

## **EQUIPMENT LEASE-PURCHASE AGREEMENT**

**THIS EQUIPMENT LEASE-PURCHASE AGREEMENT** (the “Agreement”), is dated as of March 29, 2021, by and between Sterling National Bank, a national banking association organized and existing under the laws of the United States of America, as Lessor (“Lessor”), and CITY OF SANTA FE, NEW MEXICO, a charter municipality with home-rule powers duly organized and existing under the laws of the State of New Mexico, as Lessee (the “City” or the “Lessee”), wherein the parties hereby agree as follows:

**Section 1. Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

“Act” means the general laws of the State, including the home-rule charter of the City, Sections 3-1-2 and 3-31-1 through 3-31-12 NMSA 1978, as amended, and enactments of the Governing Body relating to this Agreement, including the Ordinance.

“Agreement” means this Equipment Lease-Purchase Agreement and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

“Closing Date” the date of execution, delivery and funding of this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended.

“Conservation Measures” mean, collectively or individually, as the context may require, the energy savings equipment and improvements of which the Energy Savings Project is comprised.

“Costs of Issuance” means all costs relating to the execution and delivery of this Agreement and the Energy Savings Agreements, including, without limitation, costs of advertising and publication, costs of fees and expenses of the financial advisor, bond counsel, the Paying Agent, and other reasonable and necessary fees and costs, including applicable gross receipts taxes, related to the execution and delivery of the Lease-Purchase Agreement and the Energy Savings Agreements.

“Dalkia Agreement” means the Global Management Performance Contract by and between the City and Dalkia Energy Solutions, LLC, a Massachusetts limited liability company for implementation of the Dalkia Project Component, which is collaterally assigned to the Lessor pursuant to this Agreement.

“Dalkia Project Component” means means the Project Component comprised of the installation, implementation and maintenance of street light LED upgrades to street light improvements owned and operated by the Lessee.

“Energy Savings Agreements” means, collectively, the Yearout Agreement and the Dalkia Agreement.

“Energy Savings Project” means, collectively, the Yearout Project Component and the Dalkia Project Component.

“Equipment” means the Conservation Measures described on the Equipment Schedule attached hereto as Exhibits A-1 and A-2, and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.

“Event of Default” means an Event of Default described in Section 35 hereof.

“Lease Term” means the period commencing on the Closing Date and ending on the occurrence of the earliest event specified in Section 6 hereof.

“Lessee” means the entity described as such in the first paragraph of this Agreement, and its permitted successors and its assigns.

“Lessor” means the entity described as such in the first paragraph of this Agreement, its successors and its assigns.

“Net Proceeds” means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including reasonable attorneys’ fees) incurred in the collection of such claim or award.

“Ordinance” means Ordinance No. \_\_\_\_\_ adopted by the Governing Body of the City on February \_\_\_, 2021, as supplemented by the Pricing Certificate.

“Payment Schedule” means the schedule of Rental Payments and Purchase Price set forth in Exhibit B to this Agreement.

“Pledged Energy Cost Savings Revenues” or “Pledged Revenues” means amounts generated by utility cost savings pursuant to the Energy Savings Agreements, which constitute net revenues of the Energy Savings Project.

“Pricing Certificate” means the certificate executed and delivered by the any of the Mayor, City Manager or Finance Director of the Lessee subsequent to the date of adoption of the Ordinance, which shall specify the exact principal amount and other final terms of this Agreement.

“Purchase Price” means the amount set forth in the Payment Schedule that Lessee may, at its option, pay to Lessor to purchase the Equipment.

“Rental Payment Dates” means the dates set forth in the Payment Schedule on which Rental Payments are due.

“Rental Payment Fund” means the special fund established by Lessee in the Ordinance for the deposit of Pledged Energy Cost Savings Revenues and such other authorized revenues as are permitted by the Act and pledged in the Ordinance for Rental Payments, subject to Sections 6 through 8 and Section 10 hereof.

“Rental Payments” means the basic rental payments payable by Lessee pursuant to Section 9 from the Rental Payment Fund.

“State” means the State of New Mexico

“Vendors” means Dalkia Energy Solutions, LLC and Yearout Energy Services Company, LLC, as the counterparties to the Energy Savings Agreements from whom Lessor purchased or is purchasing the Equipment, as listed in Exhibit A-1 and A-2.

“Yearout Agreement” means the Energy Savings Performance Contract with Yearout Energy Services Company, LLC for implementation of the Yearout Project Component.

“Yearout Project Component” means the installation, implementation, monitoring and maintenance of energy savings measures and water conservation measures throughout Lessee-owned facilities.

**Section 2. Representations and Covenants of Lessee.** Lessee represents, warrants and covenants, for the benefit of Lessor as follows:

(a) Lessee is a charter municipality with home-rule powers duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a charter municipality. So long as the Agreement continues in effect, Lessee shall use its best efforts to comply with its enabling legislation and other laws to which it is subject. Lessee has a substantially each of the following sovereign powers: (i) the power to tax, (ii) the power of eminent domain, and (c) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at meetings duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally.

(e) 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 Closing Date.

(f) Lessee has, in accordance with the requirements of law, pledged to and granted to Lessor a security interest in the Pledged Energy Cost Savings Revenues for the payment of amounts due under this Agreement, subject to the uses thereof permitted by and the priorities set forth in the Ordinance. The Agreement constitutes an irrevocable and first lien on the Pledged Energy Cost Savings Revenues.

(g) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(i) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(j) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(k) The Equipment described in this Agreement is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

(l) Neither the payment of the Rental Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.

(n) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably

anticipated on the date of issuance of this Agreement, would have caused any portion of this Agreement to be or become “arbitrage bonds” within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(o) Lessee has never failed to pay payments coming due under any bond issue, lease purchase agreement or other indebtedness obligation of Lessee.

(p) The useful life of the Equipment will not be less than the Lease Term.

(q) The application, statements and credit or financial information submitted by Lessee to Lessor are true and correct and made to induce Lessor to enter into this Agreement and the escrow agreement, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(r) Lessee’s fiscal year I from July 1 to June 30. Lessee has provided Lessor with audited financial statements through June 30, 2018. Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due under the Agreement since June 30, 2018.

(s) Lessee will pay the excess (if any) of the actual costs of acquiring the Equipment under the Agreement over the amount deposited by Lessor in the escrow fund, if any, established under any related escrow agreement and interest earnings thereon.

(t) Lessee has established or will have established as of the Closing Date, the Rental Payment Fund in accordance with the Act for the purpose of paying the Rental Payments.

(u) The Equipment is not a replacement, repair, substitution or proceeds of any equipment or personal property subject to a prior lien or security interest of a third party.

(v) Lessee is the fee owner of the real estate where the Equipment is and will be located 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 estate.

**Section 3. Certification as to Arbitrage.** Lessee hereby represents as follows:

(a) The estimated total costs of the Equipment, together with any costs of entering into this Agreement that are expected to be financed under this Agreement, will not be less than the total principal portion of the Rental Payments.

(b) The Equipment has been ordered or is expected to be ordered within six months of the Closing Date, and the Equipment is expected to be delivered and installed, and the Vendors fully paid, within eighteen months of the Closing Date.

(c) The Equipment has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments, except for ordinary repair and replacement.

(d) To the best of our knowledge, information and belief, the above expectations are reasonable.

**Section 4. Lease of Equipment.** Lessor hereby demises, leases and lets the Equipment to Lessee, and Lessee rents, leases and hires the Equipment from Lessor, in accordance with the provisions of this Agreement, for the Lease Term.

**Section 5. Lease Term.** The term of this Agreement will commence on the Closing Date and will terminate when all amounts due and payable under this Agreement have been paid in full, unless Lessee has terminated this Agreement pursuant to Section 6 or Section 31 hereof.

**Section 6. Termination of Lease Term.** The Lease Term will terminate upon the earliest of any of the following events:

(a) the exercise by Lessee of the option to purchase the Equipment under the provisions of Section 31 and payment of the Purchase Price and all amounts payable in connection therewith;

(b) a default by Lessee and Lessor's election to terminate this Agreement under Section 36 hereof; or

(c) the payment by Lessee of all Rental Payments authorized or required to be paid by Lessee hereunder during the Lease Term.

**Section 7. Reserved.**

**Section 8. Reserved.**

**Section 9. Rental Payments.** Lessee will pay Rental Payments, exclusively from legally available Pledged Energy Cost Savings Revenues deposited in the Rental Payment Fund and any funds received from any financial guaranty delivered in connection with any or all of the Energy Savings Agreements as is necessary to pay applicable Rental Payments, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth on the Payment Schedule. Rental Payments will be in consideration for Lessee's use of the Equipment during the fiscal year in which such payments are due. Any Rental Payment not received on or before its due date will bear interest at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from its due date. Lessee hereby pledges the amount in the Rental Payment Fund to the payment of all amounts due hereunder.

In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor from legally available Pledged Energy Cost Savings Revenues promptly after any such determination and on each Rental Payment Date thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

**Section 10. Energy Cost Savings Constitute Special Funds of Lessee; Rental Payment Fund.**

(a) This Agreement, together with Rental Payments and other obligations of the Lessee hereunder, constitutes a special, limited obligation of the Lessee, payable solely from the Pledged Energy Cost Savings Revenues as provided in the Ordinance; and this Agreement shall not constitute a general obligation of the Lessee or the State, and the Lessor may not look to any general or other fund of the Lessee for payment of the obligations hereunder. Nothing contained in this Agreement or the Ordinance, or any other instruments, shall be construed as obligating the Lessee (except with respect to the application of the Pledged Energy Cost Savings Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Lessee or against its taxing power, nor shall a breach of any agreement contained in this Agreement, the Ordinance or any other instrument impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power. This Agreement shall never constitute an indebtedness of the Lessee within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Lessee or a charge against its general credit or taxing power. Nothing herein shall prevent the Lessee from applying other funds of the Lessee legally available therefor to payments required hereunder, in its sole and absolute discretion.

(b) Notwithstanding anything in this Agreement to the contrary, in any fiscal year amounts in the Rental Payment Fund equal the aggregate Rental Payments due in such fiscal year, Lessee may withdraw any excess amounts which may be used for any lawful purpose of Lessee.

**Section 11. Interest Component.** As set forth on the Payment Schedule, a portion of each Rental Payment is paid as, and represents payment of, interest. Interest shall be computed on the basis of a 360 day year and 90 day quarters at 2.145% percent per annum.

**Section 12. Rental Payments to be Unconditional.** Except as provided in Section 10 hereof, the obligations of Lessee to make Rental Payments (but only from and to the extent of legally available Pledged Energy Cost Savings Revenues) and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances.

**Section 13. Delivery, Installation and Acceptance of the Equipment.** Lessee will order the Equipment, cause the Equipment to be delivered and installed at the locations specified in Exhibits A-1 and A-2, pursuant to the Energy Savings Agreements, and pay any and all delivery and installation costs in connection therewith. When the Equipment has been delivered and installed, Lessee will immediately accept the Equipment, subject to the provisions of the Energy Savings Agreements, and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in form and substance acceptable to Lessor. After it has been installed, the Equipment will not be moved from the locations specified in Exhibits A-1 and A-2 without Lessor's consent, which consent will not be unreasonably withheld.

**Section 14. Enjoyment of Equipment.** Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

**Section 15. Right of Inspection.** Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

**Section 16. Use of the Equipment.** Lessee 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. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

**Section 17. Maintenance of Equipment.** Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, or repair or to make improvements or additions to the Equipment.

**Section 18. Title to the Equipment.** During the Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor upon (a) any termination of this Agreement other than termination pursuant to Section 31 or (b) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent-in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

**Section 19. Security Interest.** To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessor retains a security interest constituting a first lien on the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain

its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment.

As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising the escrow fund, if any, established under any related escrow agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

**Section 20. Personal Property; No Encumbrances.** Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment 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 such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building. Lessee shall not create, incur, assume or permit to exist any mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on any of the real estate where the Equipment is or will be located or enter into any agreement to sell or assign or enter into any sale/leaseback arrangement of such real estate without the prior written consent of Lessor; provided, that if Lessor or its assigns is furnished with a waiver of interest in the Equipment acceptable to Lessor or its assigns in its discretion from any party taking an interest in any such real estate prior to such interest taking effect, such consent shall not unreasonably withheld.

**Section 21. Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

**Section 22. Insurance.** At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor, and (c) workers' compensation coverage as required by the laws of the State; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b). Lessee shall also cause each Vendor to provide to Lessor payment and performance bonds, each naming Lessor as an additional obligee with Lessee and issued by a surety company rated "A" or better by AM Best in an amount equal to the cost of the Equipment to be installed by such Vendor. All insurance proceeds from casualty losses will be payable as

hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor as a loss payee and an additional insured and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least ten days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

**Section 23. Advances.** In the event Lessee fails to maintain the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums on the thereof, pay such taxes and charges and make such Equipment repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 10% per annum or the maximum permitted by law, whichever is less.

**Section 24. Financial Information.** Lessee shall maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted government accounting standards, consistently applied, of all its business and affairs. Lessee shall have an annual audit of the financial condition of Lessee made by an independent certified public accountant promptly following the end of each fiscal year. Such report shall include statements in reasonable detail, certified by such accountant, reflecting Lessee's financial position as of the end of such fiscal year and the results of Lessee's operations and changes in the financial position of its funds for the fiscal year. Lessee shall furnish to Lessor copies of such audit report immediately after it is accepted by Lessee, but not later than 360 days after the end of the fiscal year. If the audit is publicly available on Lessee's website or on the "EMMA" website maintained by the Municipal Securities Rulemaking Board, the requirement to provide the audit to Lessor will be satisfied if Lessee emails a link to the posted item to Lessor within such 360-day period. The electronic audit or link may be sent to the following email address (or such other address as Lessor supplies to Lessee in writing): [Public\\_Finance\\_Servicing@snbcloud.onmicrosoft.com](mailto:Public_Finance_Servicing@snbcloud.onmicrosoft.com).

**Section 25. Release and Indemnification.** From and to the extent of legally available Pledged Energy Cost Savings Revenues, to the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of the Equipment, (c) the manufacturing, ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) 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 or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph will

continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

**Section 26. Risk of Loss.** Lessee assumes, from and including the Closing Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement, from and to the extent of Pledged Energy Cost Savings Revenues.

**Section 27. Damage, Destruction, Condemnation; Use of Proceeds.** If (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 or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee has exercised its option to purchase the Equipment pursuant to Section 31 hereof. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

**Section 28. 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 27 hereof, Lessee will 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) purchase Lessor's interest in the Equipment pursuant to Section 31 hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing the Equipment will be retained by Lessee. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under Section 9 hereof.

**Section 29. Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.**

**Section 30. Vendors' Warranties.** Lessee may have rights under the Energy Savings Agreements evidencing the purchase of the Equipment; Lessee is advised to contact each Vendor for a description of any such rights. Lessee hereby assigns to Lessor during the Lease Term all warranties running from Vendor to Lessee. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee will not be in default hereunder, to assert from time to time whatever claims and rights (including without limitation warranties)

related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the applicable Vendor, and not against Lessor. Any such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by any of the Vendors.

### **Section 31. Purchase Option; Prepayment.**

(a) Lessee will have the option to purchase the Equipment, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

(i) On any Rental Payment Date, upon payment in full of the Rental Payment then due hereunder plus all other amounts due hereunder plus the then-applicable Purchase Price to Lessor;

(ii) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Equipment, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payment and all other amounts then due hereunder plus (A) the Purchase Price designated on the Payment Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (B) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of four ninety (90) day quarters; or

(b) In the event monies remain in any escrow fund established under an escrow agreement, upon receipt by the escrow agent under such escrow agreement of a duly executed certificate of acceptance and payment request identified as the final such request, the remaining monies in such escrow fund shall, first be applied to all reasonable fees and expenses incurred by such escrow agent, if applicable, in connection with such escrow fund as evidenced by its statement forwarded to Lessor and Lessee; and, second be paid to Lessor, for application against the outstanding principal components of Rental Payments, including prepayment of Rental Payments hereunder, unless Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of Rental Payments from gross income for federal income tax purposes. If any such amount is applied against the outstanding principal components of Rental Payments, the Payment Schedule attached hereto will be revised accordingly.

Upon the exercise of the option to purchase set forth above, title to the Equipment will be vested in Lessee, free and clear of any claim by or through Lessor.

**Section 32. Determination of Fair Purchase Price.** Lessee and Lessor hereby agree and determine that the Rental Payments hereunder represent the fair value of the use of the Equipment and that the amount required to exercise Lessee's option to purchase the Equipment pursuant to Section 31 hereof represents, as of the date of exercise of such option, the fair purchase price of the Equipment. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew this Agreement or to exercise its option to purchase the Equipment hereunder. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Lease Term does not exceed 120% the useful life of the Equipment.

**Section 33. Assignment by Lessor.** Lessor's interest in, to and under this Agreement and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective against Lessee until (a) Lessee has received written notice of the name and address of the assignee and (b) in the event that such assignment is made to a bank or trust company for holders of certificates representing interests in this Agreement, such bank or trust company agrees to maintain, or cause to be maintained, a register by which a record of the names and addresses of such holders as of any particular time is kept and agrees, upon request of Lessee, to furnish such information to Lessee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and agrees to the filing of financing statements with respect to the Equipment and this Agreement. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

**Section 34. Assignment and Subleasing by Lessee.** None of Lessee's right, title and interest in, to and under this Agreement and the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of nationally recognized counsel in the area of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement and the Equipment.

**Section 35. Events of Default Defined.** Any of the following will be "Events of Default" under this Agreement:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (a) of this Section 35, for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

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

(d) Any provision of this Agreement will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under this Agreement;

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

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

**Section 36. Remedies on Default.** Whenever any Event of Default exists, Lessor will 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 Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the Lease Term to be due;

(b) With or without terminating this Agreement, Lessor may enter the premises where the Equipment is located and retake possession of the Equipment or require Lessee at Lessee's expense to promptly return any or all of the Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease the Equipment or, for the account of Lessee, sublease the Equipment,

holding Lessee liable for the difference between (i) the Rental Payments and other amounts payable by Lessee hereunder plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing the Equipment and all brokerage, auctioneers' and attorneys' fees) provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due hereunder plus the remaining Rental Payments and other amounts payable by Lessee to the end of the Lease Term; and

(c) Lessor may take whatever other action at law or in equity, including mandamus, as may appear necessary or desirable to enforce its rights as the owner of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

**Section 37. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

**Section 38. WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO EXPRESSLY WAIVES THE RIGHT TO TRIAL BY JURY IN RESOLVING ANY CLAIM OR COUNTERCLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT.**

**Section 39. Notices.** All notices, certificates or other communications hereunder will be sufficiently given and will be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto will designate in writing to the other for notices to such party), to any assignee at its address as it appears on the register maintained by Lessee.

**Section 40. Binding Effect.** This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 41. Severability.** In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

**Section 42. Entire Agreement.** This Agreement constitutes the entire agreement between Lessor and Lessee.

**Section 43. Amendments.** This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

**Section 44. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

**Section 45. 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 46. Applicable Law.** This Agreement will be governed by and construed in accordance with the laws of the State.

**Section 47. Electronic Transactions.** The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 48. Role of Lessor.** Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor. Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters). **Section 49. Participation of Agreement from Lessor to SNFC.** Lessor hereby notifies Lessee, and Lessee hereby acknowledges such notification, that simultaneously with the execution and delivery of this Agreement, Lessor will enter into a participation agreement with Sterling National Funding Corp., a New York corporation and a wholly-owned subsidiary of Lessor ("SNFC"), whereby Lessor will sell to SNFC a 100% participation interest in this Agreement at par. Lessor will continue to service this Agreement and collect all Rental Payments and payment of the Purchase Price hereunder.

**Section 49. Participation of Agreement from Lessor to SNFC.** Lessor hereby notifies Lessee, and Lessee hereby acknowledges such notification, that simultaneously with the execution and delivery of this Agreement, Lessor will enter into a participation agreement with Sterling National Funding Corp., a New York corporation and a wholly-owned subsidiary of Lessor ("SNFC"), whereby Lessor will sell to SNFC a 100% participation interest in this Agreement at par. Lessor will continue to service this Agreement and collect all Rental Payments and payment of the Purchase Price hereunder.

**Section 50. Lessee's Notice Filings Related to this Agreement for SEC Rule 15c2-12.** In connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee on and after February 27, 2019,

pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the “Rule”), Lessor acknowledges that Lessee may be required to file with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system, or its successor (“EMMA”), notice that Lessee has incurred obligations under this Agreement and notice of certain subsequent events reflecting financial difficulties in connection with this Agreement. Lessee agrees that it shall not file or submit, or permit to be filed or submitted, with EMMA any documentation that includes the following unredacted sensitive or confidential information about Lessor or its affiliates: address and account information of Lessor or its affiliate, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of Lessor or its affiliates, or any account information for any related escrow agreement, unless otherwise required for compliance with the Rule or otherwise required by law. Lessee acknowledges that Lessor is not responsible for Lessee’s compliance or noncompliance with the Rule or any Continuing Disclosure Agreement. Section 50. Lessee’s Notice Filings Related to this Agreement for SEC Rule 15c2-12. In connection with Lessee’s compliance with any continuing disclosure undertakings (each, a “Continuing Disclosure Agreement”) entered into by Lessee on and after February 27, 2019, pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the “Rule”), Lessor acknowledges that Lessee may be required to file with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system, or its successor (“EMMA”), notice that Lessee has incurred obligations under this Agreement and notice of certain subsequent events reflecting financial difficulties in connection with this Agreement. Lessee agrees that it shall not file or submit, or permit to be filed or submitted, with EMMA any documentation that includes the following unredacted sensitive or confidential information about Lessor or its affiliates: address and account information of Lessor or its affiliate, e-mail addresses, telephone numbers, fax numbers, names and signatures of officers, employees and signatories of Lessor or its affiliates, or any account information for any related escrow agreement, unless otherwise required for compliance with the Rule or otherwise required by law. Lessee acknowledges that Lessor is not responsible for Lessee’s compliance or noncompliance with the Rule or any Continuing Disclosure Agreement.

**[SIGNATURE PAGES FOLLOW.]**

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

**LESSOR:**  
**STERLING NATIONAL BANK**

By: \_\_\_\_\_  
Name: Kevin C. King  
Title: Senior Managing Director

Address: 500 Seventh Avenue, 3<sup>rd</sup> Floor  
New York, NY 10018  
Attention: Public Sector Finance

**LESSEE:**  
**CITY OF SANTA FE, NEW MEXICO**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 200 Lincoln Avenue  
Santa Fe, NM 87501

**ATTEST:**

\_\_\_\_\_  
Kritine Bustos-Mihelcic,  
City Clerk

**EXHIBIT A-1 TO**

**EQUIPMENT LEASE-PURCHASE AGREEMENT**

**EQUIPMENT SCHEDULE**

**Description of Equipment and Related Labor, Equipment and Materials Costs (exclusive of gross receipts and compensating tax):**

FIM No.	<u>FIM Name</u>	<b>Labor, Equipment and Material Costs</b>
1.00	LED Lighting	\$2,222,159
2.00	Renewable Energy	\$7,167,913
3.00	Water Conservation	\$ 173,807
4.00	Building Envelope	\$ 206,170
5.00	HE Transformers	\$ 199,171
6.00	Utility Management	\$ 0
7.00	GCCC Solar Carport Repairs	\$ 155,730
8.00	Roof Replacement	\$ 199,918

**Locations:**

The equipment will be located at the following locations:

Bicentennial / Alto Park Complex

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
- 2.00 Renewable Energy

System Size kW (DC)	Module Qty	Inverter Qty	Racking
6.16	14	1	Carport
51.04	116	1	Carport
16.72	38	2	Carport

- 3.00 Water Conservation
  - Refer to the table below and IGA Appendices F1.2 Water SOW Room Summary for a room-by-room summary of existing and proposed new fixture quantities and descriptions.

Valve Replacement	Spud & Flush tube Replacement	Handle-Mount Hands-Free	System Tuning	Retrofit Upgrade	Vandal Resistant Flow Control	Urinal
14	13	0	0	0	11	2

- 4.00 Building Envelope

Penetrations	Wall cracks, window/door frames and vents	Sets of Weather-strip DF	Door Sweeps	Astragals	Sets of weather-strip DF (OH Door)	Door sweeps (OH Door)
ft2	Linear Ft	Sets	Qty	Qty	Qty	Qty
0.24	20	36	36	4	0	0

- 5.00 HE Transformers

Location	KVA	Primary	Secondary
Concession Stand	30	480	208/120

### Fire Station #8

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
- 2.00 Renewable Energy

System Size kW (DC)	Module Qty	Inverter Qty	Racking
25.52	58	2	Ground

- 3.00 Water Conservation
  - Refer to the table below and IGA Appendices F1.2 Water SOW Room Summary for a room-by-room summary of existing and proposed new fixture quantities and descriptions.

Valve Replacement	Spud & Flush tube Replacement	Handle-Mount Hands-Free	System Tuning	Retrofit Upgrade	Vandal Resistant Flow Control	Urinal
16	8	0	0	0	12	6

- 4.00 Building Envelope

Penetrations	Wall cracks, window/door frames and vents	Sets of Weather-strip DF	Door Sweeps	Astragals	Sets of weather-strip DF (OH Door)	Door sweeps (OH Door)
ft2	Linear Ft	Sets	Qty	Qty	Qty	Qty
0.23	0	10	10	1	4	4

### Fort Marcy Recreational Complex

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
- 3.00 Water Conservation
  - Refer to the table below and IGA Appendices F1.2 Water SOW Room Summary for a room-by-room summary of existing and proposed new fixture quantities and descriptions.

Valve Replacement	Spud & Flush tube Replacement	Handle-Mount Hands-Free	System Tuning	Retrofit Upgrade	Vandal Resistant Flow Control	Urinal
11	6	0	1	0	14	3

- 4.00 Building Envelope

Penetrations	Wall cracks, window/door frames and vents	Sets of Weather-strip DF	Door Sweeps	Astragals	Sets of weather-strip DF (OH Door)	Door sweeps (OH Door)
ft2	Linear Ft	Sets	Qty	Qty	Qty	Qty
0.11	0	11	11	4	0	0

### Genoveva Chavez Community Center

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
- 3.00 Water Conservation
  - Refer to the table below and IGA Appendices F1.2 Water SOW Room Summary for a room-by-room summary of existing and proposed new fixture quantities and descriptions.

Valve Replacement	Spud & Flush tube Replacement	Handle-Mount Hands-Free	System Tuning	Retrofit Upgrade	Vandal Resistant Flow Control	Urinal
76	40	0	0	1	44	16

- 4.00 Building Envelope

Penetrations	Wall cracks, window/door frames and vents	Sets of Weather-strip DF	Door Sweeps	Astragals	Sets of weather-strip DF (OH Door)	Door sweeps (OH Door)
ft2	Linear Ft	Sets	Qty	Qty	Qty	Qty
0.37	633	59	59	15	3	3

- 7.00 GCCC Solar Carport Repair

1. Replace all 26 existing inverters with 26 Chint Power Systems 23kW AC inverters with Standard 10-Year Warranty.
2. Replace existing 600V wiring with 1000V rated wiring.
3. Install appropriately sized back feed breakers where applicable.
4. Install remote monitoring systems for both PV systems.
5. Existing solar PV modules and carport racking equipment to remain.

### La Familia Medical Center

- 1.00 LED Lighting
  - o Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
- 3.00 Water Conservation
  - o Refer to the table below and IGA Appendices F1.2 Water SOW Room Summary for a room-by-room summary of existing and proposed new fixture quantities and descriptions.

Valve Replacement	Spud & Flush tube Replacement	Handle-Mount Hands-Free	System Tuning	Retrofit Upgrade	Vandal Resistant Flow Control	Urinal
13	7	0	0	1	58	2

- 4.00 Building Envelope

Penetrations	Wall cracks, window/door frames and vents	Sets of Weather-strip DF	Door Sweeps	Astragals	Sets of weather-strip DF (OH Door)	Door sweeps (OH Door)
ft2	Linear Ft	Sets	Qty	Qty	Qty	Qty
0.67	155	11	11	1	0	0

### Municipal Recreation Complex

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
- 2.00 Renewable Energy

System Size kW (DC)	Module Qty	Inverter Qty	Racking
36.96	84	3	Roof
40.48	92	1	Ground

- 4.00 Building Envelope

Penetrations	Wall cracks, window/door frames and vents	Sets of Weather-strip DF	Door Sweeps	Astragals	Sets of weather-strip DF (OH Door)	Door sweeps (OH Door)
ft2	Linear Ft	Sets	Qty	Qty	Qty	Qty
0.41	27	21	21	2	6	6

- 5.00 HE Transformers

Location	KVA	Primary	Secondary
Outside near Cart Barn	112.5	480	208/120

### Police Department Administration

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.

- 2.00 Renewable Energy

System Size kW (DC)	Module Qty	Inverter Qty	Racking
135.52	350	4	Carport

- 3.00 Water Conservation

- Refer to the table below and IGA Appendices F1.2 Water SOW Room Summary for a room-by-room summary of existing and proposed new fixture quantities and descriptions.

Valve Replacement	Spud & Flush tube Replacement	Handle-Mount Hands-Free	System Tuning	Retrofit Upgrade	Vandal Resistant Flow Control	Urinal
9	5	0	0	3	13	3

- 4.00 Building Envelope

Penetrations	Wall cracks, window/door frames and vents	Sets of Weather-strip DF	Door Sweeps	Astragals	Sets of weather-strip DF (OH Door)	Door sweeps (OH Door)
ft2	Linear Ft	Sets	Qty	Qty	Qty	Qty
0.48	0	9	9	0	0	0

Public Library-Main

- 1.00 LED Lighting

- Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.

- 3.00 Water Conservation

- Refer to the table below and IGA Appendices F1.2 Water SOW Room Summary for a room-by-room summary of existing and proposed new fixture quantities and descriptions.

Valve Replacement	Spud & Flush tube Replacement	Handle-Mount Hands-Free	System Tuning	Retrofit Upgrade	Vandal Resistant Flow Control	Urinal
10	7	3	0	0	13	1

- 4.00 Building Envelope

Penetrations	Wall cracks, window/door frames and vents	Sets of Weather-strip DF	Door Sweeps	Astragals	Sets of weather-strip DF (OH Door)	Door sweeps (OH Door)
ft2	Linear Ft	Sets	Qty	Qty	Qty	Qty
0.22	0	19	20	4	0	0

Public Library-Southside

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
- 2.00 Renewable Energy

System Size kW (DC)	Module Qty	Inverter Qty	Racking
110.88	252	3	Carport

- 3.00 Water Conservation
  - Refer to the table below and IGA Appendices F1.2 Water SOW Room Summary for a room-by-room summary of existing and proposed new fixture quantities and descriptions.

Valve Replacement	Spud & Flush tube Replacement	Handle-Mount Hands-Free	System Tuning	Retrofit Upgrade	Vandal Resistant Flow Control	Urinal
11	6	0	0	0	10	0

- 4.00 Building Envelope

Penetrations	Wall cracks, window/door frames and vents	Sets of Weather-strip DF	Door Sweeps	Astragals	Sets of weather-strip DF (OH Door)	Door sweeps (OH Door)
ft2	Linear Ft	Sets	Qty	Qty	Qty	Qty
0.17	0	12	12	3	0	0

- 5.00 HE Transformers

Location	KVA	Primary	Secondary
Electrical Rm in Community Rm	75	480	208/120
Loading dock Electrical Rm	75	480	208/120
Loading dock Electrical Rm	75	480	208/120

#### Salvador Perez Swimming Pool

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
- 3.00 Water Conservation
  - Refer to the table below IGA Appendices F1.2 Water SOW Room Summary for a room-by-room summary of existing and proposed new fixture quantity and description.

Valve Replacement	Spud & Flush tube Replacement	Handle-Mount Hands-Free	System Tuning	Retrofit Upgrade	Vandal Resistant Flow Control	Urinal
12	6	0	0	4	14	3

- 4.00 Building Envelope

Penetrations	Wall cracks, window/door frames and vents	Sets of Weather-strip DF	Door Sweeps	Astragals	Sets of weather-strip DF (OH Door)	Door sweeps (OH Door)
ft2	Linear Ft	Sets	Qty	Qty	Qty	Qty
0.26	0	8	8	2	0	0

#### Sandoval Parking Garage

- 3.00 Water Conservation
  - Refer to the table below and IGA Appendices F1.2 Water SOW Room Summary for a room-by-room summary of existing and proposed new fixture quantities and descriptions.

Valve Replacement	Spud & Flush tube Replacement	Handle-Mount Hands-Free	System Tuning	Retrofit Upgrade	Vandal Resistant Flow Control	Urinal
4	2	0	0	0	4	0

Santa Fe Convention Center

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
- 3.00 Water Conservation
  - Refer to the table below and IGA Appendices F1.2 Water SOW Room Summary for a room-by-room summary of existing and proposed new fixture quantities and descriptions.

Valve Replacement	Spud & Flush tube Replacement	Handle-Mount Hands-Free	System Tuning	Retrofit Upgrade	Vandal Resistant Flow Control	Urinal
55	29	0	0	0	46	0

- 4.00 Building Envelope

Penetrations	Wall cracks, window/door frames and vents	Sets of Weather-strip DF	Door Sweeps	Astragals	Sets of weather-strip DF (OH Door)	Door sweeps (OH Door)
ft2	Linear Ft	Sets	Qty	Qty	Qty	Qty
0.26	0	81	81	36	2	2

Santa Fe Regional Airport

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
- 2.00 Renewable Energy

System Size kW (DC)	Module Qty	Inverter Qty	Racking
12.23	28	1	Ground
7.04	16	1	Ground
26.64	56	2	Ground
89.76	204	2	Carport

- 4.00 Building Envelope

Penetrations	Wall cracks, window/door frames and vents	Sets of Weather-strip DF	Door Sweeps	Astragals	Sets of weather-strip DF (OH Door)	Door sweeps (OH Door)
ft2	Linear Ft	Sets	Qty	Qty	Qty	Qty
0.12	218	19	19	4	6	6

Siler Complex

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
- 3.00 Water Conservation
  - Refer to the table below IGA Appendices F1.2 Water SOW Room Summary for a room-by-room summary of existing and proposed new fixture quantity and description.

Valve Replacement	Spud & Flush tube Replacement	Handle-Mount Hands-Free	System Tuning	Retrofit Upgrade	Vandal Resistant Flow Control	Urinal
7	4	0	0	11	17	7

- 4.00 Building Envelope

Penetrations	Wall cracks, window/door frames and vents	Sets of Weather-strip DF	Door Sweeps	Astragals	Sets of weather-strip DF (OH Door)	Door sweeps (OH Door)
ft2	Linear Ft	Sets	Qty	Qty	Qty	Qty
0.89	398	39	39	3	17	17

Siringo Complex

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
- 3.00 Water Conservation
  - Refer to the table below and IGA Appendices F1.2 Water SOW Room Summary for a room-by-room summary of existing and proposed new fixture quantities and descriptions.

Valve Replacement	Spud & Flush tube Replacement	Handle-Mount Hands-Free	System Tuning	Retrofit Upgrade	Vandal Resistant Flow Control	Urinal
16	8	0	0	10	16	5

- 4.00 Building Envelope

Penetrations	Wall cracks, window/door frames and vents	Sets of Weather-strip DF	Door Sweeps	Astragals	Sets of weather-strip DF (OH Door)	Door sweeps (OH Door)
ft2	Linear Ft	Sets	Qty	Qty	Qty	Qty
1.01	1,044	32	32	8	4	4

### Southside Transit

- 2.00 Renewable Energy

System Size kW (DC)	Module Qty	Inverter Qty	Racking
18.92	43	1	Roof

### Transit Administration

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
- 3.00 Water Conservation
  - Refer to the table below and IGA Appendices F1.2 Water SOW Room Summary for a room-by-room summary of existing and proposed new fixture quantities and descriptions.

Valve Replacement	Spud & Flush tube Replacement	Handle-Mount Hands-Free	System Tuning	Retrofit Upgrade	Vandal Resistant Flow Control	Urinal
3	3	2	0	3	14	3

- 4.00 Building Envelope

Penetrations	Wall cracks, window/door frames and vents	Sets of Weather-strip DF	Door Sweeps	Astragals	Sets of weather-strip DF (OH Door)	Door sweeps (OH Door)
ft2	Linear Ft	Sets	Qty	Qty	Qty	Qty
0.35	7	17	17	1	9	9

- 5.00 HE Transformers

Location	KVA	Primary	Secondary
Outside, Bus Wash	45	480	208/120
Building by Bus Wash	30	480	208/120
Garage	75	480	208/120
Bus Parking Bay 2	30	480	208/120
Conference Rm	45	480	208/120

### Canyon Road Water Treatment Plant

- 2.00 Renewable Energy

System Size kW (DC)	Module Qty	Inverter Qty	Racking
62.04	141	3	Ground

- 4.00 Building Envelope

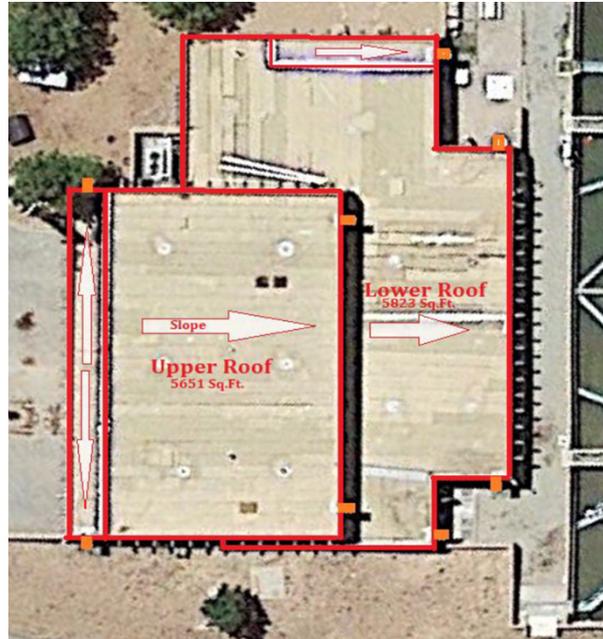
Penetrations	Wall cracks, window/door frames and vents	Sets of Weather-strip DF	Door Sweeps	Astragals	Sets of weather-strip DF (OH Door)	Door sweeps (OH Door)
ft2	Linear Ft	Sets	Qty	Qty	Qty	Qty
0.27	133	16	16	0	8	8

- 5.00 HE Transformers

Location	KVA	Primary	Secondary
Outside chiller	45	480	208/120

Location	KVA	Primary	Secondary
Ready Stock Rm	30	480	208/120
Pipe Gallery Airator Rm	25	480	208/120
Pipe Gallery Airator Rm	25	480	208/120

- 8.00 Roof Replacement



Replacement of the entire Canyon Road WTP Main Building roof surface is recommended due to the age-related deterioration noted above. No HVAC equipment or systems are included in the work scope. Should the COSF decide to replace the HVAC equipment at this facility in the future, YE recommends that the engineer of record perform the load calculations to properly size the equipment based on conditions at that time.

The modifications are as follows:

6. Provide architect stamped drawings for a permit as required by the City of Santa Fe
7. Remove all roofing, insulation, base flashings, misc. flashings and related metal components
8. Install two layers 3.2” poly-iso and 1/4” Invinsa Board in 2-part poly-urethane adhesive – The total R-Value of the new insulation and cover board is approximately 38.62 which exceeds the City of Santa Fe requirements
9. Install new adhered 80 mil PVC membrane
10. Install adhered 60 mil PVC base flashings at walls, parapets and curbs
11. Install new PVC clad gutter liner and scuppers

12. Install new prefinished coping at divider parapet and counter flashings
13. Install miscellaneous flashings and accessories
14. Provide 20-year NDL labor and materials warranty.

Santa Fe Water Department

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
- 3.00 Water Conservation
  - Refer to the table below and IGA Appendices F1.2 Water SOW Room Summary for a room-by-room summary of existing and proposed new fixture quantities and descriptions.

Valve Replacement	Spud & Flush tube Replacement	Handle-Mount Hands-Free	System Tuning	Retrofit Upgrade	Vandal Resistant Flow Control	Urinal
4	2	0	0	12	13	1

- 4.00 Building Envelope

Penetrations	Wall cracks, window/door frames and vents	Sets of Weather-strip DF	Door Sweeps	Astragals	Sets of weather-strip DF (OH Door)	Door sweeps (OH Door)
ft2	Linear Ft	Sets	Qty	Qty	Qty	Qty
0.38	250	11	11	1	2	2

Waste Water Treatment Plant

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
- 5.00 HE Transformers

Location	KVA	Primary	Secondary
Bldg LC	30	480	208/120
Grit-GB Bldg	30	480	208/120
Head Works (HW) Bldg ER	45	480	208/120
Laboratory-Outside Back	45	480	208/120

Location	KVA	Primary	Secondary
Admin Bldg-Elect Rm Basement	112.5	480	208/120
Admin Bldg-Elect Rm 2	15	480	208/120
None-Potable (NP) Bldg	30	480	208/120
Old Digester Bldg-Elect Rm	45	480	208/120
Old DAF Bldg-Elect Rm	40	480	----
Old DAF Bldg-Elect Rm	37.5	480	240 x 120
Tertiary Treatment Facility	75	480	208/120
West Warehouse	75	480	208/120
West Warehouse	45	480	----
West Warehouse	30	480	208/120

#### 10M Gallon Tank

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
  
- 2.00 Renewable Energy

System Size kW (DC)	Module Qty	Inverter Qty	Racking
58.96	134	1	Ground

#### Buckman Booster Station

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
  
- 2.00 Renewable Energy

System Size kW (DC)	Module Qty	Inverter Qty	Racking
59.84	138	1	Ground

Buckman Booster Station #3 and Well #13

- 2.00 Renewable Energy

System Size kW (DC)	Module Qty	Inverter Qty	Racking
404.80	920	6	Ground

Buckman Booster Station #4

- 2.00 Renewable Energy

System Size kW (DC)	Module Qty	Inverter Qty	Ground
396.00	900	6	Ground

Buckman Well #1

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.

Buckman Well #10

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
- 2.00 Renewable Energy

System Size kW (DC)	Module Qty	Inverter Qty	Racking
73.92	168	2	Ground

Camino La Canada

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
- 2.00 Renewable Energy

System Size kW (DC)	Module Qty	Inverter Qty	Racking
48.88	102	2	Ground

Cristo Rey Church

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.

Dempsey Booster Station

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.

Well Los Montoyas

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
- 2.00 Renewable Energy

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System Size kW (DC)	Module Qty	Inverter Qty	Racking
57.20	130	1	Ground

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BDD Main

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.

BDD Booster Station 1A

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
- 2.00 Renewable Energy

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System Size kW (DC)	Module Qty	Inverter Qty	Racking
739.20	1,680	11	Ground

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BDD Booster Station 2A

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.

BDD Lift Station

- 1.00 LED Lighting
  - Refer to IGA Appendices D1 Lighting Inventory for a room-by-room summary of existing and proposed new fixture quantity and description.
- 2.00 Renewable Energy

System Size kW (DC)	Module Qty	Inverter Qty	Racking
277.20	632	4	Ground

**Vendor:**

The Vendor for the Equipment is Yearout Energy Services, LLC.

This Equipment Schedule shall be deemed to be supplemented by the descriptions of the Equipment included in the Certificate of Acceptance and Payment Requests submitted to \_\_\_\_\_, as escrow agent, pursuant to the Escrow Agreement dated as of \_\_\_\_\_, 2021, among Lessor, Lessee and \_\_\_\_\_, as escrow agent, which descriptions shall be deemed to be incorporated herein.

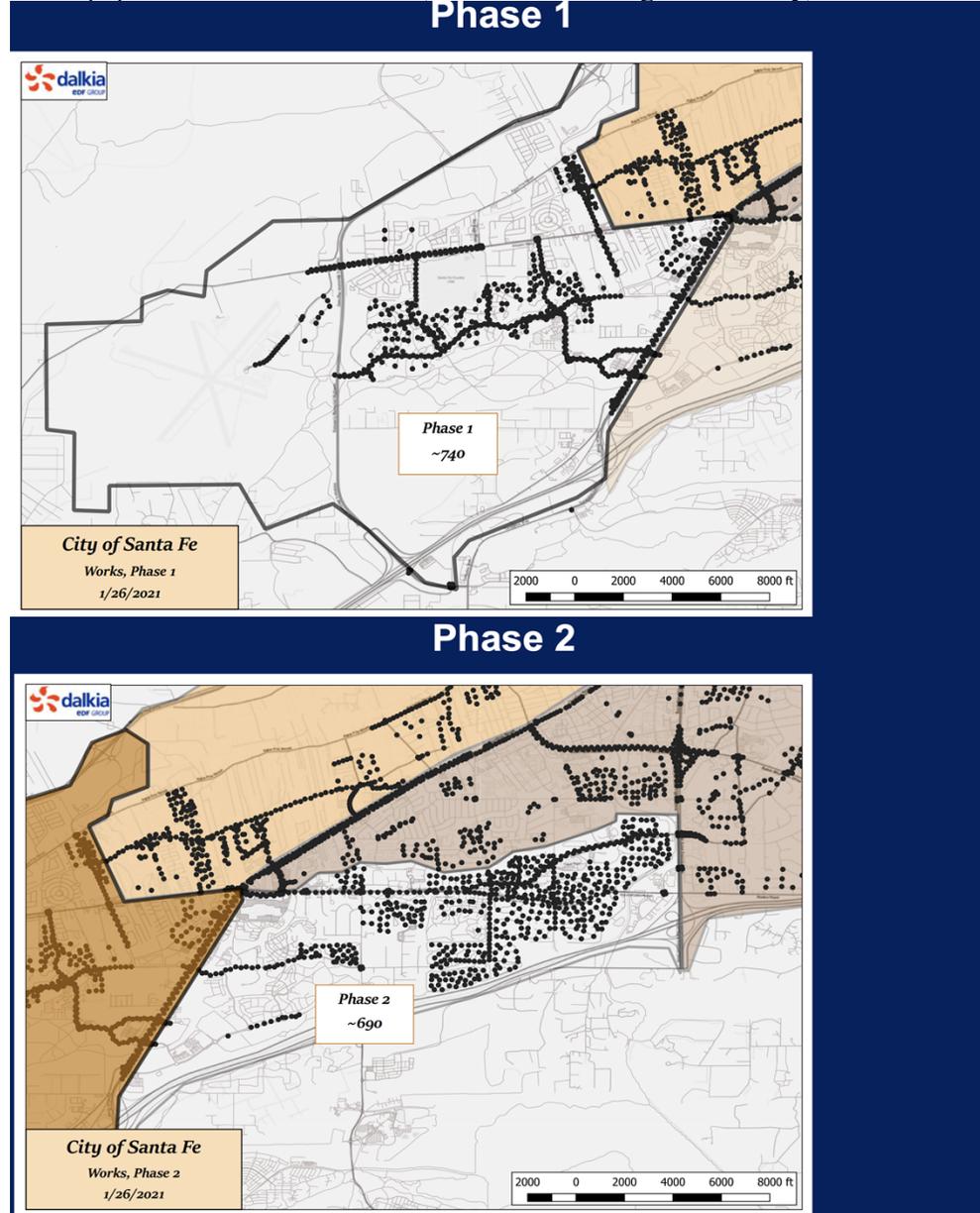
**EXHIBIT A-2 TO  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**EQUIPMENT SCHEDULE**

**Description of Equipment and Related Installation and Materials Costs:**

**Locations:**

The Equipment will be located on 3,499 locations throughout the City, as described in the below maps:



**Details**

**OVERVIEW**  
South/Southwest

**NUMBER OF TEAMS/TIME OF DAY**  
All teams/Day

**DESCRIPTION**  
North of I-25, South of 284, West of 14

**NUMBER OF POLES**  
740

**DURATION**  
1 month

**Details**

**OVERVIEW**  
South

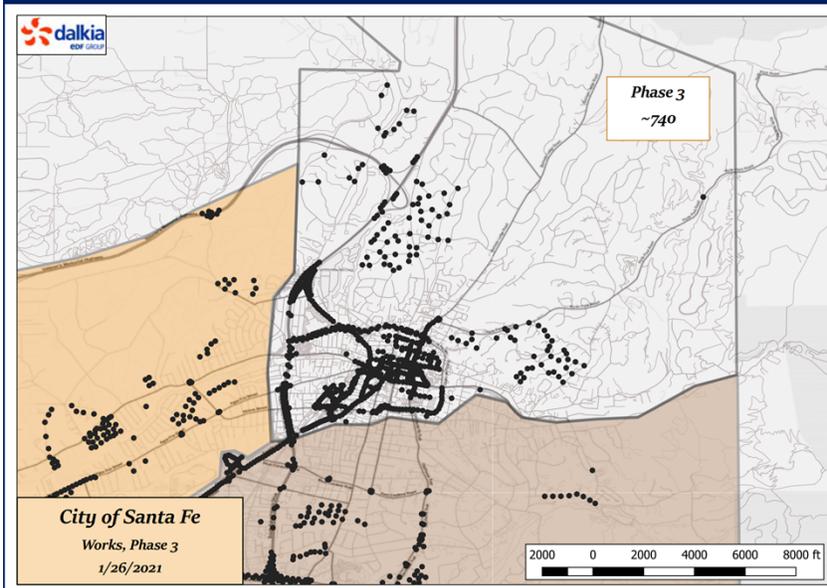
**NUMBER OF TEAMS/TIME OF DAY**  
All teams/Day

**DESCRIPTION**  
North of I-25, South of 14 and 466, West of 285

**NUMBER OF POLES**  
690

**DURATION**  
1 month

## Phase 3



### Details

**OVERVIEW**  
Downtown

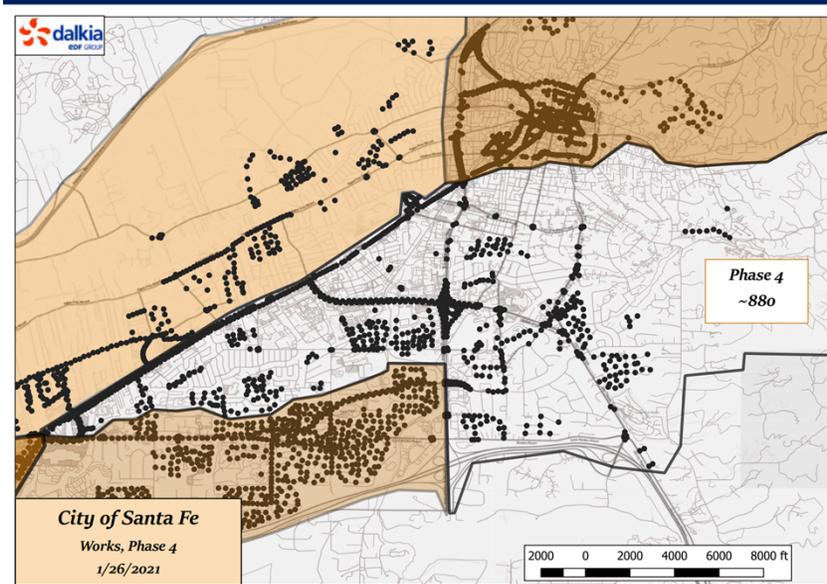
**NUMBER OF TEAMS/TIME OF DAY**  
All teams/Day

**DESCRIPTION**  
Downtown and North of Downtown

**NUMBER OF POLES**  
740

**DURATION**  
1 month

## Phase 4



### Details

**OVERVIEW**  
East

**NUMBER OF TEAMS/TIME OF DAY**  
All teams/Day

**DESCRIPTION**  
South of 14 and 475, North of I-25

**NUMBER OF POLES**  
880

**DURATION**  
1 month

Equipment Item	Wattage	Replacement of	Units
ATBX P40 MVOLTR2 3K MP P7	28	100W HPS	1,316
ATBM P30 MVOLT R2 3K/4K MP P7	118	250W HPS	1,404
ATBM P70 MVOLT R2 3K/4K MP P7	190	400W HPS	635
MSPL2 P50 30K AS SN6SS P7 PCS	120	250W Decorative	144

### Vendor:

The Vendor for the Equipment is Dalkia Energy Solutions, LLC pursuant to the Dalkia Agreement (defined in Section 1 hereof), which will acquire the Equipment from American Electric Lighting (Acuity Brands).

This Equipment Schedule shall be deemed to be supplemented by the descriptions of the Equipment included in the Certificate of Acceptance and Payment Requests submitted to Sterling National Bank, as escrow agent, pursuant to the Escrow Agreement dated as of \_\_\_\_\_, 2021, among Lessor, Lessee and Sterling National Bank, as escrow agent, which descriptions shall be deemed to be incorporated herein.

**EXHIBIT B TO  
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**PAYMENT SCHEDULE**

Principal Amount: \$ \_\_\_\_\_

Interest Rate: \_\_\_\_\_%

Closing Date: \_\_\_\_\_, 2021

Rental payments will be made in accordance with **Section 9** and the attached Payment Schedule.