

EXHIBIT A-1

EQUIPMENT SCHEDULE NO. 01 - GENERAL EQUIPMENT

Re: Master Equipment Lease/Purchase Agreement, dated as of December 23, 2025, between Banc of America Public Capital Corp, a Kansas corporation, as Lessor, and the City of Fullerton, CA, as Lessee

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

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Equipment Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO.	MODEL NO.	LOCATION
7	Medix Specialty Vehicles Type III RP-90	To be provided with disbursement requests	To be provided with disbursement request	City of Fullerton Fire Department 312 East Commonwealth Ave., Fullerton, CA 92832
	Ferno Gurney and Loading Systems	To be provided with disbursement request	To be provided with disbursement request	City of Fullerton Fire Department 312 East Commonwealth Ave., Fullerton, CA 92832

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Payment Schedule attached to this Equipment Schedule and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee’s obligation to pay Rental Payments under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Equipment Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, or (ii) the date on which the Acquisition Amount is deposited in an Escrow Account for the purpose of acquiring and installing the Equipment listed in this Equipment Schedule pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the “*Commencement Date*”).

(b) *Prepayment Price Schedule for Prepayment on a Rental Payment Date; Prepayment on a Date Other Than a Rental Payment Date.* (i) The Prepayment Price on each Rental Payment

Date shall be the amount set forth for such Rental Payment Date in the “Prepayment Price” column of the Payment Schedule attached to this Equipment Schedule *plus* all Rental Payments then due (including the Rental Payment due on such Rental Payment Date) *plus* all other amounts then owing under this Equipment Schedule. (ii) In the event such prepayment for this Equipment Schedule occurs on a date other than a Rental Payment Date, the Prepayment Price will be the sum of (i) the applicable Prepayment Price shown on the Payment Schedule for this Equipment Schedule for the Rental Payment Date immediately preceding the applicable date of such prepayment *plus* (ii) accrued interest at the Contract Rate (or the Taxable Rate if then in effect) on the Outstanding Balance as of the Rental Payment Date immediately preceding the applicable date of such prepayment from such Rental Payment Date to the date of such prepayment *plus* (iii) all other amounts then owing thereunder.

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

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

6. *Acquisition Amount.* The Acquisition Amount that Lessor shall pay to the Escrow Agent for deposit into the Escrow Account in connection with this Equipment Schedule is \$1,955,000.00. It is expected that by thirty six (36) months from the date of this Equipment Schedule No. 01, Lessee will have taken possession of all items of Equipment shown above and that the Lessee’s final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before thirty six (36) months from the date of this Equipment Schedule.

7. *Acquisition Period.* The Acquisition Period applicable to this Equipment Schedule shall end at the conclusion of the 36th month following the date hereof.]

8. *Lease Term.* The Lease Term shall consist of the Original Term and consecutive Renewal Terms, with the final Renewal Term ending on November 1, 2031, subject to earlier termination pursuant to the Agreement.

9. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

- (a) *Registered Owner:* City of Fullerton, CA
- (b) *Lienholder:* Banc of America Public Capital Corp
Bank of America Plaza
600 Peachtree Street NE, 11th Floor
Atlanta, GA 30308-2265

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

Dated: December 23, 2025

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

LESSEE:
City of Fullerton, CA
303 W. Commonwealth Ave.
Fullerton, CA. 92832-1710
Attention: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

EXHIBIT B

PAYMENT SCHEDULE

Rental Payment Date	Rental Payment Amount	Interest Portion	Principal Portion	Outstanding Balance	Prepayment Price (including prepayment premium, if applicable)	Casualty Value (including Casualty premium, if applicable)
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Contract Rate; Taxable Rate. The Contract Rate for this Equipment Schedule is 3.5000% per annum. The Taxable Rate for this Equipment Schedule is 4.4671% per annum.

Prepayment Option Commencement Date. For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date for this Equipment Schedule is May 1, 2029.

LESSOR:

Banc of America Public Capital Corp

LESSEE:

City of Fullerton, CA

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

EXHIBIT C-2A

INCUMBENCY AND AUTHORIZATION CERTIFICATE (AGREEMENT)

The undersigned, a duly elected or appointed and acting Clerk of the City of Fullerton, CA (“*Lessee*”) certifies as follows:

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

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute (in writing or electronically) and deliver the Master Equipment Lease/Purchase Agreement dated as of December 23, 2025 (the “*Agreement*”) and separate Equipment Schedules relating thereto from time to time as provided in the Agreement (collectively, the “*Equipment Schedules*”), each by and between Lessee and Banc of America Public Capital Corp (“*Lessor*”), the Escrow and Account Control Agreement dated as of December 23, 2025 by and among Lessor, Lessee and Argent Institutional Trust Company as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the “*Operative Agreements*”), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
Eddie Manfro	Interim City Manager	_____
Kingsley Okereke	Interim Director of Administrative Services	_____

DATED: DECEMBER 23, 2025

By: _____

NAME: Lucinda Williams

TITLE: CITY CLERK

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

EXHIBIT C-2B

INCUMBENCY AND AUTHORIZATION CERTIFICATE (LEASE)

The undersigned, a duly elected or appointed and acting Clerk of the City of Fullerton, CA (*“Lessee”*) certifies as follows:

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

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute (in writing or electronically) and deliver the Equipment Schedule No. 01 dated as of December 23, 2025 (the *“Equipment Schedule”*), which incorporates by reference the terms and provisions of the Master Equipment Lease/Purchase Agreement dated as of December 23, 2025 (the *“Agreement”*), each by and between Lessee and Banc of America Public Capital Corp (*“Lessor”*), the Escrow and Account Control Agreement dated as of December 23, 2025 by and among Lessor, Lessee, and Argent Institutional Trust Company as Escrow Agent, and all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the *“Operative Agreements”*), and the Operative Agreements each are the binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
Eddie Manfro	Interim City Manager	_____
Kingsley Okereke	Interim Director of Administrative Services	_____

DATED: DECEMBER 23, 2025

BY: _____

NAME: Lucinda Williams

TITLE: CITY CLERK

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

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

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

Re: Equipment Schedule No. 01, dated December 23, 2025, to Master Equipment Lease/Purchase Agreement, dated as of December 23, 2025, by and between Banc of America Public Capital Corp, as Lessor, and the City of Fullerton, CA, as Lessee

Ladies and Gentlemen:

In accordance with the above-referenced Master Equipment Lease/Purchase Agreement (the “*Agreement*”), the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. Lessee has conducted such inspection and testing of the Equipment listed in the Equipment Schedule as it deems appropriate, and all of the Equipment has been delivered, installed and is unconditionally accepted for all purposes by Lessee, and title to the Equipment has transferred to Lessee and any security interest of Vendor therein has been released.
2. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
3. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Equipment Schedule by reference are true and correct as of the date hereof.
4. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the date of the execution and delivery of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has occurred or been threatened; and (d) no Lease has been

terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: _____

LESSEE: City of Fullerton

By: _____

Name: _____

Title: