

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

941



FROM: Riverside County Information Technology (RCIT)

SUBMITTAL DATE:

June 13, 2013

SUBJECT: Approval of Schedule No 500-3132248-000 to the Master Equipment Lease/Purchase Agreement No. 3127187 for the voice, video, wireless and data Converged Network for Riverside County

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Lease Schedule No 500-3132248-000 to the Master Equipment Lease/Purchase Agreement No. 3127187 with Banc of America Public Capital Corp increasing the financing for the Converged Network for Riverside County from \$16,000,000 to \$19,000,000 and authorize the Chairman to sign the lease schedule;
2. Approve Resolution 2013-142 to authorize the execution and delivery of a Lease Schedule No. 500-312248-000 to Master Equipment Lease/Purchase Agreement No. 3127187 Dated December 18,2012; and,
3. Authorize the Purchasing Agent to sign any ministerial amendments, as approved by County Counsel, that do not make any substantive changes to the Agreement.

(Continued on Page 2)

Kevin K Crawford 13 June 13
 Kevin K Crawford
 Chief Information Officer

FINANCIAL DATA	Current F.Y. Total Cost:	\$ N/A	In Current Year Budget:	N/A
	Current F.Y. Net County Cost:	\$ N/A	Budget Adjustment:	N/A
	Annual Net County Cost:	\$ N/A	For Fiscal Year:	14/15
SOURCE OF FUNDS: RCIT Operating Budget			Positions To Be Deleted Per A-30	<input type="checkbox"/>
			Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Christopher M. Hans*
 County Executive Office Signature Christopher M. Hans

Dep't Recomm.:
 Per Exec. Ofc.:

Consent
 Policy

Consent
 Policy

FORM APPROVED COUNTY COUNSEL
 BY: *NEAL R. KIPNIS*
 DATE: 6/13/13
 Purchasing: *Mark Seiler*, Assistant Director
 Departmental Concurrence

Prev. Agn. Ref.: 3.47 12/13/2012

District: All

2013 JUN 13 AM 10:12
 RECEIVED BY THE COUNTY CLERK
 COUNTY OF RIVERSIDE, CALIFORNIA

3-32

Riverside County Information Technology

Form 11: Approval of Schedule No 500-3132248-000 to the Master Equipment Lease/Purchase Agreement No. 3127187 for the voice, video, wireless and data Converged Network for Riverside County

Date: June 13, 2013

Page 2

BACKGROUND:

On December 18, 2012 (M.O. 3.47) the Board approved the \$16 million Master Equipment Lease/Purchase Agreement with Banc of America for the implementation for the County's voice, video, wireless and data Converged Network. The attached lease schedule provides for a \$3 million increase to the financing with Banc of America to support the additional project costs as noted in the companion Form 11 for the Nexus IS. contract on the Board's agenda today.

Banc of America will extend the zero financing on the \$3 million increase and payments will be made part of the 7-year financing period and commence in July 2014 (FY14/15).

Price Reasonableness:

RCIT recommends approval of the zero percent financing with Banc of America; the county's approved financing institution cannot match the zero percent financing.

2 RESOLUTION NO. 2013-142

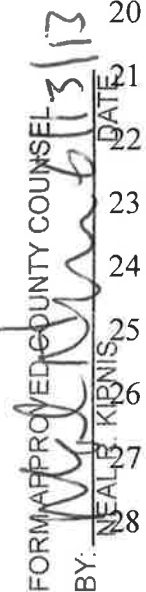
3
4 A RESOLUTION OF THE COUNTY OF RIVERSIDE, CALIFORNIA
5 AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE
6 SCHEDULE NO. 500-3132248-000 DATED JUNE 25, 2013 TO
7 MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO.
8 3127187 DATED DECEMBER 18, 2012 AND SEPARATE LEASE
9 SCHEDULES WITH RESPECT TO THE ACQUISITION, PURCHASE,
10 FINANCING AND LEASING OF CERTAIN EQUIPMENT FOR THE
11 PUBLIC BENEFIT; AUTHORIZING THE EXECUTION AND
12 DELIVERY OF DOCUMENTS REQUIRED IN CONNECTION
13 THEREWITH; AND AUTHORIZING THE TAKING OF ALL OTHER
14 ACTIONS NECESSARY TO THE CONSUMMATION OF THE
15 TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

16 WHEREAS, the COUNTY OF RIVERSIDE, CALIFORNIA (the "Lessee"), a body politic and
17 corporate duly organized and existing as a political subdivision, municipal corporation or similar public
18 entity of the State of CALIFORNIA, is authorized by the laws of the State of California to purchase, acquire
19 and lease personal property for the benefit of the Lessee and its inhabitants and to enter into contracts with
20 respect thereto; and

21 WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting
22 personal property necessary for the Lessee to perform essential governmental functions; and

23 WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain
24 Lease Schedule No, 500-3132248-000 dated June 25, 2013 to Master Equipment Lease/Purchase
25 Agreement dated December 18, 2012 (the "Agreement") with BANC OF AMERICA PUBLIC CAPITAL
26 CORP (the "Lessor"), the form of which has been presented to the governing body of the Lessee at this
27 meeting; and

28 WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the
29 efficient and effective administration thereof to enter into the Agreement and the separate Lease
30 Schedules as provided in the Agreement for the purchase, acquisition and leasing of the equipment to be
31 therein described on the terms and conditions therein provided;

FORM APPROVED COUNTY COUNSEL
BY:  3/13
NEAL B. KIBNIS
DATE

1 NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Riverside
2 (the governing body of Lessee) assembled in regular session June 25, 2013 as follows:

3
4 Section 1. APPROVAL OF DOCUMENTS. The form, terms and provisions of the
5 Agreement and the separate Lease Schedules as provided in the Agreement are hereby approved in
6 substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be
7 approved by the Board of Supervisors of the Lessee, the execution of such documents being conclusive
8 evidence of such approval; and the Chairman of the Board of the Lessee is hereby authorized and directed
9 to execute, and the Clerk of the Board of the Lessee is hereby authorized and directed to attest to, the
10 Agreement and each Lease Schedule and any related Exhibits attached thereto and to deliver the
11 Agreement and each Lease Schedule (including such Exhibits) to the respective parties thereto, and the
12 Clerk of the Board of the Lessee is hereby authorized to affix the seal of the Lessee to such documents.

13 Section 2. OTHER ACTIONS AUTHORIZED. The officers and employees of the Lessee
14 shall take all action necessary or reasonably required by the parties to the Agreement to carry out, give
15 effect to and consummate the transactions contemplated thereby (including but not limited to the
16 execution and delivery of Acceptance Certificates and any tax certificate and agreement, as contemplated
17 in the Agreement) and to take all action necessary in conformity therewith, including, without limitation,
18 the execution and delivery of any closing and other documents required to be delivered in connection with
19 the Agreement and each Lease Schedule.

20 Section 3. NO GENERAL LIABILITY. Nothing contained in this Resolution, the
21 Agreement, nor any other instrument shall be construed with respect to the Lessee as incurring a
22 pecuniary liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the
23 breach of any agreement contained in this Resolution, the Agreement, or any other instrument or
24 document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge
25 upon its general credit or against its taxing power, except to the extent that the Rental Payments payable
26 under each Lease are special limited obligations of the Lessee as provided in such Lease.

27 Section 4. APPOINTMENT OF AUTHORIZED LESSEE REPRESENTATIVES. The Chief
28 Information Officer and the RCIT Deputy Director of Business Administration of the Lessee are each

1 hereby designated to act as authorized representatives of the Lessee for purposes of the Agreement and
2 each Lease Schedule until such time as the governing body of the Lessee shall designate any other or
3 different authorized representative for purposes of the Agreement and each Lease Schedule.

4 Section 5. SEVERABILITY. If any section, paragraph, clause or provision of this Resolution
5 shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such
6 section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

7 Section 6. REPEALER. All bylaws, orders and resolutions or parts thereof, inconsistent
8 herewith, are hereby repealed to the extent only of such inconsistency. This repealer shall not be
9 construed as reviving any bylaw, order, resolution or ordinance or part thereof.

10 Section 7. EFFECTIVE DATE. This Resolution shall be effective immediately upon its
11 approval and adoption.

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BANC OF AMERICA PUBLIC CAPITAL CORP
MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3127187**
FOR
EXHIBIT A

BANC OF AMERICA PUBLIC CAPITAL CORP
LEASE SCHEDULE

MASTER EQUIPMENT LEASE-PURCHASE
AGREEMENT NO.: **3127187**

DATE OF MASTER EQUIPMENT
LEASE-PURCHASE AGREEMENT: **DECEMBER 18, 2012**

LEASE SCHEDULE NO.: **500-3132248-000**

DATE OF LEASE SCHEDULE: **JUNE 25, 2013**

COMMENCEMENT DATE: **Date of funding, as confirmed by notice from Lessor to Lessee.**

FULL LEASE TERM: **7 Years From the Date of Lease Schedule.**

LESSEE: **COUNTY OF RIVERSIDE, CA**

1. DESCRIPTION OF THE EQUIPMENT:

<u>SUPPLIER</u>	<u>QUANTITY</u>	<u>DESCRIPTION OF UNITS OF EQUIPMENT</u>	<u>SERIAL NUMBERS*</u> <u>(IF AVAILABLE)</u>
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**See Preliminary Cisco Communications Equipment & Services
Description attached hereto and made a part hereof**

together with all accessories, attachments, substitutions and accessions.

2. EQUIPMENT LOCATION: Various County facilities throughout Riverside County

* Lessee authorizes Lessor to insert serial numbers and additional description details of Equipment when determined by Lessor as provided in Section 16(g) of the Master Equipment Lease/Purchase Agreement.

3. The Rental Payments shall be made for the Equipment as follows:

DATE	PAYMENT	INTEREST	PRINCIPAL	PURCHASE OPTION PRICE*
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See Payment Schedules attached hereto and made a part hereof.

The original purchase price of the Equipment is \$3,000,000.00. The effective interest rate to Lessee is 0.00% after the financing incentive is taken into consideration.

* LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR. IS \$2,700,000.00 AND THAT SUCH AMOUNT IS THE ISSUE PRICE FOR THE SCHEDULE FOR FEDERAL INCOME TAX PURPOSES. THE DIFFERENCE BETWEEN THE PRINCIPAL AMOUNT OF THIS SCHEDULE AND THE ISSUE PRICE IS THE FINANCING INCENTIVE OR ORIGINAL ISSUE DISCOUNT ("OID"), AS DEFINED IN SECTION 1288 OF THE CODE. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 2.349%. SUCH ISSUE PRICE WILL BE STATED IN THE APPLICABLE FORM 8038-G. YOU AGREE THAT THE REFERENCE TO "INTEREST" IN SECTION 14 OF THE AGREEMENT SHALL INCLUDE THE FINANCING INCENTIVE (OID).

4. For purposes of this Lease, "State" means the State of CALIFORNIA.

5. Lessee's current Fiscal Period extends from 07/01/12 to 06/30/13.

6. The terms and provisions of the Master Equipment Lease/Purchase Agreement described above (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.

7. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in such Master Equipment Lease/Purchase Agreement (particularly Section 3 thereof) are true and correct as though made on the date of execution of this Lease Schedule.

COUNTY OF RIVERSIDE, CA,
as lessee

BANC OF AMERICA PUBLIC CAPITAL CORP
as lessor

By: _____
Printed Name: _____
Title: Title: _____

By: _____
Printed Name: _____
Title: _____

Counterpart No. 1 of 1 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.

* Assumes all Rental Payments and Additional Payments due on and prior to that date have been paid.

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 6/13/13

500-3132248-000

FINANCING INCENTIVE RATE PAYMENT SCHEDULE

PAYMENT NO.	PAYMENT DUE DATE	PAYMENT	INTEREST	PRINCIPAL	PRINCIPAL BALANCE
Commencement Date:	06/28/2013				3,000,000.00
1	07/31/2014	250,000.00	0.00	250,000.00	2,750,000.00
2	07/31/2015	250,000.00	0.00	250,000.00	2,500,000.00
3	07/31/2016	500,000.00	0.00	500,000.00	2,000,000.00
4	07/31/2017	500,000.00	0.00	500,000.00	1,500,000.00
5	07/31/2018	500,000.00	0.00	500,000.00	1,000,000.00
6	07/31/2019	500,000.00	0.00	500,000.00	500,000.00
7	07/31/2020	500,000.00	0.00	500,000.00	0.00
Grand Totals		3,000,000.00	0.00	3,000,000.00	

The original purchase price of the Equipment is \$3,000,000.00. The effective interest rate to Lessee is 0.00% after the financing incentive is taken into consideration.

PAYMENT SCHEDULE

PAYMENT NO.	PAYMENT DUE DATE	PAYMENT	INTEREST	PRINCIPAL	PURCHASE OPTION PRICE*
Commencement Date	06/28/2013	3,000,000.00			3,000,000.00
Financing Incentive*	09/15/2013		15,099.18	300,000.00-	N/A
1	07/31/2014	250,000.00	56,335.71	193,664.29	2,750,000.00
2	07/31/2015	250,000.00	59,877.95	190,122.05	2,500,000.00
3	07/31/2016	500,000.00	55,363.01	444,636.99	2,000,000.00
4	07/31/2017	500,000.00	44,803.97	455,196.03	1,500,000.00
5	07/31/2018	500,000.00	33,994.17	466,005.83	1,000,000.00
6	07/31/2019	500,000.00	22,927.66	477,072.34	500,000.00
7	07/31/2020	500,000.00	11,598.35	488,401.65	0.00
Grand Totals		3,000,000.00	300,000.00	2,700,000.00	

*** LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR. IS \$2,700,000.00 AND THAT SUCH AMOUNT IS THE ISSUE PRICE FOR THE SCHEDULE FOR FEDERAL INCOME TAX PURPOSES. THE DIFFERENCE BETWEEN THE PRINCIPAL AMOUNT OF THIS SCHEDULE AND THE ISSUE PRICE IS THE FINANCING INCENTIVE OR ORIGINAL ISSUE DISCOUNT ("OID"), AS DEFINED IN SECTION 1288 OF THE CODE. THE YIELD FOR THIS SCHEDULE FOR FEDERAL INCOME TAX PURPOSES IS 2.349%. SUCH ISSUE PRICE WILL BE STATED IN THE APPLICABLE FORM 8038-G. YOU AGREE THAT THE REFERENCE TO "INTEREST" IN SECTION 14 OF THE AGREEMENT SHALL INCLUDE THE FINANCING INCENTIVE (OID).**

* Assumes all Rental Payments and Additional Payments due on and prior to that date have been paid.

COUNTY OF RIVERSIDE, CA

500-3132248-000

PRELIMINARY EQUIPMENT DESCRIPTION

Cisco Communications Equipment & Services Description attached hereto and made a part hereof

Riverside County CNP			
Revised Equipment List			
<u>PART#</u>	<u>QTY</u>	<u>DESCRIPTION</u>	
<u>ELA Support</u>			
CON-NCDSW-EAUCBN DL	1	CMB SVC ESW EA Top Level Part Nu	
CON-NCDSW-EAUCUSER	62500	CMB SVC ESW EA UC Applications User	
<u>Additional Materials</u>			
CP-6945-C-K9=	16000	Cisco UC Phone 6945, Charcoal, Standard Handset	
CP-6921-C-K9=	2626	Cisco UC Phone 6921, Charcoal, Standard Handset	
CP-7925G-A-K9	510	Cisco 7925G FCC; CM/CME UL Reqd; Battery/PS Not 0	
CP-7925G-SW-K9-A	510	Cisco 7925G Software, FCC	
CP-BATT-7925G-STD=	510	Cisco 7925G Battery, Standard	
CP-PWR-7925G-NA=	510	Cisco 7925G Power Supply for North America	
CP-7916=	670	7916 UC Phone Color Expansion Module	
CP-PWR-CORD-NA=	670	7900 Series Transformer Power Cord, North America	
CP-PWR-CUBE-3=	670	IP Phone power transformer for the 7900 phone series	
CP-SINGLFOOTSTAND=	670	Footstand kit for single 7914, 7915, or 7916	
CP-7916=	70	7916 UC Phone Color Expansion Module	
CP-7916=	70	7916 UC Phone Color Expansion Module	
CP-PWR-CORD-NA=	70	7900 Series Transformer Power Cord, North America	
CP-PWR-CUBE-3=	70	IP Phone power transformer for the 7900 phone series	
CP-DOUBLFOOTSTAND=	70	Footstand kit for 2 7914s, 7915s, and 7916s	
CP-7965G=	1220	Cisco UC Phone 7965, Gig Ethernet, Color, spare	
VG224-4PACK	40	4 Pack of VG224 High Density Analog Gateway	
SVGVG-12422T	160	Cisco VG200 Series IP SUBSET/VOICE	
CAB-AC	160	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	
MEM-224-1X64F-U	160	64MB Flash Memory for VG224 (Factory Upgrade)	
MEM-224-1X128D-U	320	128MB DRAM Memory for VG224 (Factory Upgrade)	
GNR-25PC2590DEG	160	GENERIC CABLE END 25 PC 25 90DEG	
VG224-MP	160	VG224 for MultiPack	
CON-SNT-VG224-MP	800	SMARTNET 8X5XNBD VG224 for MultiPack	
CON-SNT-VG2244P	200	SMARTNET 8X5XNBD 4Pack of VG224High dens analog gateway	
UCUCS-EZ-C240M3S	6	UCS C240 M3 SFF, dual-8-core/2.7 GHz, 96 GB RAM, 16x300GB 15	

UCS-CPU-E5-2680		12		2.70 GHz E5-2680 130W 8C/20MB Cache/DDR3 1600MHz
UCS-MR-1X041RY-A		48		4GB DDR3-1600-MHz RDIMM/PC3-12800/single rank/1.35v
UCS-MR-1X082RY-A		48		8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v
UCS-HDD300GI2F105		96		300GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted
UCS-RAID-9266CV		6		MegaRAID 9266CV-8i w/TFM + Super Cap
UCSC-PCIE-IRJ45		12		Intel i350 Quad Port 1Gb Adapter
UCSC-PSU2-1200		12		1200W 2u Power Supply For UCS
N20-BBLKD		48		UCS 2.5 inch HDD blanking panel
UCSC-HS-C240M3		12		Heat Sink for UCS C240 M3 Rack Server
UCSC-RAIL-2U		6		2U Rail Kit for UCS C-Series servers
UCSC-SD-16G-C240		6		16GB SD Card Module for C240 Servers
UCSC-PCIF-01F		12		Full height PCIe filler for C-Series
CAB-9K12A-NA		12		Power Cord, 125VAC 13A NEMA 5-15 Plug, North America
CON-SNT-UC240M3S		30		SMARTNET 8X5XNBD UCS C240 M3 Server
VMW-VS5-ST-5A=		12		VMware vSphere 5 Standard (1 CPU), 5yr, Support Required
UCS-VMW-TERMS		12		Acceptance of Terms, Standalone VMW License for UCS Servers
CON-ISV1-VS5STD5A		60		ISV 24X7 VMware vSphere Standard, List Price is ANNUAL
VMW-VC5-STD-5A=		1		VMware vCenter 5 Server Standard, 5 yr support required
UCS-VMW-TERMS		1		Acceptance of Terms, Standalone VMW License for UCS Servers
CON-ISV1-VC5STD5A		5		ISV 24X7 VMware vCenterServer Standard, List Price is ANNUAL
UC, UCxn, Presence Servers				
UCUCS-EZ-C220M3S		1		UCS C220 M3 SFF dual-4-core/3.3 GHz, 64 GB RAM, 8x300 GB 15K
UCS-CPU-E5-2643		2		3.30 GHz E5-2643/130W 4C/10MB Cache/DDR3 1600MHz
UCS-MR-1X082RY-A		8		8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v
UCS-HDD300GI2F105		8		300GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted
UCS-RAID-9266CV		1		MegaRAID 9266CV-8i w/TFM + Super Cap
UCSC-PCIE-IRJ45		1		Intel i350 Quad Port 1Gb Adapter
UCSC-PSU-650W		2		650W power supply for C-series rack servers
UCSC-HS-C220M3		2		Heat Sink for UCS C220 M3 Rack Server
UCSC-RAIL1		1		Rail Kit for C220, C22, C24 rack servers
UCSC-SD-16G-C220		1		16GB SD Card Module for C220 servers
CAB-9K12A-NA		2		Power Cord, 125VAC 13A NEMA 5-15 Plug, North America
CON-SNT-UC220M3S		5		SMARTNET 8X5XNBD UCS C220 M3 Server
VMW-VS5-ST-5A=		2		VMware vSphere 5 Standard (1 CPU), 5yr, Support Required
UCS-VMW-TERMS		2		Acceptance of Terms, Standalone VMW License for UCS Servers
Subscriber for Hospital				
CUAC9X-ATT-CON		1		Cisco Unifed Attendant Console 9.x
CUACP9X-ATT-CON		5		Cisco Unified Attendant Console Premium Edition 9.x
CON-ESW-CUACP9XA		25		ESSENTIAL SW Cisco Unified Attend
UCSS-U-ATT-PRE-5-1		5		UCSS for Att Console Premium - 1 Instance Five Year Sub
CUAC9X-ATT-CON		1		Cisco Unifed Attendant Console 9.x

CUACP9X-ATT-CON		1	Cisco Unified Attendant Console Premium Edition 9.x
CON-ESW-CUACP9XA		5	ESSENTIAL SW Cisco Unified Attend
UCSS-U-ATT-PRE-5-1		1	UCSS for Att Console Premium - 1 Instance Five Year Sub
N2K-C2248TF-1GE		2	Nexus 2248TP with 8 FET (2 AC PS, 1 Fan (Std Airflow))
FET-10G		16	10G Line Extender for FEX
CAB-9K12A-NA		4	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America
CON-SNT-N2248F		10	SMARTNET 8X5XNBD Nexus 2248TP with 8 FET
Core switches\Riverside core - 2248			
CISCO3945-V/K9		1	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK
PWR-3900-AC		1	Cisco 3925/3945 AC Power Supply
3900-FANASSY		1	Cisco 3925/3945 Fan Assembly (Bezel 0)
C3900-SPE150/K9		1	Cisco Services Performance Engine 150 for Cisco 3945 ISR
MEM-3900-1GB-DEF		1	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)
MEM-CF-256MB		1	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
SL-39-IPB-K9		1	IP Base License for Cisco 3925/3945
SL-39-UC-K9		1	Unified Communication License for Cisco 3900 Series
PI-MSE-PRMO-INSRT		1	Insert, Packout - PI-MSE
VVIC3-4MFT-T1/E1		1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
S39UK9-15204M		1	Cisco 3925-3945 IOS UNIVERSAL
PVDM3-64U256		1	PVDM3 64-channel to 256-channel factory upgrade
CAB-AC		1	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
ISR-CCP-EXP-NOCONF		1	Cisco Config Pro Express on Router Flash w/o default config
PVDM3-256		1	256-channel high-density voice and video DSP module
FL-CUBEE-25		1	Unified Border Element Enterprise License - 25 sessions
CON-SNT-3945V		5	SMARTNET 8X5XNBD Cisco 3945 Voice Bundle, UC License PAK
PSTN Gateways\Arlington			
CISCO3945-V/K9		1	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK
PWR-3900-AC		1	Cisco 3925/3945 AC Power Supply
3900-FANASSY		1	Cisco 3925/3945 Fan Assembly (Bezel 0)
C3900-SPE150/K9		1	Cisco Services Performance Engine 150 for Cisco 3945 ISR
MEM-3900-1GB-DEF		1	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)
MEM-CF-256MB		1	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
SL-39-IPB-K9		1	IP Base License for Cisco 3925/3945
SL-39-UC-K9		1	Unified Communication License for Cisco 3900 Series
PI-MSE-PRMO-INSRT		1	Insert, Packout - PI-MSE
VVIC3-4MFT-T1/E1		1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
S39UK9-15204M		1	Cisco 3925-3945 IOS UNIVERSAL
PVDM3-64U256		1	PVDM3 64-channel to 256-channel factory upgrade
CAB-AC		1	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
ISR-CCP-EXP-NOCONF		1	Cisco Config Pro Express on Router Flash w/o default config
PVDM3-256		1	256-channel high-density voice and video DSP module
CON-SNT-3945V		5	SMARTNET 8X5XNBD Cisco 3945 Voice Bundle, UC License PAK

PSTN Gateways\Hemet			
CISCO3945-V/K9	1		Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK
PWR-3900-AC	1		Cisco 3925/3945 AC Power Supply
3900-FANASSY	1		Cisco 3925/3945 Fan Assembly (Bezel 0)
C3900-SPE150/K9	1		Cisco Services Performance Engine 150 for Cisco 3945 ISR
MEM-3900-1GB-DEF	1		1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)
MEM-CF-256MB	1		256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
SL-39-IPB-K9	1		IP Base License for Cisco 3925/3945
SL-39-UC-K9	1		Unified Communication License for Cisco 3900 Series
SM-HDD-SATA-500GB	2		500 GB hard disk drive for SRE 710 and 910
SM-MEM-VLP-2GB	2		2GB very low profile SDRAM for SRE service modules
PI-MSE-PRMO-INSRT	1		Insert, Packout - PI-MSE
VVIC3-4MFT-T1/E1	1		4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
S39UK9-15204M	1		Cisco 3925-3945 IOS UNIVERSAL
PVDM3-64U256	1		PVDM3 64-channel to 256-channel factory upgrade
CAB-AC	1		AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
ISR-CCP-EXP-NOCONF	1		Cisco Config Pro Express on Router Flash w/o default config
FL-CUBEE-100	1		Unified Border Element Enterprise License - 100 sessions
PVDM3-256	1		256-channel high-density voice and video DSP module
SM-SRE-910-K9	1		SRE 910 (4-8GB MEM,2x500GB 7k HDD,2C CPU) for router bundle
SM9-CUSP	1		CUSP software container for SM-SRE-900-K9
SCUSP-SM-8.5-K9	1		Cisco Unified SIP Proxy Release 8.5
FL-CUSP-30	1		CUSP Feature License for 30 SIP requests/second
CON-SNT-CUSP30	5		SMARTNET 8X5XNBD Cisco Unified SIP Proxy 30 count feature
CON-SAU-SMSRE910	5		SW APP SUPP + UPGR Services Ready Engine 910
CON-SNT-3945V	5		SMARTNET 8X5XNBD Cisco 3945 Voice Bundle, UC License PAK
PSTN Gateways\Indio			
CISCO3945-V/K9	1		Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK
PWR-3900-AC	1		Cisco 3925/3945 AC Power Supply
3900-FANASSY	1		Cisco 3925/3945 Fan Assembly (Bezel 0)
C3900-SPE150/K9	1		Cisco Services Performance Engine 150 for Cisco 3945 ISR
MEM-3900-1GB-DEF	1		1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)
MEM-CF-256MB	1		256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
SL-39-IPB-K9	1		IP Base License for Cisco 3925/3945
SL-39-UC-K9	1		Unified Communication License for Cisco 3900 Series
PI-MSE-PRMO-INSRT	1		Insert, Packout - PI-MSE
VVIC3-4MFT-T1/E1	1		4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
S39UK9-15204M	1		Cisco 3925-3945 IOS UNIVERSAL
PVDM3-64U256	1		PVDM3 64-channel to 256-channel factory upgrade
CAB-AC	1		AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
ISR-CCP-EXP-NOCONF	1		Cisco Config Pro Express on Router Flash w/o default config
PVDM3-256	1		256-channel high-density voice and video DSP module
FL-CME-SRST-100	5		Cisco Communication Manager or SRST- 100 seat license
FL-SRST	1		Cisco Survivable Remote Site Telephony License
FL-CUBEE-25	1		Unified Border Element Enterprise License - 25 sessions

CON-SNT-3945V		5		SMARTNET 8X5XNBD Cisco 3945 Voice Bundle, UC License PAK
PSTN Gateways\Moreno Valley				
CISCO3945-V/K9		1		Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK
PWR-3900-AC		1		Cisco 3925/3945 AC Power Supply
3900-FANASSY		1		Cisco 3925/3945 Fan Assembly (Bezel 0)
C3900-SPE150/K9		1		Cisco Services Performance Engine 150 for Cisco 3945 ISR
SL-39-IPB-K9		1		IP Base License for Cisco 3925/3945
SL-39-UC-K9		1		Unified Communication License for Cisco 3900 Series
SM-MEM-VLP-2GB		2		2GB very low profile SDRAM for SRE service modules
SM-HDD-SATA-500GB		2		500 GB hard disk drive for SRE 710 and 910
PI-MSE-PRMO-INSRT		1		Insert, Packout - PI-MSE
VVIC3-4MFT-T1/E1		2		4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
S39UK9-15204M		1		Cisco 3925-3945 IOS UNIVERSAL
PVDM3-64U256		1		PVDM3 64-channel to 256-channel factory upgrade
CAB-AC		1		AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
ISR-CCP-EXP-NOCONF		1		Cisco Config Pro Express on Router Flash w/o default config
PVDM3-256		1		256-channel high-density voice and video DSP module
MEM-3900-1GU2GB		1		1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR
MEM-CF-256U1GB		1		256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900
SM-SRE-910-K9		1		SRE 910 (4-8GB MEM,2x500GB 7k HDD,2C CPU) for router bundle
SM9-CUSP		1		CUSP software container for SM-SRE-900-K9
SCUSP-SM-8.5-K9		1		Cisco Unified SIP Proxy Release 8.5
FL-CUSP-30		1		CUSP Feature License for 30 SIP requests/second
CON-SNTP-CUSP30		5		SMARTNET 24X7X4 Cisco Unified SIP Proxy 30 count feature
CON-SAU-SMSRE910		5		SW APP SUPP + UPGR Services Ready Engine 910
FL-CUBEE-100		1		Unified Border Element Enterprise License - 100 sessions
CON-SNT-3945V		5		SMARTNET 8X5XNBD Cisco 3945 Voice Bundle, UC License PAK
PSTN Gateways\Riverside 1				
CISCO3945-V/K9		1		Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK
PWR-3900-AC		1		Cisco 3925/3945 AC Power Supply
3900-FANASSY		1		Cisco 3925/3945 Fan Assembly (Bezel 0)
C3900-SPE150/K9		1		Cisco Services Performance Engine 150 for Cisco 3945 ISR
SL-39-IPB-K9		1		IP Base License for Cisco 3925/3945
SL-39-UC-K9		1		Unified Communication License for Cisco 3900 Series
PI-MSE-PRMO-INSRT		1		Insert, Packout - PI-MSE
VVIC3-4MFT-T1/E1		2		4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
S39UK9-15204M		1		Cisco 3925-3945 IOS UNIVERSAL
PVDM3-64U256		1		PVDM3 64-channel to 256-channel factory upgrade
CAB-AC		1		AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
ISR-CCP-EXP-NOCONF		1		Cisco Config Pro Express on Router Flash w/o default config
PVDM3-256		1		256-channel high-density voice and video DSP module
MEM-3900-1GU2GB		1		1GB to 2GB DRAM Upgrade (1GB+1GB) for Cisco 3925/3945 ISR
MEM-CF-256U1GB		1		256MB to 1GB Compact Flash Upgrade for Cisco 1900,2900,3900
FL-CUBEE-100		1		Unified Border Element Enterprise License - 100 sessions
CON-SNT-3945V		5		SMARTNET 8X5XNBD Cisco 3945 Voice Bundle, UC License PAK

PSTN Gateways\Riverside 2			
CISCO3945-V/K9	1		Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK
PWR-3900-AC	1		Cisco 3925/3945 AC Power Supply
3900-FANASSY	1		Cisco 3925/3945 Fan Assembly (Bezel 0)
C3900-SPE150/K9	1		Cisco Services Performance Engine 150 for Cisco 3945 ISR
MEM-3900-1GB-DEF	1		1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)
MEM-CF-256MB	1		256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
SL-39-IPB-K9	1		IP Base License for Cisco 3925/3945
SL-39-UC-K9	1		Unified Communication License for Cisco 3900 Series
PI-MSE-PRMO-INSRT	1		Insert, Packout - PI-MSE
VVIC3-4MFT-T1/E1	2		4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
S39UK9-15204M	1		Cisco 3925-3945 IOS UNIVERSAL
PVDM3-64U256	1		PVDM3 64-channel to 256-channel factory upgrade
CAB-AC	1		AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
ISR-CCP-EXP-NOCONF	1		Cisco Config Pro Express on Router Flash w/o default config
PVDM3-256	1		256-channel high-density voice and video DSP module
FL-CME-SRST-100	1		Cisco Communication Manager or SRST- 100 seat license
FL-SRST	1		Cisco Survivable Remote Site Telephony License
CON-SNT-3945V	5		SMARTNET 8X5XNBD Cisco 3945 Voice Bundle, UC License PAK
PSTN Gateways\Temecula			
CISCO3945-V/K9	1		Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK
PWR-3900-AC	1		Cisco 3925/3945 AC Power Supply
3900-FANASSY	1		Cisco 3925/3945 Fan Assembly (Bezel 0)
C3900-SPE150/K9	1		Cisco Services Performance Engine 150 for Cisco 3945 ISR
MEM-3900-1GB-DEF	1		1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)
MEM-CF-256MB	1		256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
SL-39-IPB-K9	1		IP Base License for Cisco 3925/3945
SL-39-UC-K9	1		Unified Communication License for Cisco 3900 Series
PI-MSE-PRMO-INSRT	1		Insert, Packout - PI-MSE
VVIC3-4MFT-T1/E1	3		4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
S39UK9-15204M	1		Cisco 3925-3945 IOS UNIVERSAL
PVDM3-64U256	1		PVDM3 64-channel to 256-channel factory upgrade
CAB-AC	1		AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
ISR-CCP-EXP-NOCONF	1		Cisco Config Pro Express on Router Flash w/o default config
PVDM3-256	1		256-channel high-density voice and video DSP module
CON-SNT-3945V	5		SMARTNET 8X5XNBD Cisco 3945 Voice Bundle, UC License PAK
PSTN Gateways\Solidis IVR Gateway			
CISCO3945-V/K9	1		Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK
PI-MSE-PRMO-INSRT	1		Insert, Packout - PI-MSE
PWR-3900-AC	1		Cisco 3925/3945 AC Power Supply
3900-FANASSY	1		Cisco 3925/3945 Fan Assembly (Bezel 0)
C3900-SPE150/K9	1		Cisco Services Performance Engine 150 for Cisco 3945 ISR
MEM-3900-1GB-DEF	1		1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)

MEM-CF-256MB		1	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
SL-39-IPB-K9		1	IP Base License for Cisco 3925/3945
SL-39-UC-K9		1	Unified Communication License for Cisco 3900 Series
VVIC3-4MFT-T1/E1		3	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
S39UK9-15204M		1	Cisco 3925-3945 IOS UNIVERSAL
PVDM3-64U256		1	PVDM3 64-channel to 256-channel factory upgrade
CAB-AC		1	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
ISR-CCP-EXP-NOCONF		1	Cisco Config Pro Express on Router Flash w/o default config
PVDM3-256		1	256-channel high-density voice and video DSP module
CON-SNT-3945V		5	SMARTNET 8X5XNBD Cisco 3945 Voice Bundle, UC License PAK
<u>PSTN Gateways\RCRMC Gateway</u>			
L-FL-VXML-12=		40	VXML - 12 session E-Delivery RTU
BOG-TAMB		6	TELEPHONE ACCESS MODULE
ES+20G3C-2PK		1	7600-ES+20G3C, Bundle 2 Pack
76-ES+BASIC-LIC		2	ES+ Basic License with IPv6 (no MVPN/6vPE/MPLS VPN)
ES+20G3C-BUN		2	7600 ES+ Line Card, 20xGE SFP with DFC 3C
CON-SNTP-ES20G3CB		10	SMARTNET 24X7X4 7600 ES+ Line Card, 20xGE SFP with DFC
CON-SNTP-ES20G3C2		5	SMARTNET 24X7X4 7600-ES+20G3C, Bundle 2 Pack
<u>Hub 1&2 Upgrade\2x 20 port 1G linecards</u>			
VS-S2T-10G=		2	Cat 6500 Sup 2T with 2 x 10GbE and 3 x 1GbE with MSFC5 PFC4
MEM-C6K-INTFL1GB		2	Internal 1G Compact Flash
MEM-SUP2T-2GB		2	Catalyst 6500 2GB memory for Sup2T and Sup2TXL
VS-F6K-PFC4		2	Cat 6k 80G Sys Daughter Board Sup2T PFC4
VS-SUP2T-10G		2	Catalyst 6500 Supervisor Engine 2T Baseboard
S2TISK9-15001SY		2	Cisco CAT6000-VS-S2T IOS IP SERV FULL ENCRYPT
<u>Core 6500 Upgrades\4x SUP 2T</u>			
WS-X6904-40G-2T=		4	Catalyst 6900 Series 4-port 40G/16-port 10G Fiber Mod DFC4
WS-F6K-DFC4-E		4	Catalyst 6500 Dist Fwd Card DFC4
WS-X6904-40G		4	Catalyst 6500 4x40G/16x10G Baseboard
CVR-CFP-4SFP10G		16	CFP to SFP10G Adapter module
<u>Core 6500 Upgrades\4x 16 port 10G (4x40G)</u>			
SFP-10G-LR=		12	10GBASE-LR SFP Module
SFP-10G-SR=		8	10GBASE-SR SFP Module
<u>Required Optics</u>			
SFP-10G-LR=		4	10GBASE-LR SFP Module
SFP-10G-SR=		4	10GBASE-SR SFP Module

SFP-10G-SR=		8		10GBASE-SR SFP Module					
SFP-10G-LR=		4		10GBASE-LR SFP Module					
SFP-10G-SR=		4		10GBASE-SR SFP Module					
GLC-LH-SMD=		1		1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM					
GLC-ZX-SMD=		1		1000BASE-ZX SFP transceiver module, SMF, 1550nm, DOM					
Contact Center									
CCE-PAC-BUNDLE		1		Packaged CCE					
CCE-PAC-CVP-LIC		4		CVP Server and Port License PAKs					
CUIC-V-STD-PAK		1		Licensing PAK For CUIC Standard - UCS or MCS					
CCEH-MEDIA90-K9		1		Media Kit for Unified CC Enterprise and Hosted 9.0					
CCE-PAC-CVP-STU-90		2		Call Studio 9.0					
CCEH-FINESSE-SVR-L		1		Cisco Finesse Server SW HA Pair for CCE					
CVP-90-SERVER-SW		4		CVP 9.0 Server Software					
IPCE-DIALPORT-L		100		IPCC ENTERPRISE OUTBOUND DIALER PORT					
CVP-9X-PTS-TOTAL		1022		CVP 9.X Total No PT - Auto Gen value					
CCEH-CUIC-STD		2		License for Cisco Unified Intelligence Center Standard					
UCS-SD-16G		2		16GB SD Card module for UCS Servers					
UCSX-MLOM-001		2		Modular LOM For UCS					
UCSC-HS-01-C260		4		CPU HEAT SINK for UCS C260 M2 RACK SERVER					
UCS-CPU-E72870		4		2.4 GHz E7-2870 130W 10C / 30M Cache					
A03-D300GA2		32		300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted					
UCSC-DBKP-08E		4		8 Drive Backplane W/ Expander For C-Series					
C260-MRBD-002		32		2 DIMM Memory Riser Board For C260					
UCSC-BBU-11-C260		2		RAID battery backup for LSI Electr controller for C260					
UCSC-PSU2-1200		4		1200W 2u Power Supply For UCS					
R2XX-PL003		2		LSI 6G MegaRAID 9261-8i card (RAID 0,1,5,6,10,60) - 512WC					
UCSC-RAIL-2U		2		2U Rail Kit for UCS C-Series servers					
UCSC-PCIF-01F		4		Full height PCIe filler for C-Series					
UCSC-PCIF-01H		4		Half height PCIe filler for UCS					
UCSC-RC-P8M-C260		4		.79m SAS RAID Cable for C260					
UCS-MKIT-041RX-C		64		Mem kit for UCS-MR-2X041RX-C					
UCS-MR-2X041RX-C		32		2X4GB DDR3-1333-MHz RDIMM/PC3-10600/single rank/x8/1.35v					
UCSC-PCIE-IRJ45		2		Intel i350 Quad Port 1Gb Adapter					
CCE-PAC-M1		1		CCE and CVP Deployment Package M1					
CCE-PAC-AGENT		511		CCE Packaged Agent					
UCSS-U-CCEPCAGT-5Y		511		UCSS for CCE Packaged Agent - 5 Year Sub					
SP-ESW-CCEPAGE		2555		SP ESSENTIAL SW CCE Packaged Agent					
SP-ESW-CCFINSVR		5		SP ESSENTIAL SW Cisco Finesse Server SW for CCE					
CON-ESW-CVP-90-S		20		ESSENTIAL SW CVP 9.0 Server Softw					
SP-ESW-IPEDIALP		500		SP Essential SW IPCC ENTERPRISE OUTBOUND DIALER PORT					
UCSS-U-CCE-DP-5-1		100		UCSS for CCE Dial Ports One Year - 1 Port 5 Year Sub					

AIR-CT8510-SW-7.4		1	Cisco 8510 Wireless Controller SW Rel. 7.4
AIR-SVR-CAB		1	Ethernet Cables
CON-SNT-AIRCT85		5	SMARTNET 8X5XNBD Cisco 8510 Series Hi
SFP-10G-SR=		8	10GBASE-SR SFP Module
AIR-CAP2602I-AK910		300	802.11n CAP 10APs w/CleanAir; 3x4:3SS; Mod; Int; A RegDomain
AIR-CAP2602I-ABULK		3000	BOM Level AP2600i Bulk PID for A reg domain
SWAP2600-RCOVRY-K9		300	Cisco 2600 Series IOS WIRELESS LAN RECOVERY
AIR-AP-BRACKET-2		3000	802.11n AP Universal Mounting Bracket
AIR-AP-T-RAIL-R		3000	Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)
AIR-CHNL-ADAPTER		3000	T-Rail Channel Adapter for Cisco Aironet Access Points
AIR-CT5508-12-K9		2	Cisco 5508 Series Wireless Controller for up to 12 APs
LIC-CT5508-12		2	12 AP Base license
LIC-CT5508-BASE		2	Base Software License
SWC5500K9-60		2	Cisco Unified Wireless Controller SW Release 6.0
PI-MSE-PRMO-INSRT		2	Insert, Packout - PI-MSE
GLC-T=		8	1000BASE-T SFP
AIR-PWR-5500-AC		2	Cisco 5500 Series Wireless Controller Redundant Power Supply
AIR-PWR-CORD-NA		4	AIR Line Cord North America
CON-SNT-CT0812		10	SMARTNET 8X5XNBD Cisco 5508 Series Wi
Anchor Controllers\County Guest Anchors			
R-PI12-K9		1	Cisco Prime Infrastructure 1.2
L-PI12-LF-2.5K-LIC		1	Prime Infrastructure 1.2 - Lifecycle - 2.5K Device Lic PAK
L-PI12-LF-500-LIC		1	Prime Infrastructure 1.2 - Lifecycle - 500 Device Lic PAK
L-PILMS42-2.5K		1	Prime Infrastructure LMS 4.2 - 2.5K Device Base Lic
L-PILMS42-500		1	Prime Infrastructure LMS 4.2 - 500 Device Base Lic
R-PI12-BASE-K9		1	Prime Infrastructure 1.2 Base License and Software
CON-SAU-PI12BASE		5	SW APP SUPP + UPGR NULL SKU-No line item services 0
L-PI12-LF-2.5K		1	Prime Infrastructure 1.2 - Lifecycle - 2.5K Device Lic
CON-SAU-PI12L25K		5	SW APP SUPP + UPGR PI 1.2 - Lifecycle - 2.5K Device Lic
L-PI12-LF-500		1	Prime Infrastructure 1.2 - Lifecycle - 500 Device Lic
CON-SAU-PI12LF5H		5	SW APP SUPP + UPGR PI 1.2 - Lifecycle - 500 Device Lic
CON-SAU-PI12K9B		5	SW APP SUPP + UPGR NULL SKU-No line item services 0
UCUCS-EZ-C240M3S		1	UCS C240 M3 SFF, dual-8-core/2.7 GHz, 96 GB RAM, 16x300GB 15
UCS-CPU-E5-2680		2	2.70 GHz E5-2680 130W 8C/20MB Cache/DDR3 1600MHz
UCS-MR-1X041RY-A		8	4GB DDR3-1600-MHz RDIMM/PC3-12800/single rank/1.35v
UCS-MR-1X082RY-A		8	8GB DDR3-1600-MHz RDIMM/PC3-12800/dual rank/1.35v
UCS-HDD300GI2F105		16	300GB 6Gb SAS 15K RPM SFF HDD/hot plug/drive sled mounted
UCS-RAID-9266CV		1	MegaRAID 9266CV-8i w/TFM + Super Cap
UCSC-PCIE-IRJ45		2	Intel i350 Quad Port 1Gb Adapter
UCSC-PSU2-1200		2	1200W 2u Power Supply For UCS

N20-BBLKD		8	UCS 2.5 inch HDD blanking panel
UCSC-HS-C240M3		2	Heat Sink for UCS C240 M3 Rack Server
UCSC-RAIL-2U		1	2U Rail Kit for UCS C-Series servers
UCSC-SD-16G-C240		1	16GB SD Card Module for C240 Servers
UCSC-PCIF-01F		2	Full height PCIe filler for C-Series
CAB-9K12A-NA		2	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America
CON-SNT-UC240M3S		5	SMARTNET 8X5XNBD UCS C240 M3 Server
VMW-VS5-ST-5A=		2	VMware vSphere 5 Standard (1 CPU), 5yr, Support Required
UCS-VMW-TERMS		2	Acceptance of Terms, Standalone VMW License for UCS Servers
CON-ISV1-VS5STD5A		10	ISV 24X7 VMware vSphere Standard, List Price is ANNUAL
Switches			
WS-C2960S-48FPS-L		540	Catalyst 2960S 48 GigE PoE 740W, 4 x SFP LAN Base
GLC-SX-MM=		1080	GE SFP, LC connector SX transceiver
CAB-16AWG-AC		540	AC Power cord, 16AWG
WS-C2960S-24PS-L		600	Catalyst 2960S 24 GigE PoE 370W, 4 x SFP LAN Base
GLC-SX-MM=		600	GE SFP, LC connector SX transceiver
CAB-16AWG-AC		600	AC Power cord, 16AWG
C2960S-STACK		600	Catalyst 2960S FlexStack Stack Module optional for LAN Base
WS-C3750X-24S-S		20	Catalyst 3750X 24 Port GE SFP IP Base
C3KX-PWR-350WAC		20	Catalyst 3K-X 350W AC Power Supply
S375XVK9T-12258SE		20	CAT 3750X IOS UNIVERSAL WITH WEB BASE DEV MGR
CAB-SPWR-30CM		20	Catalyst 3750X Stack Power Cable 30 CM
CAB-STACK-50CM		20	Cisco StackWise 50CM Stacking Cable
CAB-3KX-AC		20	AC Power Cord for Catalyst 3K-X (North America)
Routers			
C3925-CME-SRST/K9		10	3925 Voice Bundle w/ PVDM3-64,FL-CME-SRST-25, UC License PAK
PWR-3900-AC		10	Cisco 3925/3945 AC Power Supply
3900-FANASSY		10	Cisco 3925/3945 Fan Assembly (Bezel 0)
C3900-SPE100/K9		10	Cisco Services Performance Engine 100 for Cisco 3925 ISR
FL-CME-SRST-25		10	Communication Manager Express or SRST - 25 seat license
ISR-CCP-EXP		10	Cisco Config Pro Express on Router Flash
MEM-3900-1GB-DEF		10	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)
MEM-CF-256MB		10	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
PVDM3-64		10	64-channel high-density voice and video DSP module
SL-39-IPB-K9		10	IP Base License for Cisco 3925/3945
SL-39-UC-K9		10	Unified Communication License for Cisco 3900 Series
S39UK9-15204M		10	Cisco 3925-3945 IOS UNIVERSAL
FL-SRST		10	Cisco Survivable Remote Site Telephony License
CAB-AC		10	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
CON-SNT-3925CMST		50	SMARTNET 8X5XNBD 3925 Voice Bundle UC License PAK

C2951-CME-SRST/K9	60	2951 UC Bundle w/ PVDM3-32,FL-CME-SRST-25, UC License PAK
PWR-2921-51-AC	60	Cisco 2921/2951 AC Power Supply
FL-CME-SRST-25	60	Communication Manager Express or SRST - 25 seat license
ISR-CCP-EXP	60	Cisco Config Pro Express on Router Flash
MEM-2951-512MB-DEF	60	512MB DRAM (1 512MB DIMM) for Cisco 2951 ISR (Default)
MEM-CF-256MB	60	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
PVDM3-32	60	32-channel high-density voice and video DSP module
SL-29-IPB-K9	60	IP Base License for Cisco 2901-2951
SL-29-UC-K9	60	Unified Communication License for Cisco 2901-2951
S2951UK9-15204M	60	Cisco 2951 IOS UNIVERSAL
FL-SRST	60	Cisco Survivable Remote Site Telephony License
CAB-AC	60	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
CON-SNT-2951CMST	300	SMARTNET 8X5XNBD 2951 Voice Bundle w/ UC License PAK
C2921-CME-SRST/K9	46	2921 UC Bundle w/ PVDM3-32,FL-CME-SRST-25, UC License PAK
PWR-2921-51-AC	46	Cisco 2921/2951 AC Power Supply
FL-CME	46	Cisco Communications Manager Express License
S29UK9-15204M	46	Cisco 2901-2921 IOS UNIVERSAL
FL-CME-SRST-25	46	Communication Manager Express or SRST - 25 seat license
ISR-CCP-EXP	46	Cisco Config Pro Express on Router Flash
MEM-2900-512MB-DEF	46	512MB DRAM for Cisco 2901-2921 ISR (Default)
MEM-CF-256MB	46	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
PVDM3-32	46	32-channel high-density voice and video DSP module
SL-29-IPB-K9	46	IP Base License for Cisco 2901-2951
SL-29-UC-K9	46	Unified Communication License for Cisco 2901-2951
CAB-AC	46	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
CON-SNT-2921CMST	230	SMARTNET 8X5XNBD 2921 Voice Bundle w/ UC License PAK
C2911-CME-SRST/K9	24	2911 UC Bundle w/PVDM3-16,FL-CME-SRST-25, UC License PAK
PWR-2911-AC	24	Cisco 2911 AC Power Supply
FL-CME	24	Cisco Communications Manager Express License
S29UK9-15204M	24	Cisco 2901-2921 IOS UNIVERSAL
FL-CME-SRST-25	24	Communication Manager Express or SRST - 25 seat license
ISR-CCP-EXP	24	Cisco Config Pro Express on Router Flash
MEM-2900-512MB-DEF	24	512MB DRAM for Cisco 2901-2921 ISR (Default)
MEM-CF-256MB	24	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
PVDM3-16	24	16-channel high-density voice and video DSP module
SL-29-IPB-K9	24	IP Base License for Cisco 2901-2951
SL-29-UC-K9	24	Unified Communication License for Cisco 2901-2951
CAB-AC	24	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
CON-SNT-2911CMST	120	SMARTNET 8X5XNBD 2911 Voice Bundle w/ UC License PAK

C2901-CME-SRST/K9	240	2901 UC Bundle w/ PVDM3-16,FL-CME-SRST-25, UC License PAK
PWR-2901-AC	240	Cisco 2901 AC Power Supply
FL-CME	240	Cisco Communications Manager Express License
S29UK9-15204M	240	Cisco 2901-2921 IOS UNIVERSAL
FL-CME-SRST-25	240	Communication Manager Express or SRST - 25 seat license
ISR-CCP-EXP	240	Cisco Config Pro Express on Router Flash
MEM-2900-512MB-DEF	240	512MB DRAM for Cisco 2901-2921 ISR (Default)
MEM-CF-256MB	240	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR
PVDM3-16	240	16-channel high-density voice and video DSP module
SL-29-IPB-K9	240	IP Base License for Cisco 2901-2951
SL-29-UC-K9	240	Unified Communication License for Cisco 2901-2951
CAB-AC	240	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m
CON-SNT-2901CMST	1200	SMARTNET 8X5XNBD 2901 Voice Bundle w/ UC License PAK
FL-SRST-100=	120	Feat Lic Survivable Remote Site Telephony Up To 100 Users
VIC2-4FXO=	400	Four-port Voice Interface Card - FXO (Universal)
VVIC2-1MFT-T1/E1=	100	1-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
VVIC2-2MFT-T1/E1=	100	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
VIC3-4FXS/DID=	400	Four-Port Voice Interface Card - FXS and DID
L-SL-29-SEC-K9=	100	Security E-Delivery PAK for Cisco 2901-2951
L-SL-39-SEC-K9=	10	Security E-Delivery PAK for Cisco 3900 Series
Cisco Enterprise License Agreement		
EA-UC-K9-BUNDLE	1	EA Top Level Part Number
CUCICON-EA-K9-RTU	1	CUCICONNECT 8.x RTU for EA
CUCICONN-CLNT-EA	150	CUCIConnect Client License
CUCILYNC8-CLNT-EA	1500	CUCILYNC 8.x Client License
EA-9X-K9-PAK	1	EA 9.x PAK / SW Kit
EA-9X-TP-ROOM	125	TelePresence Room License for EA 9.x
EA-VID-TP-DKTP	25000	Desktop Video for EA
ER9-911-LIC-EA-SVR	4	ER 9.x 911 for EA - Server License
ER9-911-LIC-EA-USR	25000	ER 9.x 911 for EA - User License
IPC7-EA-RTU	1	IPC 7.x RTU for EA
IPC8-CLIENT-EA	3000	IP Communication 8.x Client License
JAB8-MAC-CLNT-EA	1500	Jabber for Mac 8.x Client License
JAB8-MAC-EA-RTU	1	Jabber 8.x for MAC RTU
JAB9-DSK-CLNT-EA	6000	Jabber for Desktop 9.x Client License
JAB9-DSK-EA-K9-RTU	1	Jabber 9.x for Desktop RTU

JAB9-IPAD-EA		3000	Jabber for iPad for EA			
JAB9-IPAD-EA-RTU		1	Jabber for iPad for EA RTU			
JAB9-SDK-CLNT-EA		150	Jabber for SDK Client License			
JAB9-SDK-EA-RTU		1	Jabber 8.x SDK RTU			
SME-90-EA		5000	Session Manager 9.0 Sessions for EA			
UCILYNC8-EA-K9-RTU		1	CUCILYNC 8.x RTU for EA			
UCIST9-EA		750	UC Integration for IBM Sametime 9.x for EA			
UCIST9-EA-K9-RTU		1	UC Integration for IBM Sametime 9.x RTU			
UCM-9X-EA-PRO		15000	UC Manager 9.x EA User License			
UCXN-9X-EA-PRO		15000	Unity Connection 9.x EA User License			
UPC8-CLIENT-EA		1500	UPC 8.x Client			
UPC8-EA-K9-RTU		1	UPC 8.x RTU for EA			
VOIP-ADR-EA-RTU		1	Dual Mode Android Client RTU for EA			
VOIP-ADR-LIC-EA		3000	Dual Mode Android Client for EA			
VOIP-IPH-EA-RTU		1	Dual Mode iPhone Client RTU for EA			
VOIP-IPH-LIC-EA		6000	Dual Mode iPhone Client for EA			
EA-UC-USER		12500	EA UC Applications User			
UCSS-UC-EA-5-1		12500	UCSS for EA UC Applications - 5 year			
EA-VERS-9.X		1	EA Version 9.x			

Exhibit A-1
(To Lease Schedule No. **500-3132248-000**)
CERTIFICATE OF ACCEPTANCE

The undersigned, as Lessee under that certain Master Equipment Lease/Purchase Agreement No. **3127187** dated as of **December 18, 2012** (the "Agreement") which is incorporated by reference into that certain Lease Schedule No. **500-3132248-000** dated as of **June 25, 2013** (the "Lease"), each with **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor ("Lessor"), hereby certifies:

1. The items of the Equipment identified in the Lease (the "Equipment") have been delivered and installed at the location(s) set forth therein.
2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.
3. The estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment.
4. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.
5. The Equipment is covered by insurance in the types and amounts required by the Lease.
6. No event of default, as such term is defined in the Lease, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.
7. Sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Lease during Lessee's current fiscal year.
8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth in the Lease by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.
9. The following documents are attached hereto and made a part hereof:
 - (a) Equipment List;
 - (b) Original Invoice(s); and
 - (c) Copies of Certificate(s) of Origin, when applicable, designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing.

If Lessee paid an invoice prior to the commencement date of the Lease and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2.

COUNTY OF RIVERSIDE, CA
as Lessee

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A-2
(To Lease Schedule No. **500-3132248-000**)

[ATTACH I.R.S. FORM 8038-G OR 8038-GC, AS APPROPRIATE]

EXHIBIT A-3
(To Lease Schedule No. **500-3132248-000**)

COPY OF INCUMBENCY CERTIFICATE, THE ORIGINAL OF WHICH IS ATTACHED TO THE MASTER
EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3127187** AS EXHIBIT B. ON FILE

EXHIBIT A-4
(To Lease Schedule No. **500-3132248-000**)

COPY OF OPINION OF LESSEE'S COUNSEL, THE ORIGINAL OF WHICH IS ATTACHED TO THE
MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3127187** AS EXHIBIT C. ON FILE

COUNTY OF RIVERSIDE



Board of Supervisors

District 1	Bob Buster 951-955-1010
District 2 <i>Chairman</i>	John F. Tavaglione 951-955-1020
District 3	Jeff Stone 951-955-1030
District 4	John Benoit 951-955-1040
District 5	Marion Ashley 951-955-1050

BANC OF AMERICA PUBLIC CAPITAL CORP
135 S. LaSalle Street
Mail Stop IL4-135-10-12
Chicago, Illinois 60603

Re: Master Equipment Lease/Purchase Agreement No. **3127187** dated as of **December 18, 2012** and Lease Schedule No. **500-3132248-000** dated as of **June 25, 2013**, each between **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor, and **COUNTY OF RIVERSIDE, CA**, as lessee - Essential Use of Equipment.

Gentlemen:

This letter is to confirm and affirm that the personal property (the "Equipment") subject to the above-referenced Lease Schedule No. **500-3132248-000** is essential to the governmental functions of **COUNTY OF RIVERSIDE, CA**, as lessee ("Lessee").

The Equipment will be used by Lessee for the purpose of performing one or more of Lessee's governmental functions consistent with the permissible scope of Lessee's authority and not in any trade or business carried on by any person other than Lessee.

Very truly yours,

COUNTY OF RIVERSIDE, CA

By: _____
Printed Name: _____
Title: _____

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis DATE: 6/13/13

EXHIBIT A-6
(To Lease Schedule No. 500-3132248-000)

JUNE 25, 2013

Insurance Agent: **JIM SESSIONS, RISK MANAGER**
Insurance Agency: **COUNTY OF RIVERSIDE AND CSAC EXCESS INSURANCE AUTHORITY**
Address: _____
Telephone Number: **(951) 955-3511**
Facsimile Number: _____

RE: Insurance Requirements Under the Master Equipment Lease/Purchase Agreement No3127187 dated as of **December 18, 2012** and Lease Schedule No. **500-3132248-000** dated as of **June 25, 2013**, each by and between **BANC OF AMERICA PUBLIC CAPITAL CORP,**
_____ as Lessor, and **COUNTY OF RIVERSIDE, CA,** as Lessee

Gentlemen:

In connection with the above-referenced Lease Schedule No. **500-3132248-000**, **COUNTY OF RIVERSIDE, CA**, as lessee (the "Lessee"), is required to provide evidence of insurance for the coverages and endorsements set forth below, such evidence of insurance should reflect the interest of its assignee.

- A. Liability Insurance. Lessee is required to maintain public liability insurance, personal injury and property damage with policy limits of \$1,000,000.00. The policy should be endorsed to name **BANC OF AMERICA PUBLIC CAPITAL CORP** and/or its Assigns ("**BAPCC**") as an additional insured.
- B. Casualty Insurance. Lessee is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in Lease Schedule No. **500-3132248-000** attached hereto and in the amount not less than **3,000,000.00**. Such insurance shall be endorsed to name **BAPCC** as a co- loss payee with respect to such Equipment.

The required insurance should also be endorsed to give **BAPCC** 30 days prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of **BAPCC** shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Lessee appreciates your prompt attention to this matter.

Very truly yours,

COUNTY OF RIVERSIDE, CA

By: _____
Name: _____
Title: _____

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS DATE: 6/23/13

EXHIBIT A-7
(To Lease Schedule No. **500-3132248-000**)

INTENTIONALLY DELETED

EXHIBIT A-8
(To Lease Schedule No. **500-3132248-000**) – **NOT APPLICABLE**

BANK-QUALIFIED DESIGNATION

INTENTIONALLY DELETED

EXHIBIT A-9
(To Lease Schedule No. **500-3132248-000**)

[ATTACH COPY OF AUTHORIZING RESOLUTION, THE ORIGINAL OF WHICH IS ATTACHED TO THE MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO. **3127187** AS EXHIBIT D.]

EXHIBIT A-10
(To Lease Schedule No. **500-3132248-000**)
[Attach Form Ucc-1 With Attachment]

Escrow Agreement

This Escrow Agreement (this "*Agreement*"), dated as of **June 25, 2013**, by and among **BANC OF AMERICA PUBLIC CAPITAL CORP** (hereinafter referred to as "*Lessor*"), **COUNTY OF RIVERSIDE, CA** (hereinafter referred to as "*Lessee*") and Deutsche Bank Trust Company Americas, (a New York banking corporation) (hereinafter referred to as "*Escrow Agent*").

Reference is made to that certain Lease Schedule No. **500-3132248-000** dated **June 25, 2013** to Master Equipment Lease/Purchase Agreement dated as of **December 18, 2012** between Lessor and Lessee (hereinafter referred to as the "*Lease*"), covering the acquisition, installation, financing and lease of certain Equipment described therein (the "*Equipment*"). It is a requirement of the Lease that the Escrow Amount (**\$3,000,000.00**) be deposited into an escrow under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the acquisition and installation of the Equipment.

The parties agree as follows:

1. *Creation of Escrow Fund.*

(a) There is hereby created a special trust fund to be known as the "Acquisition Account" (the "*Escrow Fund*") to be held in trust by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) The Escrow Agent shall invest and reinvest moneys on deposit in the Escrow Fund in Qualified Investments in accordance with written instructions received from Lessee. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Fund, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Fund shall become part of the Escrow Fund, and gains and losses on the investment of the moneys on deposit in the Escrow Fund shall be borne by the Escrow Fund. For purposes of this agreement, "Qualified Investments" means any investments which meet the requirements of (state code).

(c) Unless the Escrow Fund is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Fund shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written authorization(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Fund are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition and installation of the Equipment. Any moneys remaining in the Escrow Fund on or after the earlier of (i) the expiration of the Escrow Period and (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Fund shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Fund or (ii) written notice given by Lessor of the occurrence of a default under the Lease.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith.

(f) Unless the Escrow Agent has acted with gross negligence or willful misconduct with regard to its duties

hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law and from funds legally available for such purpose indemnify the Escrow Agent against any and all expenses; including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its gross negligence or willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for extraordinary administration of the Escrow Fund and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, or in connection with any dispute between Lessor and Lessee concerning the Escrow Fund.

2. *Acquisition of Property.*

(a) *Acquisition Contracts.* Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition and installation of the Equipment, with moneys available in the Escrow Fund. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts, including (without limitation) the Vendor Agreement. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof.

(b) *Authorized Escrow Fund Disbursements.* Disbursements from the Escrow Fund shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring and installing the Equipment.

(c) *Requisition Procedure.* No disbursement from the Escrow Fund shall be made unless and until Lessor has

approved such requisition. Prior to disbursement from the Escrow Fund there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. Each such requisition shall be signed by an authorized representative of Lessee (an "Authorized Representative") and by Lessor, and shall be subject to the following:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1 certifying that:
 - (i) an obligation in the stated amount has been incurred by Lessee, and that the same is a proper charge against the Escrow Fund for costs relating to the Equipment identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof); (ii) the Authorized Representative has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made; (iii) such requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date of such certificate, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee); (iv) the Equipment is insured in accordance with the Lease; (v) no Event of Default (nor any event which, with notice or lapse of time or both, would become an Event of Default) has occurred and is continuing and (vi) the representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date thereof.
2. Delivery to Lessor of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by the Lease and any additional documentation reasonably requested by Lessor;
3. The disbursement shall occur during the Escrow Period; and
4. Prior to the first disbursement of any funds from the Escrow Fund, the Lessor shall have received, in form and substance acceptable to the Lessor, (a) the Surety Bond with dual obligee rider required by the Lease; and (b) legal descriptions of the sites on which the Equipment is to be acquired and installed that are sufficient for purposes of enabling the Lessor to file UCC financing statements with respect to fixtures on those sites pursuant to the Lease.
3. *Deposit to Escrow Fund.* Upon satisfaction of the conditions specified in the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Fund. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Fund.
4. *Excessive Escrow Fund.* Any funds remaining in the Escrow Fund on or after the earlier of (a) the expiration of the Escrow Period and (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Fund as otherwise provided herein, shall be applied by the Escrow Agent to amounts owed under the Lease in accordance with the Lease.
5. *Security Interest.* The Escrow Agent and Lessee acknowledge and agree that the Escrow Fund and all proceeds thereof will be held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Fund, and all proceeds thereof, and all investments made with any amounts in the Escrow Fund. If the Escrow Fund, or any part thereof, is converted to investments as set forth in this agreement, such investments shall be made in the name of Escrow Agent, and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.
6. *Control of Escrow Account.* In order to perfect Lessor's security interest by means of control in (i) the

Escrow Fund established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Fund, (iii) all of Lessee's rights in respect of the Escrow Fund, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

- (a) All terms used in this Section 6 which are defined in the Commercial Code of the State of CALIFORNIA (the "Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.
- (b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.
- (c) Escrow Agent hereby represents and warrants that (a) the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (b) Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (c) Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.
- (d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.
- (e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Escrow Agent may allow Lessee to effect sales, trades, transfers and exchanges of Collateral within the Escrow Fund, but will not, without the prior written consent of Lessor, allow Lessee to withdraw any Collateral from the Escrow Fund. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Fund. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.
- (f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.
- (g) Escrow Agent will not attempt to assert control, and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.
- (h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Fund shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code,

notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 7 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Fund statements or reports issued or sent to Lessee with respect to the Escrow Fund.

7. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326 of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Acquisition Fund Custodian such information as it may request, from time to time, in order for the Acquisition Fund Custodian to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. *Miscellaneous.* Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force

and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below:
If to Lessor:

BANC OF AMERICA PUBLIC CAPITAL CORP
135 S. LaSalle Street, 10th Floor
Chicago, IL 60603
Attn: Joseph W. Malinowski
Phone: (312) 828-7651
Fax: (312)537-6721

If to Lessee:
COUNTY OF RIVERSIDE, CA
6147 RIVERCREST DRIVE
RIVERSIDE, CALIFORNIA, 92507
Attn: **KEVIN CRAWFORD**
Phone: **(951) 955-3701** Fax: **(951) 955-3701**

If to Escrow Agent:
Deutsche Bank Trust Company Americas
60 Wall Street, 27th Floor
New York, NY 10005
Attn: Lisa McDermid/Kyshaw White
Phone: (212) 250-6674
Fax: (212) i7978600

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date first written above.

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor

By: _____
Name: _____
Title: _____

COUNTY OF RIVERSIDE, CA
as Lessee

By: _____
Name: _____
Title: _____

DEUTSCHE BANK TRUST COMPANY AMERICAS
As Escrow Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS DATE: 6/13/13

**SCHEDULE 1
to the Escrow Agreement**

FORM OF DISBURSEMENT REQUEST

Re: Master Equipment Lease/Purchase Agreement dated as of
December 18, 2012 between **BANC OF AMERICA PUBLIC CAPITAL
CORP**, as Lessor, and **COUNTY OF RIVERSIDE, CA** as Lessee (the "*Lease*")
(Capitalized terms not otherwise defined herein shall have the meanings
assigned to them in the Lease.)

In accordance with the terms of the Escrow Agreement, dated as of **June 25, 2013** (the "*Escrow Agreement*") among **BANC OF AMERICA PUBLIC CAPITAL CORP** ("*Lessor*"), **COUNTY OF RIVERSIDE, CA** ("*Lessee*") and Deutsche Bank Trust Company Americas (the "*Escrow Agent*"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Fund created under the Escrow Agreement (the "*Escrow Fund*") for the following purposes.

PAYEE'S NAME AND ADDRESS	INVOICE NUMBER	DOLLAR AMOUNT	PURPOSE

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by Lessee, and the same is a proper charge against the Escrow Fund for costs relating to the Equipment identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof), and the Equipment relating to such obligation has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(ii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iii) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(iv) The Equipment is insured in accordance with the Lease.

(v) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vi) The disbursement shall occur during the Escrow Period.

(vii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

Dated: _____, 20__

COUNTY OF RIVERSIDE, CA
as Lessee under the Lease

By: _____
Name: _____
Title: Authorized Representative

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

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name: _____
Title: _____

CERTIFICATE OF ACCEPTANCE NO. _____

The undersigned, as Lessee under Lease Schedule No. **500-3132248-000** dated **June 25, 2013** to Master Equipment Lease/Purchase Agreement dated as of **December 18, 2012** (the "Agreement") with **BANC OF AMERICA PUBLIC CAPITAL CORP** ("Lessor"), hereby certifies:

1. The items of the Equipment, as such term is defined in the Agreement, fully and accurately described on the Equipment List attached hereto have been delivered and installed at the location(s) set forth therein.
2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by the Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.
3. The estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment.
4. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.
5. The Equipment is covered by insurance in the types and amounts required by the Agreement.
6. No event of default, as such term is defined in the Agreement, and no event which with the giving of notice or lapse of time, or both, would become an event of default, has occurred and is continuing on the date hereof.
7. Sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Agreement during Lessee's current fiscal year.
8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth on the Equipment List by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.
9. The following documents are attached hereto and made a part hereof:
 - (a) Equipment List
 - (b) Original Invoice(s)
 - (c) Copies of Certificate(s) of Origin designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing
 - (d) Disbursement Request

If Lessee paid an invoice prior to the commencement date of the Agreement and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

COUNTY OF RIVERSIDE, CA

Lessee

By: _____

Date: _____

EQUIPMENT LIST

Attached to and made a part of Certificate of
Acceptance No. _____ executed and delivered pursuant to that
certain Lease Schedule No. **500-3132248-000** dated **June 25, 2013** to
Master Equipment Lease/Purchase Agreement dated as of **December 18, 2012**
by and between **BANC OF AMERICA PUBLIC CAPITAL CORP,**
as Lessor, and Ixe, as Lessee

TOTAL PURCHASE PRICE \$ _____

**SCHEDULE 1
to the Escrow Agreement**

FORM OF DISBURSEMENT REQUEST NO. _____

Re: Master Equipment Lease/Purchase Agreement dated as of
December 18, 2012 between **BANC OF AMERICA PUBLIC CAPITAL
CORP**, as Lessor, and **COUNTY OF RIVERSIDE, CA** as Lessee (the "*Lease*")
(Capitalized terms not otherwise defined herein shall have the meanings
assigned to them in the Lease.)

In accordance with the terms of the Escrow Agreement, dated as of **June 25, 2013** (the "*Escrow Agreement*") among **BANC OF AMERICA PUBLIC CAPITAL CORP** ("*Lessor*"), **COUNTY OF RIVERSIDE, CA** ("*Lessee*") and Deutsche Bank National Trust Company (the "*Escrow Agent*"), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Fund created under the Escrow Agreement (the "*Escrow Fund*") for the following purposes.

PAYEE'S NAME AND ADDRESS	INVOICE NUMBER	DOLLAR AMOUNT	PURPOSE

The undersigned hereby certifies as follows:

(i) An obligation in the stated amount has been incurred by Lessee, and the same is a proper charge against the Escrow Fund for costs relating to the Equipment identified in the Lease, and has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof), and the Equipment relating to such obligation has been delivered, installed and accepted by Lessee. Attached hereto is the original invoice with respect to such obligation.

(ii) The undersigned, as Authorized Representative, has no notice of any vendor's, mechanic's or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iii) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(iv) The Equipment is insured in accordance with the Lease.

(v) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof.

(vi) The disbursement shall occur during the Escrow Period.

(vii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

Dated: _____, 20__

COUNTY OF RIVERSIDE, CA
as Lessee under the Lease

By: _____
Name: _____
Title: Authorized Representative

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

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____
Name: _____
Title: _____

TAX COMPLIANCE AGREEMENT AND NO ARBITRAGE CERTIFICATE

This Tax Compliance Agreement and No Arbitrage Certificate is issued in connection with that certain Master Equipment Lease/Purchase Agreement No. 3127187 dated as of December 18, 2012 and Lease Schedule No. 500-3132248-000 dated June 25, 2013 by and between BANC OF AMERICA PUBLIC CAPITAL CORP, as lessor, ("Lessor") and COUNTY OF RIVERSIDE, CA, as lessee, ("Lessee").

1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment by Lessee as described in the Lease Schedule No. 500-3132248-000 dated June 25, 2013 to Master Equipment Lease/Purchase Agreement 3127187 dated as of December 18, 2012 (the "Lease") between Lessor and Lessee and all related documents executed pursuant thereto (the Lease and such other documents are hereinafter collectively referred to as the "Financing Documents").

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents.

1.3. To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable.

1.4. Lessee has never been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose certifications as to arbitrage may not be relied upon.

1.5. The rental payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be maintained for the payment of the rental payments due under the Financing Documents or pledged as security therefor.

1.6. If any other governmental obligations were or are being issued by or on behalf of Lessee within fifteen (15) days of the date of issuance of the Financing Documents, such obligations either (i) were not or are not being issued or sold pursuant to a common plan of financing with, or (ii) will not be paid out of substantially the same source of funds as, the financing pursuant to the Financing Documents.

2. Purpose of the Financing Documents.

2.1. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing certain equipment which is essential to the governmental functions of Lessee (the "Equipment"), which Equipment is described in the Description of Equipment attached to the Lease and is to be more specifically described in one or more Equipment Lists to be attached to Certificate(s) of Acceptance executed and delivered by Lessee pursuant to the Lease. The initial principal amount represented by the Financing Documents will be deposited in escrow by Lessor pending acquisition of the items of Equipment and held by Deutsche Bank National Trust Company, as escrow agent (the "Escrow Agent") under the terms of that certain Escrow Agreement dated as of June 25,

2013 (the "Escrow Agreement"), by and among Lessor, Lessee and Escrow Agent.

2.2. No portion of the amount deposited in escrow, and interest earnings thereon, will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Equipment, or will be used, directly or indirectly, to replace funds used by Lessee to acquire investments which produce a yield materially higher than the yield to Lessor under the Financing Documents.

2.3. Lessee does not expect to sell or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final rental payment due under the Financing Documents.

3. Source and Disbursement of Funds.

3.1. The amount deposited by Lessor in the escrow fund held by the Escrow Agent under the Escrow Agreement, and the interest contemplated to be earned thereon, do not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the items of Equipment.

3.2. It is contemplated that the entire amount deposited in escrow, plus interest earnings thereon, will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof, provided that a portion of the monies in the escrow fund may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.3 below are satisfied.

3.3. Lessee shall not request that any funds be disbursed from the escrow fund held by the Escrow Agent under the Escrow Agreement to reimburse it for Equipment acquisition cost payments already made by it unless the following conditions have been satisfied:

(a) Lessee made a declaration of its reasonable intention to reimburse the acquisition cost payment sought to be reimbursed with the proceeds of a borrowing not later than sixty (60) days after the date on which it made the payment, which declaration satisfies the "Official Intent Requirement" set forth in Treas. Reg. § 1.150-2;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the acquisition cost payment was made or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of

a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treas. Reg. § 1.148-10 by, virtue of, among other things, use to refund, or to create or increase a reserve or replacement fund with respect to, any other obligations issued by it.

4. Temporary Period.

4.1. Lessee expects, within six months from the date hereof, (a) to have had disbursed from escrow an amount in excess of the lesser of 2 1/2% of the amount deposited in escrow by Lessor or \$100,000, or (b) to enter into binding obligations with third parties obligating Lessee to spend such amount.

4.2. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.3. The items of Equipment being acquired by Lessee will be delivered at various times from _____, ____ to _____, _____. At least 15% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition price of items of Equipment within six months from the date of issuance of the Financing Documents; at least 60% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment within 12 months from the date of issuance of the Financing Documents; and 100% of the amount deposited in escrow and interest earnings thereon will be used to pay the acquisition cost of items of Equipment prior to 18 months from the date of issuance of the Financing Documents. It is anticipated that all Equipment will be delivered and accepted, and all funds provided by Lessor and interest earnings thereon expended, prior to _____.

4.4. The total acquisition cost of the Equipment is not required to be paid to the vendors or manufacturers thereof until the Equipment has been accepted by Lessee.

5. Escrow Account.

The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" or a "federally guaranteed bond" within the meaning of Section 148(a) or Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the

investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the Equipment.

6. Exempt Use.

6.1. No part of the proceeds of the Financing Documents or the Equipment will be used in any "private business use" within the meaning of Section 141(b)(6) of the Code.

6.2. No part of the proceeds of the Financing Documents will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the proceeds under the Financing Documents shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

8. Miscellaneous.

8.1. Lessee agrees to comply with the rebate requirement set forth in Section 148(f) of the Code in the event that for any reason Section 148(f)(4)(B) of the Code is not applicable to the financing pursuant to Financing Documents.

8.2. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.3. Lessee shall maintain complete and accurate records establishing the expenditure of the proceeds of the Financing Documents and interest earnings thereon for a period of six years after payment in full under the Financing Documents.

IN WITNESS WHEREOF, this Tax Compliance Agreement and No Arbitrage Certificate has been executed on behalf of Lessee as of the date set forth below.

COUNTY OF RIVERSIDE, CA

Lessee

By: _____

Name: _____

Title: _____

Date: _____

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 6/17/13

ATTACHMENT TO UCC-1

LESSEE/DEBTOR: **COUNTY OF RIVERSIDE, CA**

LESSOR/SECURED PARTY: **BANC OF AMERICA PUBLIC CAPITAL CORP**

The equipment leased pursuant to that certain Master Equipment Lease/Purchase Agreement No. **3127187** dated as of **December 18, 2012** and Lease Schedule No. **500-3132248-000** dated **June 25, 2013**, by and between Lessor/Secured Party, as lessor, and Lessee/Debtor, as lessee, and all replacements, substitutions and alternatives therefor and thereof and accessions thereto and all proceeds (cash and non-cash), including the proceeds of all insurance policies or condemnation awards, thereof, which equipment is more fully described below:

See Preliminary Cisco Communications Equipment & Services Description attached hereto and made a part hereof

The cash and negotiable instruments from time to time comprising the Escrow Fund created pursuant to that certain Escrow Agreement dated as of **June 25, 2013** by and among **BANC OF AMERICA PUBLIC CAPITAL CORP**, Lessee and Deutsche Bank National Trust Company, as escrow agent, and all proceeds thereof.