipt of such request. Any assignor must provide notice of any assignment to the County, and the County shall keep a complete and accurate record of all assignments as required by the Code. After the giving of any such notice, the County shall thereafter make all payments in accordance with such notice to the assignee named therein and shall, if so requested, acknowledge such assignment in writing, but such acknowledgment shall in no way be deemed necessary to make the assignment effective.

(d) Lender represents and warrants that it is familiar with federal and North Carolina legislation, rules and regulations as to limitations upon the public distribution of securities that have not been registered under the Securities Act of 1933, as amended, and that it is entering into this Agreement for its own account and has no present intention of making any sale or other distribution of this Agreement in violation of such legislation, rules or regulations. Lender represents that it is familiar with the operations and financial condition of the County, based upon information furnished to Lender by the County, and has made such inquiries as it deems appropriate in connection with this Agreement.

(e) Lender covenants that it will not provide any disclosure document containing information about the County in connection with any sale or assignment of Lender's rights in this Agreement without the County's express approval of such disclosure document.

Section 10.02 Assignment and Leasing by the County. None of the County's right, title, and interest in, to and under this Agreement or any portion of the Equipment may be assigned, leased or encumbered by the County for any reason without the prior written consent of Lender.

ARTICLE XI EVENTS OF DEFAULT

Section 11.01 Events of Default Defined. Any of the following events shall constitute an "Event of Default" under this Agreement:

(a) Failure by the County to pay any Installment Payment or other payment required to be paid under this Agreement within 10 days of the date when due as specified herein;

(b) Failure by the County to maintain the insurance required under this Agreement (including the insurance required by Section 7.02);

(c) Failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is

given to the County by Lender, unless Lender 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, Lender will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the County within the applicable period and diligently pursued until the default is corrected;

(d) Any statement, representation or warranty made by the County in or pursuant to this Agreement 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;

(e) A default occurs under any other agreement of the County for borrowing money, including general obligation indebtedness and installment financing agreements, which results from the County's failure to make payment of principal and interest with respect to such obligations when due;

(f) The County shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of the County, or of all or a substantial part of the assets of the County, (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 the County in any bankruptcy, reorganization or insolvency proceeding;

(g) The occurrence of an Event of Non-appropriation; or

(h) 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 or the County or of all or a substantial part of the assets of the County, 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 30 consecutive days.

Section 11.02 Remedies on Default. Whenever any Event of Default exists, Lender 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:

(a) By written notice to the County, Lender may declare all Installment Payments payable by the County pursuant to this Agreement and other amounts payable by the County hereunder to the end of the Term to be due;

(b) To the extent permitted by applicable law, Lender may enter the premises where the Equipment listed in this Agreement is located and take possession of such Equipment and sell or lease such Equipment for the account of the County. The exercise of any such remedies respecting any such Event of Default shall not relieve the County of any other liabilities hereunder or the Equipment listed therein; and

(c) Proceed by appropriate court action to enforce performance by the County of the applicable covenants of this Agreement or to recover for the breach thereof; provided, however,

that nothing herein shall be deemed to allow any judgment for a deficiency or waive any provision of N.C.G.S. § 160A-20 or any defense the County may otherwise have;

(d) Exercise all the rights and remedies of a secured party or creditor under the Uniform Commercial Code of the State and the general laws of the State with respect to the enforcement of the security interest granted or reserved hereunder, including, without limitation, to the extent permitted by law, take possession of any collateral without any court order or other process of law and without liability for entering the premises and sell, lease, sublease or make other disposition of the same in a commercially reasonable manner for the account of the County, and apply the proceeds of any such sale, lease, sublease or other disposition, after deducting all costs and expenses, including court costs and attorneys' fees, incurred with the recovery, repair, storage and other sale, lease, sublease or other disposition costs, toward the balance due under this Agreement, and, thereafter, shall pay any remaining proceeds to the County;

(e) To the extent permitted by applicable law, require the County to deliver the Equipment, at the County's sole expense, to any location within the State designated by Lender, and take possession of any proceeds of the Equipment, including Net Proceeds; or

(f) Lender may take whatever action at law or in equity that is necessary or desirable to enforce its rights under this Agreement or as a secured party in any or all of the Equipment subject to this Agreement.

(g) NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN, IT IS THE INTENT OF THE PARTIES HERETO TO COMPLY WITH SECTION 160A-20 OF THE GENERAL STATUTES OF NORTH CAROLINA, AS AMENDED. NO DEFICIENCY JUDGMENT MAY BE ENTERED AGAINST THE COUNTY IN FAVOR OF LENDER OR ANY OTHER PERSON IN VIOLATION OF SECTION 160A-20, INCLUDING, WITHOUT LIMITATION, ANY DEFICIENCY JUDGMENT FOR AMOUNTS THAT MAY BE OWED HEREUNDER WHEN THE SALE OF ALL OR ANY PORTION OF THE EQUIPMENT IS INSUFFICIENT TO PRODUCE ENOUGH MONEYS TO PAY IN FULL ALL REMAINING OBLIGATIONS HEREUNDER.

Section 11.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lender is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy 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 Lender to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

ARTICLE XII MISCELLANEOUS

Section 12.01 Notices. Except as otherwise in this Agreement, all notices, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given

when delivered or mailed by registered or certified mail, postage prepaid, return receipt requested, or delivered by overnight courier, addressed as follows:

If to the County:

County of Guilford, North Carolina
201 South Greene Street
Greensboro, North Carolina 27401
Attention: Chief Financial Officer

If to the Lender:

Banc of America Public Capital Corp
11333 McCormick Road,
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration

The County and Lender may, by written notice to the other, designate any further or different addresses to which subsequent notices, requests, demands, and other communications shall be sent.

Section 12.02 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 the County.

Section 12.03 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lender and the County and their respective successors and assigns.

Section 12.04 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 12.05 Amendments, Changes and Modifications. This Agreement (including the Schedule) may only be amended in writing by Lender and the County.

Section 12.06 Execution in Counterparts. This Agreement 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.

Section 12.07 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

Section 12.08 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 12.09 Time. Time is of the essence of this Agreement and each and all of its provisions.

Section 12.10 If Payment or Performance Date Not a Business Day. If the date for making payment, or the last date for performance of any act or the exercising of any right, as provided in this Agreement, is not a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in this Agreement, and no interest shall accrue for the period after such nominal date.

Section 12.11 Covenants of County Not Covenants of Officials Individually. No covenant, stipulation, obligation or agreement contained in this Agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, agent or employee of the Board of Commissioners or the County in his individual capacity, and neither the members of the Board of Commissioners nor any other officer of the Board of Commissioners or the County shall be subject to any personal liability or accountability by reason of the execution and delivery of this Agreement. No member of the Board of Commissioners or any agent or employee of the County shall incur any personal liability in acting or proceeding or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement.

Section 12.01 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12.01 Term Sheet. The terms of this Agreement shall supersede the terms of the term sheet from the Lender to the County dated April 29, 2025, including any amendments thereto. To the extent of any conflict between this Agreement and such term sheet, this Agreement will take priority.

Section 12.02 E-Verify. Lender hereby certifies that Lender understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. The Lender uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. The Lender will require that any subcontractor that it uses in connection with the transactions contemplated by this Agreement certify to such subcontractor’s compliance with E-Verify.

Section 12.03 Companies that Boycott Israel Act Certification. The Lender hereby certifies that it is not on any list created and maintained by the North Carolina Department of State Treasurer pursuant to the Divestment from Companies that Boycott Israel Act, Article 6G, as amended, of Chapter 147 of the General Statutes of North Carolina.

Section 12.04 Electronic Signatures. The parties agree that the electronic signature of a party to this Contract shall be as valid as an original signature of such party and shall be effective to bind such party to this Contract. The parties agree that any electronically signed document (including this Contract) shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed

and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such paper copies or “printouts”, if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule. For purposes hereof, “electronic signature” means a manually signed original signature that is then transmitted by electronic means; “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a “pdf” (portable document format) or other replicating image attached to an e mail message; and, “electronically signed document” means a document transmitted by electronic means and containing, or to which there is affixed, an electronic signature.

Section 12.05 Payment Set Aside. To the extent that the Lender receives any payment from or on behalf of the County which payment or any part thereof is subsequently invalidated, declared to constitute a fraudulent conveyance or preferential transfer, set aside, or required to be repaid (including pursuant to any settlement entered into by the Lender in its discretion) to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause (collectively, “Set Aside”); then, to the extent of any such Set Aside, the obligations or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment had not been received by the Lender.

Section 12.06 Patriot Act. The Lender hereby notifies the County that pursuant to the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Title III of Pub. L. 107 56 (signed into law October 26, 2001) (the “Patriot Act”) it is required to obtain, verify and record information that identifies the County, which information includes the name and address of the County and other information that will allow the Lender to identify the County in accordance with the Patriot Act. The County hereby agrees that it shall promptly provide such information upon request by the Lender.

Section 12.07 No Advisory or Fiduciary Relationship. In connection with all aspects of each transaction contemplated by this Agreement (including in connection with any amendment, waiver or other modification hereof or of any other related document), the County acknowledges and agrees that: (a) (i) the transactions regarding this Agreement provided by the Lender and any affiliate thereof are arm’s-length commercial transactions between the County, on the one hand, and the Lender and its affiliates, on the other hand, (ii) the County has consulted its own legal, accounting, regulatory and tax advisors to the extent it has deemed appropriate, and (iii) the County is capable of evaluating, and understands and accepts, the terms, risks and conditions of the transactions contemplated by this Agreement thereunder and by the other related documents; (b) (i) the Lender 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 the County, or any other person and (ii) neither the Lender nor any of its affiliates has any obligation to the County with respect to the transactions contemplated by this Agreement thereunder except those obligations expressly set forth herein and in the other related documents; and (c) the Lender and its affiliates may be engaged in a broad range of

transactions that involve interests that differ from those of the County, and neither the Lender nor any of its affiliates has any obligation to disclose any of such interests to the County. To the fullest extent permitted by law, the County, hereby waives and releases any claims that it may have against the Lender 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Lender and the County have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

COUNTY OF GUILFORD, NORTH CAROLINA

[SEAL]

By: _____
Chair of the Board of Commissioners

ATTEST:

Clerk to the Board of Commissioners

[Signature Page to the 2025 Equipment Installment Financing Agreement
between Banc of America Public Capital Corp and the County of Guilford, North Carolina]

**BANC OF AMERICA PUBLIC CAPITAL
CORP, as Lender**

By: _____
Name: _____
Title: _____

List of Exhibits:

Exhibit A	--	Schedule of Property
Exhibit A-1	--	Installment Payment Schedule
Exhibit B	--	Incumbency Certificate
Exhibit C	--	Form of Opinion of Counsel to the County
Exhibit D	--	Acceptance Certificate
Exhibit E	--	Form of Disbursement Request
Exhibit F	--	Notice and Acknowledgement of Assignment
Exhibit G	--	Self-Insurance Certificate

EXHIBIT A

SCHEDULE OF PROPERTY

Re: Equipment Installment Financing Agreement, dated as of June 12, 2025, between Banc of America Public Capital Corp, as Lender, and the County of Guilford, North Carolina

1. Defined Terms. All terms used herein have the meanings ascribed to them in the above-referenced Equipment Installment Financing Agreement (the “Agreement”).

2. Equipment. The following items of Equipment are hereby included under this Schedule to the Agreement.

Department	Description	Estimated Quantity
Law Enforcement Vehicles	Vehicle Purchase	37
Law Enforcement Upfits	Vehicle Upfits	26
Fleet Vehicles	Vehicle Purchase	27
Fleet Upfits	Vehicle Upfits	2

3. Payment Schedule.

(a) Installment Payment Schedule. The Amount Advanced is \$2,746,000. The Installment Payments shall be in such amounts and payable on such dates as set forth in the Installment Payment Schedule attached to this Schedule. The County’s obligation to make Installment Payments shall commence on the date on which the Amount Advanced is deposited pursuant to Section 3.01 of the Agreement, which is June 12, 2025.

(b) Prepayment Price. The Prepayment Price on each Installment Payment Date shall be, as of such Installment Payment Date, an amount equal to 100% of the outstanding principal, components of Installment Payments to be prepaid, plus accrued and unpaid interest outstanding thereon upon the date of such prepayment.

4. Representations, Warranties and Covenants. The County hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Installment Payments on this Schedule.

5. The Purchase Agreement. The terms and provisions of the Agreement are hereby incorporated into this Schedule by reference and made a part hereof.

6. Agreement Proceeds. The Amount Advanced which Lender shall pay to the County is \$2,746,000. It is expected that by six(6) from the date of the Agreement, the County will have taken possession of all items of Equipment shown above and that a County’s Acceptance Certificate, or Acceptance Certificates, will be signed by the County and delivered to Lender on or before six(6) from the date of the Agreement.

7. Acquisition Period. The Acquisition Period shall end at the conclusion of the sixth (6th) month following the date hereof.

8. Term. The Term shall extend from June 12, 2025 to June 1, 2029.

9. Optional Prepayment Date. For purposes of Section 4.01(b) of the Agreement, the Optional Prepayment Date is June 1, 2027.

10. Contract Rate. The Contract Rate for this Schedule is 3.4009%.

11. Registration. Any Equipment that is a motor vehicle is to be registered and titled under the County of Guilford, North Carolina. The County shall not be required to name the Lender as a lienholder to title. The County shall be responsible for the correct titling of all Equipment purchased hereunder.

Dated: June 12, 2025

LENDER:

Banc of America Public Capital Corp
11333 McCormick Road,
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attention: Contract Administration
Fax No.: (415) 765-7373

THE COUNTY:

County of Guilford, North Carolina
201 South Greene Street
Greensboro, NC 27401
Attention: Chief Financial Officer

By: _____
Name: _____
Title: _____

By: _____
Melvin Alston, Chair of the Board
of Commissioners

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Agreement and this Schedule constitute chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A-1

INSTALLMENT PAYMENT SCHEDULE

Re: Equipment Installment Financing Agreement, dated as of June 12, 2025, between Banc of America Public Capital Corp, as Lender, and the County of Guilford, North Carolina

The County: County of Guilford, North Carolina

Term: from June 12, 2025 to June 1, 2029

Amount Advanced: \$2,746,000

Contract Rate: 3.4009%

<u>Installment Payment Date</u>	<u>Installment Payment Amount</u>	<u>Interest Component</u>	<u>Principal Component</u>
June 1, 2026	\$744,535.17	\$90,535.17	\$654,000.00
June 1, 2027	745,146.83	71,146.83	674,000.00
June 1, 2028	745,224.76	48,224.76	697,000.00
June 1, 2029	745,520.49	24,520.49	721,000.00

The outstanding principal amount of the Installment Payments is subject to prepayment, on or after the Optional Prepayment Date pursuant to Section 4.01(b) of the Agreement at a prepayment price (the “Prepayment Price”) equal to 100% of the outstanding principal components of Installment Payments to be prepaid, plus accrued interest thereon to the date of such prepayment.

For purposes of this Agreement, “Taxable Rate,” with respect to the interest component of Installment Payments, means an annual rate of interest equal to 4.3406%.

THE COUNTY:

COUNTY OF GUILFORD, NORTH CAROLINA

By: _____
Melvin Alston, Chair of the Board of Commissioners

EXHIBIT B

INCUMBENCY CERTIFICATE

The undersigned, the duly appointed Clerk to the Board of Commissioners of the County of Guilford, North Carolina (the “County”) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of the County (the “Officials”) in the capacity set forth opposite their respective names below and that the facsimile signatures set forth opposite their names are their true signatures;

B. The Officials are duly authorized, on behalf of the County, to negotiate, execute and deliver the Equipment Installment Financing Agreement dated as of June 12, 2025, and the Schedule attached thereto (the “Agreement”) by and between the County and Banc of America Public Capital Corp, and the Agreement is a binding and authorized Agreement of the County, enforceable in all respects in accordance with its terms.

<u>Name of Official</u>	<u>Title</u>	<u>Signature</u>
Melvin “Skip” Alston	Chair of the Board of Commissioners	_____
Michael Halford	County Manager	_____
Donald Warn	Chief Financial Officer	_____

Dated: June 12, 2025

By: _____

Robin Keller
Clerk to the Board of Commissioners

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

EXHIBIT C

OPINION OF COUNSEL TO COUNTY

June 12, 2025

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Equipment Installment Financing Agreement, dated as of June 12, 2025, between Banc of America Public Capital Corp, as Lender, and the County of Guilford, North Carolina

Ladies and Gentlemen:

As counsel to the County of Guilford, North Carolina (the “County”), I have examined (a) an executed counterpart of the Equipment Installment Financing Agreement, dated as of June 12, 2025, and Exhibits thereto by and between Banc of America Public Capital Corp (“Lender”) and the County (the “Agreement”), which, among other things, provides for the financing of certain property listed in the Schedule (the “Equipment”), (b) an executed counterpart of the ordinances or resolutions of the County which, among other things, authorize the County to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Agreement and the Schedule, together with the Installment Payment Schedule attached to the Schedule, are herein referred to collectively as the “Agreement”.

As to questions of fact material to my opinion, I have relied upon the representations of the County in the Agreement and in the certified proceedings and other certifications of public officials furnished to me without undertaking to verify the same by independent investigation. The Agreement is being entered into by the County pursuant to the provisions of Section 160A-20 of the General Statutes of North Carolina, as amended (the “Act”), to enable the County to purchase certain Equipment as defined in the Agreement.

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

1. The County is body corporate and politic duly organized and existing under the laws of the State.
2. The County has the requisite power and authority to acquire and finance the Equipment and to execute and deliver the Agreement and to perform its obligations under the Agreement.
3. The Agreement has been duly authorized, approved, executed and delivered by and on behalf of the County and the Agreement is a valid and binding obligation of the County enforceable in accordance with its respective terms.

4. The authorization, approval, execution and delivery of the Agreement and all other proceedings of the County relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, 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 Agreement or the security interest of Lender or its assigns, as the case may be, in the Equipment or other collateral thereunder.

The opinion expressed above is subject to the following qualifications and limitations

The enforceability of the Agreement will be subject to bankruptcy, insolvency, and other laws affecting creditors' rights generally. To the extent that remedies under the Agreement require enforcement by a court of equity, the enforceability thereof may be limited by such principles of equity as the court having jurisdiction may impose.

(a) Pursuant to the Act, no deficiency judgment may be rendered against the County in the event of a breach by the County of its obligations under the Agreement, including its obligation to make the installment payments under the Agreement, and the taxing power of the County is not pledged, and may not be pledged, to pay any obligation of the County under the Agreement.

(b) Under North Carolina law, the recovery of attorneys' fees is limited by and subject to the procedures and limitations set forth in Section 6-21.2 of the General Statutes of North Carolina, as amended.

(c) I express no opinion as to the enforceability of any indemnity provision in the Agreement.

(d) I have assumed for purposes of my opinion contained herein that Lender will exercise its rights under the Agreement in good faith and in a commercially reasonable manner.

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

Andrea Leslie-Fite, County Attorney
for the County of Guilford, North Carolina

EXHIBITD

ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Equipment Installment Financing Agreement, dated as of June 12, 2025, between Banc of America Public Capital Corp, as Lender, and the County of Guilford, North Carolina

Ladies and Gentlemen:

In accordance with the Equipment Installment Financing Agreement (the “Agreement”), the undersigned County hereby certifies and represents to, and agrees with Lender as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the Schedule of Property (the “Schedule”) has been delivered, installed and accepted on the date hereof.

2. The County has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. The County is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: _____

COUNTY OF GUILFORD, NORTH CAROLINA

By: _____
Name: _____
Title: _____

(Seal)

EXHIBIT E

FORM OF DISBURSEMENT REQUEST

Re: Equipment Installment Financing Agreement dated June 12, 2025, by and between Banc of America Public Capital Corp, as Lender and the County of Guilford, North Carolina (the “Agreement”).

In accordance with the terms of Section 3.02 of the Agreement between Banc of America Public Capital Corp (“Lender”) and the County of Guilford, North Carolina (the “County”) the undersigned hereby requests the Lender to approve payment to the following persons of the following amounts from the Project Account for the following purposes.

Payee’s Name and Address	Invoice Number	Dollar Amount	Purpose

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by the County, and the same is a proper charge against the Project Account for Equipment Costs. Attached hereto is a copy of the original invoice documentation with respect to such obligation.

(ii) Each item of the Equipment subject to this Disbursement Request has been delivered, installed and accepted by the County.

(iii) The undersigned, as an authorized representative of the County, has no notice of any vendor’s, materialmen’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 the County is, as of the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to the County).

(v) The Equipment subject to this Disbursement Request is insured in accordance with the Agreement.

(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 Agreement has occurred and is continuing at the date hereof.

(vii) The disbursement is occurring prior to the end of the Acquisition Period.

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

(ix) No Material Adverse Change in the County's financial condition has occurred since the date of the Agreement.

Dated: _____

COUNTY OF GUILFORD, NORTH CAROLINA

By: _____
Authorized Representative

Disbursement of funds from the Project
Fund in accordance with the foregoing
Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lender under the Agreement

By: _____
Authorized Agent

EXHIBIT F

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 Installment Financing Agreement and related Schedule (“Agreement”) dated as of June 12, 2025 between Assignor and the County of Guilford, North Carolina (the “County”).

For purposes of this Notice and Acknowledgment of Assignment (the “Acknowledgment”), “Agreement” means collectively the Agreement identified above, together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. Each capitalized term used but not defined herein has the meaning set forth in the Agreement described above.

1. [Pursuant to the authority of Resolution _____ adopted on _____,] the County hereby [consents to and] acknowledges the effect of the assignment of the Agreement and absolutely and unconditionally agrees to deliver to Assignee all installment payments and other amounts coming due under the Agreement in accordance with the terms thereof on and after the date of this Acknowledgment.

2. The County hereby agrees that: (i) Assignee shall have all the rights of Lender under the Agreement 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 Agreement, to declare a default and to exercise all remedies thereunder; and (ii) except as provided in Section 3.04 of the Agreement, the obligations of the County to make installment payments and to perform and observe the other covenants and agreements contained in the Agreement shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

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

Number of Installment Payments Remaining	—	_____
Amount of Each Installment Payment	—	\$ _____
Total Amount of Installment Payments Remaining	—	\$ _____
Frequency of Installment Payments	—	_____
Next Installment Payment Due	—	_____

4. The Agreement remains in full force and effect, has not been amended and no nonappropriation or 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.

5. Any inquiries of the County related to the Agreement and any requests for disbursements, if applicable, and all installment payments and other amounts coming due pursuant to the Agreement on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to the County in writing from time to time by Assignee):

ACKNOWLEDGED AND AGREED:

COUNTY: COUNTY OF GUILFORD, NORTH CAROLINA

By: _____
Name: _____
Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____
Name: _____
Title: _____

EXHIBIT G

FORM OF SELF-INSURANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Equipment Installment Financing Agreement

In connection with the above-referenced Agreement (the "Agreement"), the County of Guilford, North Carolina (the "County") 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 Agreement incorporated in the Schedule by reference.

1. The County is self-insured for damage or destruction to the Equipment listed in the Schedule of Property to the Agreement (herein, the "Equipment"). The dollar amount limit for property damage to the Equipment under such self-insurance program is \$_____. [The County maintains an umbrella insurance policy for claims in excess of the County'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 County 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 County's self-insurance program is \$_____. [The County maintains an umbrella insurance policy for claims in excess of County'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 County 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 County's self-insurance liabilities is \$_____. [Amounts paid from the County's self-insurance fund are subject to a dollar per claim of \$_____.]

[3]. The County does not maintain a self-insurance fund. The County 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 the County.

COUNTY OF GUILFORD, NORTH CAROLINA

By: _____
Name: _____
Title: _____