

SCHEDULE OF PROPERTY NO. 1

Dated _____, 2010

Re: Master Equipment Lease/Purchase Agreement, dated as of December 1, 2010, by and between Banc of America Public Capital Corp, as Lessor, and the County of Monterey, as Lessee.

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

2. *Equipment.* The following items of Equipment are hereby included under this Schedule of the Master Equipment Lease:

[Describe leased equipment]

3. *Payment Schedule.*

(a) *Rental Payments.* Because of the Existing Equipment leased in accordance with Section 3.02 of this Agreement, the Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1.

(b) *Purchase Price Schedule.* The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that no material adverse change in Lessee's financial condition has occurred since the date of the Master Equipment Lease.

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

6. *Lease Proceeds.* The Lease Proceeds which Lessor shall pay to the Acquisition Fund Custodian in connection with this Schedule is \$ _____. This represents \$ _____ less \$ _____ paid to Orrick Herrington & Sutcliffe LLP, \$ _____ paid to _____, \$ _____ held back by Lessor as an upfront fee and \$ _____ held back by Lessor to pay the CDIAC fee.

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of 3 years following the date hereof.

8. *Lease Term.* The Lease Term shall consist of [15] years, ending on _____,

20__.

9. *Purchase Option Commencement Date.* For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is _____, 20__.

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

LESSEE:
County of Monterey
168 West Alisal Street, First Floor
Salinas, California 93901
Attention: Treasurer

By _____

By _____

Title _____

Title _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Lease constitutes 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

RENTAL PAYMENT SCHEDULE

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Purchase Price
[]/18/2011				
[]/18/2012				
[]/18/2012				
[]/18/2013				
[]/18/2013				
[]/18/2014				
[]/18/2014				
[]/18/2015				
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[]/18/2016				
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[]/18/2025				
[]/18/2025				

LESSEE:
County of Monterey
168 West Alisal Street, First Floor
Salinas, California 93901
Attention: Treasurer

By _____

Title _____