

ACCEPTANCE CERTIFICATE
(Schedule 1)

[Contract No. TB19-002 Tax Exempt]

The Commonwealth of Virginia, acting by and through _____ the (Agency) hereby accepts for purposes of the Master Lease Agreement dated as of March 1, 2019 (the Agreement) by and between Banc of America Public Capital Corp (together with its successors and assigns, hereinafter referred to as "Lessor") and the Commonwealth of Virginia, the Project described below, evidencing acceptance pursuant to the Agreement. Pursuant to the Agreement, the undersigned Agency hereby certifies that the Project described below (i) has been delivered to the Agency and installed at _____ (ii) has been fully and finally accepted by the Agency and (iii) has been found by the Agency to be in good working order. (All capitalized terms in this Appendix have the meanings set forth in the Agreement.)

<u>Quantity</u>	<u>Manufacturer/ Seller</u>	<u>Description</u>	<u>Identification or Serial No.</u>	<u>Cost</u>
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COMMONWEALTH OF VIRGINIA
TREASURY BOARD

Agency Head or Designee

By: _____
(Signature)

By: _____
(Signature)

(Name - Type or print)

(Name - Type or Print)

(Title)

(Title)

Dated: _____

Dated: _____

APPENDIX NO. _____
DISBURSEMENT AUTHORIZATION CERTIFICATE
(Schedule 2)

[Contract No. TB19-002 Tax Exempt]

In accordance with the terms of the Master Lease Agreement dated as of March 1, 2019 by and between Banc of America Public Capital Corp (together with its successors and assigns, hereinafter referred to as "Lessor") and the Commonwealth of Virginia by and through the Treasury Board acting on behalf of the Commonwealth, the Commonwealth hereby submits this Disbursement Authorization Certificate to request a disbursement under the Agreement for certain Project shown on Schedule 1 of this Appendix. The Commonwealth represents and warrants for all purposes of this Certificate that:

1. The amount of the disbursement pursuant to this Certificate is \$_____. Such disbursement is to be made on or before _____ (the "Vendor Payment Date").

2. Payment of the disbursement requested hereby is to be made to _____ (the Vendor, the Agency in the case of a reimbursement, or the Escrow Agent in the case of an Escrow Financing) at the following address:

_____ (Tax ID number)
_____ (name)
_____ (tel. no.)

3. Attached hereto is a copy of a completed UCC-1 form or other appropriate financing statement, in proper form for filing, evidencing the Lessor's security interest in the Project with respect to the disbursement under this Certificate.

4. Attached hereto are vendor invoices (or proof of payment in the case of a reimbursement, or an Escrow Agreement in the case of an Escrow Financing) substantiating this disbursement authorization.

COMMONWEALTH OF VIRGINIA
TREASURY BOARD

Agency Head or Designee

By: _____
(Signature)

(Name - Type or print)

(Title)

Dated: _____

By: _____
(Signature)

(Name - Type or Print)

(Title)

Dated: _____

APPENDIX NO. _____

DISBURSEMENT AUTHORIZATION CERTIFICATE
(Schedule 2 Continued)

[Contract No. TB19-002 Tax Exempt]

5. Lessor hereby certifies that the payment to (the Vendor, the Agency in the case of reimbursement or the Escrow Agent in the case of an Escrow Financing) was made on _____ and payments shall begin to be made to the Lessor on _____ at the following address pursuant to Schedule 4 of this Appendix.

(LESSOR)

By: _____
(Signature)

(Name - Type or Print)

(Title)

Dated: _____

APPENDIX NO: _____
AGENCY REPRESENTATION CERTIFICATE
(Schedule 3)

[Contract No. TB19-002 Tax Exempt]

_____ (the Agency) represents and warrants to the Lessor and the Lessee that:

1. The Agency is a duly organized and validly existing agency of the Commonwealth of Virginia.
2. The Project described in this Appendix is of a size, design, capacity and manufacture selected by the Agency and the Agency has selected the Project of a design, type and size for the purposes for which the Project is intended.
3. The Agency's participation in the Agreement and the performance of the Agency's obligations thereunder have been duly authorized under all laws, regulations and procedures applicable to Agency.
4. The Agency has obtained the consent of all necessary bodies and the Agency has the power to enter into and carry out its obligations under the Agreement.
5. The Agency has complied with all statutory requirements pertaining to the acquisition of the Project, including those applicable to capital projects as provided in the *Code of Virginia* and the Appropriation Act.
6. Funds have been specifically provided for lease payments in the Agency's current appropriations for the Project and said funds are sufficient to make the payments contemplated under the Agreement through the end of the current biennium.
7. The Agency shall include in its budget proposals for review and consideration by the Commonwealth in each biennium in which this Appendix is in effect, an item for payments required under the Agreement in the ensuing biennium.
8. The Project is personal property, has a useful life greater than or equal to the financing term specified in this Appendix and will be used for essential governmental purposes.
9. The estimated total costs of the Project will not be less than the total principal portion of the lease payments required to be made under this Appendix.
10. In the event that this Appendix contemplates an Escrow Financing, the Project has been ordered or is expected to be ordered within six months of the commencement of this Appendix and the Project is expected to be delivered and installed, and the Vendor fully paid, within one year from the commencement of this Appendix.
11. Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the lease payments under this Appendix, or (ii) that may be used solely to prevent a default in the payment of the lease payments under this Appendix.
12. The Project has not been, is not expected to be, and will not be (i) sold or leased or otherwise disposed of by Lessee **or** (ii) managed or operated by a nongovernmental entity, either in whole or in major part, prior to the last maturity of the lease payments under this Appendix.
13. To the best of our knowledge, information and belief, the expectations set forth in paragraphs 9 through 12 above are reasonable.

Agency Head or Designee

By: _____

(Signature)

(Name - Type or print)

(Title)

Dated: _____

APPENDIX NO: _____

AGENCY REPRESENTATION CERTIFICATE
(Schedule 3 Continued)

[Contract No. TB19-002 Tax Exempt]

Agency Contact for this lease:

Name: _____

Address: _____

Email Address: _____

Phone: () _____

Vendor Contact for this lease:

Name: _____

Address: _____

Phone: () _____

Agency Billing Address for lease payment invoices:

Specific billing reference, if any, (i.e. P.O. #, Contract #, RFP #, etc.)

APPENDIX NO. _____

PAYMENT SCHEDULE CERTIFICATE
(Schedule 4)

[Contract No. TB19-002 Tax Exempt]

Pursuant to the terms of the Agreement, the Commonwealth requests that the lease purchase of the ~~Equipment~~ Project with respect to this Appendix in the amount of \$_____ be financed over a _____ year period. Based on the Acceptance Date, the Index for this financing is _____. Based on the Index, the interest rate for this financing is _____%.

The initial payment for this financing is \$_____, thereafter, the _____ payment will be \$_____. The schedule of lease payments for the Project with respect to this Appendix is as follows:

[See attached Debt Service Schedule]

COMMONWEALTH OF VIRGINIA
TREASURY BOARD

By: _____
(Signature)

(Name - Type or Print)

(Title)

Dated: _____