

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

941



FROM: Riverside County Information Technology (RCIT)

SUBMITTAL DATE:

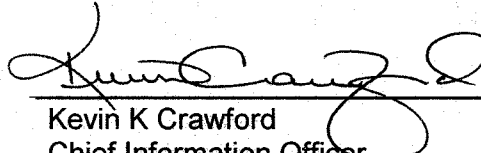
June 13, 2013

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  
Chief Information Officer

13 Jun 13

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

County Executive Office Signature BY:   
Christopher M. Hans

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: June 25, 2013  
xc: RCIT, Purchasing

Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy


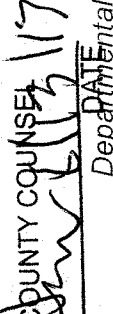
5013 JUN 13 10:12

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

District: All

Agenda Number: 3-32

3-32

FORM APPROVED COUNTY COUNSEL 117  
BY: NEAL R. KIPNIS  
Purchasing:   
DATE:   
Departmental Concurrent Approval:   
Assistant Director

Dep't Recomm.: ☐ Policy ☒ Consent  
Per Exec. Ofc.: ☐ Policy ☒ Consent

**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

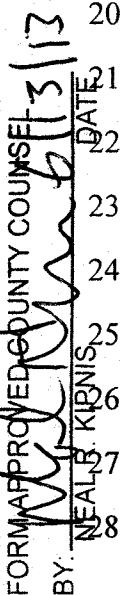
3  
4  
5 A RESOLUTION OF THE COUNTY OF RIVERSIDE, CALIFORNIA  
6 AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE  
7 SCHEDULE NO. 500-3132248-000 DATED JUNE 25, 2013 TO  
8 MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT NO.  
9 3127187 DATED DECEMBER 18, 2012 AND SEPARATE LEASE  
10 SCHEDULES WITH RESPECT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

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

23  
24 WHEREAS, the Lessee desires to purchase, acquire and lease certain equipment constituting  
25 personal property necessary for the Lessee to perform essential governmental functions; and

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

32  
33 WHEREAS, the governing body of the Lessee deems it for the benefit of the Lessee and for the  
34 efficient and effective administration thereof to enter into the Agreement and the separate Lease  
35 Schedules as provided in the Agreement for the purchase, acquisition and leasing of the equipment to be  
36 therein described on the terms and conditions therein provided;

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

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



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

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

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

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

ROLL CALL:

Ayes:	Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays:	None
Absent:	None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPERRIEM, Clerk of said Board

By \_\_\_\_\_  
Deputy

**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.

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205-2-124072

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

				PURCHASE OPTION
DATE	PAYMENT	INTEREST	PRINCIPAL	PRICE*

**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.

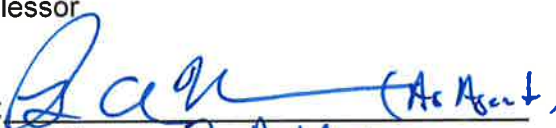
\* LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR, IS **\$2,700,000.00** AND THAT SUCH AMOUNT IS THE ISSUE PRICE FOR THE SCHEDULE FOR FEDERAL INCOME TAX PURPOSES. THE DIFFERENCE BETWEEN THE PRINCIPAL AMOUNT OF THIS SCHEDULE AND THE ISSUE PRICE IS THE FINANCING INCENTIVE OR ORIGINAL ISSUE DISCOUNT ("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

By:   
Printed Name: **JOHN J. BENOIT**  
Title: **CHAIRMAN, BOARD OF SUPERVISORS**

BANC OF AMERICA PUBLIC CAPITAL CORP  
as lessor

By:  (As Agent)  
Printed Name: **R. A. Ullrich**  
Title: **Senior Vice President**

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.

ATTEST:

KECIA HARPER IHEM, Clerk

By:   
DEPUTY

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

**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**

<b>Riverside County CNP</b>									
<b>Revised Equipment List</b>									
<b><u>PART#</u></b>		<b><u>QTY</u></b>		<b><u>DESCRIPTION</u></b>					
<b><u>ELA Support</u></b>									
CON-NCDSW-EAUCBN DL		1		CMB SVC ESW EA Top Level Part Nu					
CON-NCDSW-EAUCUSER		62500		CMB SVC ESW EA UC Applications User					
<b><u>Additional Materials</u></b>									
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 Req'd; 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
<b>UC, UCxn, Presence Servers</b>		
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
<b>Subscriber for Hospital</b>		
CUAC9X-ATT-CON	1	Cisco Unified 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 Unified 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
<b>Core switches\Riverside core - 2248</b>		
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
VWIC3-4MFT-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
<b>PSTN Gateways\Arlington</b>		
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
VWIC3-4MFT-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



<b>PSTN Gateways\Hemet</b>			
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	
VWIC3-4MFT-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	
<b>PSTN Gateways\Indio</b>			
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	
VWIC3-4MFT-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
<b>PSTN Gateways\Moreno Valley</b>			
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
VWIC3-4MFT-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
<b>PSTN Gateways\Riverside 1</b>			
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
VWIC3-4MFT-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

<b>PSTN Gateways\Riverside 2</b>			
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	
VWIC3-4MFT-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	
<b>PSTN Gateways\Temecula</b>			
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	
VWIC3-4MFT-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	
<b>PSTN Gateways\Solidis IVR Gateway</b>			
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
VWIC3-4MFT-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
<b>PSTN Gateways\RCRMC Gateway</b>			
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
<b>Hub 1&amp;2 Upgrade\2x 20 port 1G linecards</b>			
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
<b>Core 6500 Upgrades\4x SUP 2T</b>			
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
<b>Core 6500 Upgrades\4x 16 port 10G (4x40G)</b>			
SFP-10G-LR=		12	10GBASE-LR SFP Module
SFP-10G-SR=		8	10GBASE-SR SFP Module
<b>Required Optics</b>			
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					
<b>Contact Center</b>									
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					

CON-ESW-CCEHCUIP	10	ESSENTIAL SW License for Cisco Un
UCS-C260M2-VCD2	2	UCS C260 M2 Rack Server w/ 2-E72870, 16x 2x4GB DDR
CAB-9K12A-NA	4	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America
CON-SNTP-C260VCD2	10	SMARTNET 24X7X4 UCS B260 M2 Blade Server w/ 4-E74870
CON-ESW-CCEPBUN	5	ESSENTIAL SW Packaged CCE
VMW-VS5-ST-5A=	4	VMware vSphere 5 Standard (1 CPU), 5yr, Support Required
UCS-VMW-TERMS	4	Acceptance of Terms, Standalone VMW License for UCS Servers
CON-ISV1-VS5STD5A	20	ISV 24X7 VMware vSphere Standard, List Price is ANNUAL
UCUCS-EZ-C220M3S	2	UCS C220 M3 SFF dual-4-core/3.3 GHz, 64 GB RAM, 8x300 GB 15K
UCS-CPU-E5-2643	4	3.30 GHz E5-2643/130W 4C/10MB Cache/DDR3 1600MHz
UCS-MR-1X082RY-A	16	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	2	MegaRAID 9266CV-8i w/TFM + Super Cap
UCSC-PCIE-IRJ45	2	Intel i350 Quad Port 1Gb Adapter
UCSC-PSU-650W	4	650W power supply for C-series rack servers
UCSC-HS-C220M3	4	Heat Sink for UCS C220 M3 Rack Server
UCSC-RAIL1	2	Rail Kit for C220, C22, C24 rack servers
UCSC-SD-16G-C220	2	16GB SD Card Module for C220 servers
CAB-9K12A-NA	4	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America
CON-SNTP-UC220M3S	10	SMARTNET 24X7X4 UCS C220 M3 Server
VMW-VS5-ST-5A=	4	VMware vSphere 5 Standard (1 CPU), 5yr, Support Required
UCS-VMW-TERMS	4	Acceptance of Terms, Standalone VMW License for UCS Servers
CON-ISV1-VS5STD5A	20	ISV 24X7 VMware vSphere Standard, List Price is ANNUAL
CVP-90-RPT-STD=	1	CVP 9.0 Report System - Standard
SP-ESW-CVP90RCV	5	SP ESSENTIAL SW CVP 9.0 Report Syste
<b>Wireless</b>		
AIR-CT8510-3K-K9	1	Cisco 8500 Series Wireless Controller Supporting 3000 Aps
AIR-CT8510-K9	1	Base PID for Cisco 8500 Series Wireless Controller
LIC-8500-BASE	1	8500 Base License
LIC-CT8500-3000	1	3000 AP License for Cisco 8500 Wireless Controller
PI-MSE-PRMO-INSRT	1	Insert, Packout - PI-MSE
AIR-CT8510-SW-7.4	1	Cisco 8510 Wireless Controller SW Rel. 7.4
AIR-PWR-CORD-NA	2	AIR Line Cord North America
AIR-SVR-CAB	1	Ethernet Cables
CON-SNT-AIRCT85K	5	SMARTNET 8X5XNBD CSC 8500 Series Wireless Cntrl Sup 3K Ap
AIR-CT8510-HA-K9	1	Cisco 8510 Series High Availability Wireless Controller
AIR-PWR-CORD-NA	2	AIR Line Cord North America
AIR-CT8510-K9	1	Base PID for Cisco 8500 Series Wireless Controller
LIC-8500-BASE	1	8500 Base License
PI-MSE-PRMO-INSRT	1	Insert, Packout - PI-MSE

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
<b>Anchor Controllers\County Guest Anchors</b>		
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
<b>Switches</b>		
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)
<b>Routers</b>		
C3925-CME-SRST/K9	10	3925 Voice Bundle w/ PVDMM3-64,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/ PVD3-16,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
PVD3-16	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
<b>Cisco Enterprise License Agreement</b>		
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]

**Banc of America Leasing & Capital, LLC**  
**135 S. LaSalle Street**  
**Mail Code: IL4-135-10-12**  
**Chicago, IL 60603**

“Information Return for Tax-Exempt Governmental Obligations”

**July 9, 2013**

**VIA FEDERAL EXPRESS**  
**TRACKING NUMBER 796183991872**

Internal Revenue Service Center  
Attn: Governmental Entities  
Tax Exempt Bond Unit  
Ogden, UT 84201

Re: Form 8038 G – **COUNTY OF RIVERSIDE, CA**  
EIN: **95-6000930**

Dear Sir or Madam:

Enclosed please find the executed 8038-G, Information return, for filing, for the issue referenced above.

If you should have any questions, please do not hesitate to contact me at (312) 828-3564.

Sincerely,

Banc of America Public Capital Corp

*Maria A. Herrera*

Maria A. Herrera  
Coordinator

**Enclosures:**  
**Original Form 8038-G to be filed**

## Herrera, Maria A

---

**From:** trackingupdates@fedex.com  
**Sent:** Wednesday, July 10, 2013 11:37 AM  
**To:** Herrera, Maria A  
**Subject:** FedEx Shipment 796183991872 Delivered

---

This tracking update has been requested by:

Company Name: Banc of America Leasing  
Name: Maria A. Herrera  
E-mail: [maria.a.herrera@baml.com](mailto:maria.a.herrera@baml.com)

---

Our records indicate that the following shipment has been delivered:

Reference: CISCO/COUNTY OF RIVERSIDE, CA  
Ship (P/U) date: Jul 9, 2013  
Delivery date: Jul 10, 2013 10:27 AM  
Sign for by: D.REDFORD  
Delivery location: OGDEN, UT  
Delivered to: Shipping/Receiving  
Service type: FedEx Priority Overnight  
Packaging type: FedEx Envelope  
Number of pieces: 1  
Weight: 0.50 lb.  
Special handling/Services: Deliver Weekday  
Tracking number: [796183991872](#)

Shipper Information	Recipient Information
Maria A. Herrera	IRS
Banc of America Leasing	INTERNAL REVENUE SERVICE
135 S. LaSalle Street	1160 W 12TH ST
IL4-135-10-12	OGDEN
Chicago	UT
IL	US
US	84201
60603	

Please do not respond to this message. This email was sent from an unattended mailbox. This report was generated at approximately 11:36 AM CDT on 07/10/2013.

To learn more about FedEx Express, please visit our website at [fedex.com](http://fedex.com).

All weights are estimated.

To track the latest status of your shipment, click on the tracking number above, or visit us at [fedex.com](http://fedex.com).

This tracking update has been sent to you by FedEx on the behalf of the Requestor noted above. FedEx does not validate the authenticity of the requestor and does not validate, guarantee or warrant the authenticity of the request, the requestor's message, or the accuracy of this tracking update. For tracking results and fedex.com's terms of use, go to [fedex.com](https://www.fedex.com).

Thank you for your business.



# Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

## Part I Reporting Authority

If Amended Return, check here ☐

1 Issuer's name <b>COUNTY OF RIVERSIDE, CA</b>		2 Issuer's employer identification number (EIN) <b>95-6000930</b>
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) <b>6147 RIVERSIDE DRIVE</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>
6 City, town, or post office, state, and ZIP code <b>RIVERSIDE, CA 92507</b>		7 Date of issue <b>06/28/13</b>
8 Name of issue <b>LEASE SCHEDULE NO. 500-3132248-000 DTD 06/25/13 TO MELPA NO. 3127187 DTD 12/18/12</b>		9 CUSIP number <b>None</b>
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) <b>KEVIN K. CRAWFORD, CIO</b>		10b Telephone number of officer or other employee shown on 10a <b>951-955-3701</b>

## Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ► <b>CISCO NETWORKING EQUIPMENT</b>	18	<b>\$2,700,000.</b>	<b>00</b>
19 If obligations are TANs or RANs, check only box 19a			
If obligations are BANs, check only box 19b			
20 If obligations are in the form of a lease or installment sale, check box			

## Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	07/31/20	\$ 2,700,000.00	\$ 3,000,000.00	4.77 years	2.349 %

## Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	0.	00
23 Issue price of entire issue (enter amount from line 21, column (b))	23	\$2,700,000.	00
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	0.	00
25 Proceeds used for credit enhancement	25	0.	00
26 Proceeds allocated to reasonably required reserve or replacement fund	26	0.	00
27 Proceeds used to currently refund prior issues	27	0.	00
28 Proceeds used to advance refund prior issues	28	0.	00
29 Total (add lines 24 through 28)	29	0.	00
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	\$2,700,000.	00

## Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	►	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	►	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	►	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	►	_____

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S


Form **8038-G** (Rev. 9-2011)

**Part VI Miscellaneous**

- |            |  |  |
|------------|--|--|
| <b>35</b>  |  |  |
| <b>36a</b> |  |  |
| <b>37</b>  |  |  |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .
- b** Enter the final maturity date of the GIC ▶ \_\_\_\_\_
- c** Enter the name of the GIC provider ▶ \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b** Enter the date of the master pool obligation ▶ \_\_\_\_\_
- c** Enter the EIN of the issuer of the master pool obligation ▶ \_\_\_\_\_
- d** Enter the name of the issuer of the master pool obligation ▶ \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ☐
- 41a** If the issuer has identified a hedge, check here ☐ and enter the following information:
- b** Name of hedge provider ▶ \_\_\_\_\_
- c** Type of hedge ▶ \_\_\_\_\_
- d** Term of hedge ▶ \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box . . . . . ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement . . . . . ▶ \_\_\_\_\_
- b** Enter the date the official intent was adopted ▶ \_\_\_\_\_

**Signature and Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

  
Signature of issuer's authorized representative

3/24/13  
Date

**KEVIN K. CRAWFORD, CIO**

Type or print name and title

**Paid Preparer Use Only**

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Firm's name ▶

Firm's EIN ▶

Firm's address ▶

Phone no.

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

# 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

### EXHIBIT B INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Board Clerk of **COUNTY OF RIVERSIDE, CA**, a body corporate and politic duly organized under the laws of the State of **CALIFORNIA**, that I have custody of the records of such entity and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures, and (ii) such officers have the authority on behalf of such entity to enter into that certain Lease Schedule No. **500-31322448-000** dated **June 25, 2013** to Master Equipment Lease/Purchase Agreement No. **3127187** dated as of **December 18, 2012** (the "Agreement") between **COUNTY OF RIVERSIDE, CA** and **BANC OF AMERICA PUBLIC CAPITAL CORP** and is duly authorized to execute Certificates of Acceptance, Requisition Request and other documents relating to the Agreement and any subsequent Lease Schedules thereto

NAME	TITLE
John J. Benoit	Chairman, Board of Supervisors
Kevin K Crawford	Chief Information Officer
Teresa Summers	RCIT Deputy Director, Business Administration

SIGNATURE

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of **COUNTY OF RIVERSIDE, CA** hereto this 25th day of June 2013.

[SEAL]

Kecia Harper-Ihem, Clerk

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

PAMELA J. WALLS  
County Counsel

ANITA C. WILLIS  
Assistant County Counsel

OFFICE OF COUNTY COUNSEL  
COUNTY OF RIVERSIDE

3960 ORANGE STREET, SUITE 500  
RIVERSIDE, CA 92501-3674  
TELEPHONE: 951/955-6300  
FAX: 951/955-6322 & 951/955-6363



December 19, 2012

**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 Schedules thereto

Ladies and Gentlemen:

As counsel for the **COUNTY OF RIVERSIDE, CA** ("Lessee"), I have examined the Master Equipment Lease-Purchase Agreement No. **3127187** duly executed by Lessee and dated as of **December 18, 2012** (the "Master Lease") which has been incorporated by reference into Lease Schedule No. **500-3127187-000** dated as of **December 18, 2012** ("Lease Schedule No. **500-3127187-000**"), each between Lessee and **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor ("Lessor"), the Escrow Agreement dated as of **December 21, 2012** (the "Escrow Agreement"), the form of the Certificate of Acceptance (the "Certificate of Acceptance") attached to Lease Schedule No. **500-3127187-000** and the proceedings taken by the governing body of Lessee to authorize on behalf of Lessee the execution and delivery of the Master Lease, Lease Schedule No. **500-3127187-000**, the Escrow Agreement, the Certificate of Acceptance and all additional equipment schedules related payment schedules and Escrow Agreements relating to the additional equipment schedule to be entered into pursuant to the Master Lease (each of which is herein referred to as an "Additional Lease Schedule") and to be executed and delivered in substantially the same manner and in substantially the same form as Lease Schedule No. **500-3127187-000**. The Master Lease, Lease Schedule No. **500-3127187-000**, the Escrow Agreement, and the related Certificate of Acceptance are herein collectively referred to as the "Lease." The Master Lease, any Additional Lease Schedule and the related Certificate of Acceptance are herein collectively referred to as an "Additional Lease." Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a corporate and politic duly organized and legally existing as a political subdivision, municipal corporation or similar public entity under the Constitution and laws of the State of **CALIFORNIA** with full power and authority to enter into the Master Lease, Lease Schedule No. **500-3127187-000** the Escrow Agreement, the Certificate of Acceptance and each Additional Lease Schedule.

**BANC OF AMERICA PUBLIC CAPITAL CORP**

December 19, 2012

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2. The Master Lease, Lease Schedule No. **500-3127187-000**, the Escrow Agreement, and each Additional Lease Schedule have each been duly authorized and have been, or, with respect to each Additional Lease Schedule, will be, duly executed and delivered by Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Master Lease and Lease Schedule No. **500-3127187-000**, the Escrow Agreement constitute and, each Additional Lease Schedule will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.
3. The Certificate of Acceptance has been duly authorized by Lessee and, when a Certificate of Acceptance is duly executed and delivered by Lessee in accordance with Lease Schedule No. **500-3127187-000** or any Additional Lease Schedule, the Lease and each Additional Lease to which a Certificate of Acceptance relates will constitute the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.
4. The Equipment to be leased pursuant to the Lease and each Additional Lease constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.
5. Lessee has complied with any applicable public bidding requirements in connection with the Lease, each Additional Lease and the transactions contemplated thereby.
6. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery or performance by Lessee of the Master Lease, Lease Schedule No. **500-3127187-000** or any Additional Lease Schedule or in any way to contest the validity of the Lease or any Additional Lease, to contest or question the creation or existence of Lessee or its governing body or the authority or ability of Lessee to execute or deliver the Lease or any Additional Lease or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Rental Payments or other amounts contemplated by the Lease or any Additional Lease.
7. The resolution adopted by Lessee's governing body authorizing the execution and delivery of the Master Lease, Lease Schedule No. **500-3127187-000**, the Certificate of Acceptance, the Additional Lease Schedules, each Certificate of Acceptance and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.
8. Lessee's name indicated above is its true, correct, and complete legal name.

**BANC OF AMERICA PUBLIC CAPITAL CORP**

December 19, 2012

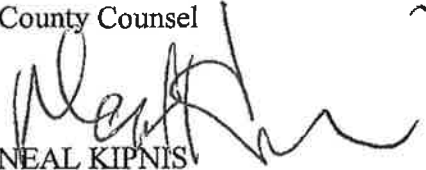
Page 3

9. The entering into and performance of the Master Lease, Lease Schedule No. **500-3127187-000**, the Escrow Agreement and each Additional Lease Schedule do not, and the execution of a Certificate of Acceptance by Lessee pursuant to Lease Schedule No. **500-3127187-000** and each Additional Lease Schedule will not, violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment (as such term is defined in the Master Lease) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound.

This opinion is for the sole benefit of, and may be relied upon by, you and any permitted assignee or subassignee of Lessor under the Agreement, provided that we understand and agree that this opinion may be relied upon by special tax counsel if one is retained to render an opinion as to the exemption from federal income taxation of the interest component of payments to be made by Lessee pursuant to the Agreement.

Respectfully submitted,

PAMELA J. WALLS  
County Counsel



NEAL KIPNIS  
Deputy County Counsel



# COUNTY OF RIVERSIDE



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

## Board of Supervisors

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

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: **JOHN J. BENOIT**  
Title: **CHAIRMAN, BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE

ATTEST:  
KECIA HARPER IHEN, Clerk  
By   
DEPUTY

JUN 25 2013 3-32

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: **JOHN J. BENOIT**

Title: **CHAIRMAN, BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL

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

ATTEST:

**KECIA HARPER-IHEM, Clerk**

By: *Kallupgiden*  
DEPUTY

JUN 25 2013 *332*

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.]

RESOLUTION NO. 2013-142

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

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

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

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

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

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.

12  
13 ROLL CALL:

14 Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley  
15 Nays: None  
16 Absent: None

17 The foregoing is certified to be a true copy of a resolution duly adopted  
18 by said Board of Supervisors on the date therein set forth.

19  
20  
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26  
27  
28  
KECIA HARPERRIHEM, Clerk of said Board

By Karen B. J. J. J.  
Deputy



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

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional] Phone: Fax:	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 720456 - BANK OF AMERICA LLC	
CT Lien Solutions 330 North Brand Blvd. Suite 700 Glendale, CA 91203	38885432 CALI
File with: Secretary of State, CA	

CT Lien Solutions  
Representation of filingThis filing is Completed  
File Number : 137368856683  
File Date : 10-Jul-2013

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME COUNTY OF RIVERSIDE				
OR 1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 6147 RIVERCREST DRIVE		CITY RIVERSIDE	STATE CA	POSTAL CODE 92507
1d. SEE INSTRUCTIONS		1e. TYPE OF ORGANIZATION GOVERNMENTAL ENTITY	1f. JURISDICTION OF ORGANIZATION CA	
ADD'L INFO RE ORGANIZATION DEBTOR		1g. ORGANIZATIONAL ID #, if any <input checked="" type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR 2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. SEE INSTRUCTIONS		2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	
ADD'L INFO RE ORGANIZATION DEBTOR		2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME BANC OF AMERICA PUBLIC CAPITAL CORP				
OR 3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 135 S. LASALLE STREET, Mail Stop IL4-135-10-12		CITY CHICAGO	STATE IL	POSTAL CODE 60603

4. This FINANCING STATEMENT covers the following collateral:

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:

PRELIMINARY CISCO COMMUNICATIONS EQUIPMENT &amp; 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.

5. ALTERNATIVE DESIGNATION [if applicable]:		<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] [or recorded] in the REAL ESTATE RECORDS. Attach Addendum [if applicable]		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional]		<input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2			
8. OPTIONAL FILER REFERENCE DATA 38885432							

## PRELIMINARY CISCO COMMUNICATIONS EQUIPMENT & SERVICES DESCRIPTION

<u>PART#</u>	<u>QTY</u>	<u>DESCRIPTION</u>
<b><u>ELA Support</u></b>		
CON-NCDSW-EAUCBNL	1	CMB SVC ESW EA Top Level Part Nu
CON-NCDSW-EAUCUSER	62500	CMB SVC ESW EA UC Applications User
<b><u>Additional Materials</u></b>		
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 Req'd; 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 Unified 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
VWIC3-4MFT-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
VWIC3-4MFT-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
VWIC3-4MFT-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
VWIC3-4MFT-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
VWIC3-4MFT-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
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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
VWIC3-4MFT-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
VWIC3-4MFT-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
VWIC3-4MFT-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
VWIC3-4MFT-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\RCRMC Gateway**

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

**Hub 1&2 Upgrade\2x 20 port 1G linecards**

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

**Core 6500 Upgrades\4x SUP 2T**

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

**Core 6500 Upgrades\4x 16 port 10G (4x40G)**

SFP-10G-LR=	12	10GBASE-LR SFP Module
SFP-10G-SR=	8	10GBASE-SR SFP Module

**Required Optics**

SFP-10G-LR=	4	10GBASE-LR SFP Module
SFP-10G-SR=	4	10GBASE-SR SFP Module

SFP-10G-SR=	8	10GBASE-SR SFP Module
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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
CON-ESW-CCEHCUIP	10	ESSENTIAL SW License for Cisco Un
UCS-C260M2-VCD2	2	UCS C260 M2 Rack Server w/ 2-E72870, 16x 2x4GB DDR
CAB-9K12A-NA	4	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America
CON-SNTP-C260VCD2	10	SMARTNET 24X7X4 UCS B260 M2 Blade Server w/ 4-E74870
CON-ESW-CCEPBUN	5	ESSENTIAL SW Packaged CCE
VMW-VS5-ST-5A=	4	VMware vSphere 5 Standard (1 CPU), 5yr, Support Required
UCS-VMW-TERMS	4	Acceptance of Terms, Standalone VMW License for UCS Servers
CON-ISV1-VS5STD5A	20	ISV 24X7 VMware vSphere Standard, List Price is ANNUAL
UCUCS-EZ-C220M3S	2	UCS C220 M3 SFF dual-4-core/3.3 GHz, 64 GB RAM, 8x300 GB 15K
UCS-CPU-E5-2643	4	3.30 GHz E5-2643/130W 4C/10MB Cache/DDR3 1600MHz
UCS-MR-1X082RY-A	16	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	2	MegaRAID 9266CV-8i w/TFM + Super Cap
UCSC-PCIE-IRJ45	2	Intel i350 Quad Port 1Gb Adapter
UCSC-PSU-650W	4	650W power supply for C-series rack servers

UCSC-HS-C220M3	4	Heat Sink for UCS C220 M3 Rack Server
UCSC-RAIL1	2	Rail Kit for C220, C22, C24 rack servers
UCSC-SD-16G-C220	2	16GB SD Card Module for C220 servers
CAB-9K12A-NA	4	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America
CON-SNTP-UC220M3S	10	SMARTNET 24X7X4 UCS C220 M3 Server
VMW-VS5-ST-5A=	4	VMware vSphere 5 Standard (1 CPU), 5yr, Support Required
UCS-VMW-TERMS	4	Acceptance of Terms, Standalone VMW License for UCS Servers
CON-ISV1-VS5STD5A	20	ISV 24X7 VMware vSphere Standard, List Price is ANNUAL

CVP-90-RPT-STD=	1	CVP 9.0 Report System - Standard
SP-ESW-CVP90RCV	5	SP ESSENTIAL SW CVP 9.0 Report System

### Wireless

AIR-CT8510-3K-K9	1	Cisco 8500 Series Wireless Controller Supporting 3000 Aps
AIR-CT8510-K9	1	Base PID for Cisco 8500 Series Wireless Controller
LIC-8500-BASE	1	8500 Base License
LIC-CT8500-3000	1	3000 AP License for Cisco 8500 Wireless Controller
PI-MSE-PRMO-INSRT	1	Insert, Packout - PI-MSE
AIR-CT8510-SW-7.4	1	Cisco 8510 Wireless Controller SW Rel. 7.4
AIR-PWR-CORD-NA	2	AIR Line Cord North America
AIR-SVR-CAB	1	Ethernet Cables
CON-SNT-AIRCT85K	5	SMARTNET 8X5XNBD CSC 8500 Series Wireless Cntrl Sup 3K Ap

AIR-CT8510-HA-K9	1	Cisco 8510 Series High Availability Wireless Controller
AIR-PWR-CORD-NA	2	AIR Line Cord North America
AIR-CT8510-K9	1	Base PID for Cisco 8500 Series Wireless Controller
LIC-8500-BASE	1	8500 Base License
PI-MSE-PRMO-INSRT	1	Insert, Packout - PI-MSE
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
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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)
VWIC2-1MFT-T1/E1=	100	1-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1
VWIC2-2MFT-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

## 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, 10<sup>th</sup> 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, 27<sup>th</sup> Floor

New York, NY 10005

Attn: Lisa McDermid/Kyshaw White

Phone: (212) 250-6674

Fax: (212) 47978600

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: \_\_\_\_\_

**DEUTSCHE BANK TRUST COMPANY AMERICAS**

As Escrow Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**COUNTY OF RIVERSIDE, CA**

as Lessee

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTEST:**

KECIA HARPER-JHEM, Clerk

By: \_\_\_\_\_

DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: \_\_\_\_\_

NEAL R. KIPNIS

DATE

JUN 25 2013 3-32

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, 10<sup>th</sup> 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, 27<sup>th</sup> Floor  
New York, NY 10005  
Attn: Lisa McDermid/Kyshaw White  
Phone: (212) 250-6674  
Fax: (212) 679-8600

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: [Signature] (As Agent)  
Name: Don A. Ullrich  
Title: Senior Vice President

**DEUTSCHE BANK TRUST COMPANY AMERICAS**  
As Escrow Agent

By: [Signature]  
Name: Lisa McDermid  
Title: Vice President

By: [Signature]  
Name: Tony Gomez  
Title: Assistant Vice President

**COUNTY OF RIVERSIDE, CA**  
as Lessee

By: [Signature]  
Name: JOHN J. BENOIT  
Title: CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:  
KECIA HARPER-IHEM, Clerk

By: [Signature]  
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] DATE 6/25/13  
NEAL R. KIPNIS

JUN 25 2013 3-32

**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: \_\_\_\_\_



## 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 July 2013 to August 2014. 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 December 2014.

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: \_\_\_\_\_

**JOHN J. BENOIT**

Title: \_\_\_\_\_

**CHAIRMAN, BOARD OF SUPERVISORS**

Date: \_\_\_\_\_

**JUN 25 2013**

ATTEST:

KECIA HARPER-IHEM, Clerk

By: \_\_\_\_\_

DEPUTY

FORM APPROVED COUNTY COUNSEL

BY: \_\_\_\_\_

NEAL R. KIPNIS

DATE

JUN 25 2013

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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: \_\_\_\_\_

# COUNTY OF RIVERSIDE



## Board of Supervisors

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

### EXHIBIT B INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Board Clerk of **COUNTY OF RIVERSIDE, CA**, a body corporate and politic duly organized under the laws of the State of **CALIFORNIA**, that I have custody of the records of such entity and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures, and (ii) such officers have the authority on behalf of such entity to enter into that certain Lease Schedule No. **500-31322448-000** dated **June 25, 2013** to Master Equipment Lease/Purchase Agreement No. **3127187** dated as of **December 18, 2012** (the "Agreement") between **COUNTY OF RIVERSIDE, CA** and **BANC OF AMERICA PUBLIC CAPITAL CORP** and is duly authorized to execute Certificates of Acceptance, Requisition Request and other documents relating to the Agreement and any subsequent Lease Schedules thereto

NAME	TITLE
John J. Benoit	Chairman, Board of Supervisors
Kevin K Crawford	Chief Information Officer
Teresa Summers	RCIT Deputy Director, Business Administration

SIGNATURE

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of **COUNTY OF RIVERSIDE, CA** hereto this 25th day of June 2013.

[SEAL]

Kecia Harper-Ihem, Clerk



# Master Lease/ Purchase Agreement (State and Municipal)

Master Agreement Number: 3127187

The words **YOU** and **YOUR** refer to the Lessee. The words **WE**, **US** and **OUR** refer to the Lessor, **BANC OF AMERICA PUBLIC CAPITAL CORP**

## Customer Contact Information

Lessee Full Legal Name  
**COUNTY OF RIVERSIDE, CA**

Contact Person <b>KEVIN CRAWFORD</b>	Contact Phone No. <b>(951) 955-3701</b>	Contacts Fax No. <b>-00951</b>	Federal Tax ID #	State of Organization
Address <b>6147 RIVERCREST DRIVE</b>	City <b>RIVERSIDE</b>	County <b>RIVERSIDE</b>	State <b>CALIFORNIA</b>	Zip <b>92507</b>

## Lease/Purchase Agreement

THIS MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT (the or this "Agreement") is made as of **December 18, 2012**, by and between **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor ("Lessor"), and **COUNTY OF RIVERSIDE, CA** as lessee ("Lessee").

In consideration of the mutual covenants, terms and conditions hereinafter contained, Lessee hereby agrees to acquire, purchase and lease all the equipment identified in each Lease Schedule ("Equipment") in substantially the form attached to this Agreement as Exhibit A that may from time to time be executed by Lessor and Lessee pursuant hereto (herein individually referred to as a "Schedule"), and Lessor hereby agrees to furnish the Equipment under each Schedule to Lessee, all on the terms and conditions set forth in this Agreement. Each Schedule executed and delivered by Lessor and Lessee pursuant to this Agreement shall constitute a separate and independent Lease (described below). When used herein the term "Lease" means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule, together with the Exhibits attached to each such Schedule.

This Agreement is not a commitment by Lessor to enter into any Lease not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion.

## Terms/Conditions

**1. TERM.** (a) Commencement of Term. This Agreement shall be effective, and the parties' obligations hereunder shall arise, as of the date hereof. The term of this Agreement shall commence on the date set forth above and will continue so long as any amount remains unpaid under a Lease. The original term of each Lease begins as of the date identified in such Lease and shall terminate on the last business day of Lessee's then current fiscal year in which such Lease is executed and delivered (such period being hereinafter referred to as the "Original Term"). (b) Renewal of Term. Subject to the provisions of Section 10 hereof and subsection (e) of this Section, the Original Term of each Lease will be automatically and successively renewed at the end of the Original Term under the same terms and conditions for successive renewal periods ("Renewal Terms"), with the last of such Renewal Terms to end on the last day of the Full Lease Term, as specified on each Schedule executed by Lessee. (c) Termination of Term. The term of each Lease will terminate upon the earliest to occur of any of the following events: (1) The expiration of the Original Term or any Renewal Term under such Lease and the nonrenewal thereof in accordance with the terms and conditions of this Agreement; (2) The purchase of the Equipment subject to such Lease by Lessee under the provisions of Section 8(c) or 10 of this Agreement; (3) A default under such Lease by Lessee and Lessor's election to terminate Lessee's rights therein under Section 13 of this Agreement; or (4) The payment by Lessee of all rental payments to be paid by Lessee under such Lease with respect to the Equipment. (d) Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of subsection (e) of this Section, to continue the term of the Leases hereunder through the Original Term and all Renewal Terms for the respective Full Lease Term and to pay the rental payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all rental payments under the Leases for the respective Full Lease Term of each Lease can be obtained and further intends to do all things lawfully within its power to obtain appropriated funds for the payment of all rental payments required to be paid under the Leases in each next succeeding Renewal Term and to maintain such funds from which the rental payments may be made. (e) Nonappropriation. In the event that sufficient funds are not appropriated for the payment of all rental payments required to be paid under all Leases in the next succeeding Renewal Term, then the Leases shall terminate at the end of the Original Term or the then current Renewal Term, as the case may be, and Lessee shall not be obligated to make payment of the rental payments provided for in the Leases beyond the then current term. Lessee agrees to give notice to Lessor of such termination at least 60 days prior to the end of the then current term or, if nonappropriation has not occurred by that date, promptly upon the occurrence of nonappropriation. An occurrence of nonappropriation under any Lease constitutes an event of nonappropriation under all Leases. If the Leases are terminated under this subsection, Lessee agrees, at Lessee's sole cost and expense, peaceably to deliver the Equipment under all Leases to Lessor at such location in the continental United States as is specified by Lessor, in the condition required by Section 5(b) hereof, on or before the effective date of termination.

**2. RENTAL PAYMENTS.** (a) Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay rental payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee. (b) Payment of Rental Payments. Lessee shall pay rental payments for the Equipment identified in each Schedule exclusively from legally available funds, in lawful money of the United States of America, to Lessor in the amounts and on the rental payment due dates set forth in the pertinent Schedule without notice. In the event that any rental payment due under any Lease is not received by Lessor on or before the due date therefor, Lessee agrees to pay a late charge determined on the basis of accrued interest on the delinquent amount at the rate of 1% per month (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law) from the date of delinquency to the date that such rental payment is received by Lessor. (c) Interest and Principal Components. As set forth in each Schedule, a portion of each rental payment is paid as, and represents payment of, interest, and the balance of each rental payment is paid as, and represents payment of, principal. (d) Rental Payments to Be Unconditional. The obligation of Lessee to make rental payments under each Lease, and to perform and observe the covenants and agreements contained in this Agreement, shall be absolute and unconditional in all events, except as expressly provided in this Agreement including particularly Section 1(e) hereof. Lessee shall not assert any right of setoff, counterclaim or abatement against its obligations under any Lease, including (without limitation) by reason of Equipment failure, disputes with the vendor(s) or manufacturer(s) of the Equipment or Lessor, accident or any unforeseen circumstances. (e) Allocation of Rental Payments. Rental payments payable pursuant to each Lease shall be allocated to the Equipment subject to such Lease (in each case, pro rata based upon the respective capital cost of the items of such Equipment) as follows: (i) first, among the items of Equipment with the shortest estimated useful lives, and (ii) thereafter, among the items of Equipment with the relatively longer useful lives, in each case to reflect the respective fair rental value of each item of Equipment leased hereunder for its respective useful life.

**3. REPRESENTATIONS AND COVENANTS OF LESSEE.** Lessee represents, covenants and warrants to Lessor as follows: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its

existence as such. (b) Lessee is authorized under the Constitution and laws of the State identified in the pertinent Schedule (the "State") to enter into this Agreement, each Lease and the transactions contemplated thereby and to perform all of its obligations under each Lease. (c) Lessee's name as indicated in the opening paragraph and on the signature page of this Agreement is its true, correct and complete legal name. (d) As evidenced by the Authorizing Resolution attached hereto as Exhibit D, the execution and delivery of this Agreement and each Lease by or on behalf of Lessee has been duly authorized by all necessary action of the governing body of Lessee, and Lessee has obtained such other approvals and consents as are necessary to consummate this Agreement and each Lease. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred, necessary to ensure the enforceability of this Agreement and each Lease against Lessee, and that Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition of the Equipment by Lessee under each Lease. (e) Lessee shall cause to be executed an Incumbency Certificate of Lessee in substantially the same form as Exhibit B attached hereto and an Opinion of Lessee's Counsel in substantially the same form as Exhibit C attached hereto. (f) Lessee's present intention is to make rental payments under each Lease for the Original Term and all Renewal Terms applicable thereto as long as it has legally available funds. In that regard, Lessee represents with respect to each Lease that the use and operation of the Equipment under such Lease is essential to its proper, efficient and economic governmental operation. Lessee does not intend to sell or otherwise dispose of the Equipment under any Lease or any interest therein prior to the last rental payment (including all Renewal Terms) scheduled to be paid under the pertinent Lease. With respect to each Lease, Lessee shall cause to be executed an Essential Use of Equipment Letter in substantially the same form as Exhibit A-5 attached hereto. (g) Within 150 days after the end of each fiscal year of Lessee during the term of each Lease, Lessee shall provide Lessor with a copy of its audited financial statements for such fiscal year. Additionally, Lessee shall provide Lessor with budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue such Lease as may reasonably be requested by Lessor. (h) The Equipment under each Lease is, and shall remain during the period such Lease is in force, personal property and when subject to use by Lessee under such Lease will not be or become fixtures. (i) Lessee acknowledges that Lessor is acting only as a financing source with respect to the Equipment under each Lease, which has been selected by Lessee. (j) Lessee will promptly and duly execute and deliver to Lessor such further documents, instruments and assurances and take such further action as Lessor may from time to time reasonably request in order to carry out the intent and purpose of the Agreement and each Lease and to establish and protect the rights and remedies created or intended to be created in favor of Lessor hereunder and thereunder.

**4. TITLE TO EQUIPMENT; SECURITY INTEREST.** (a) Title to the Equipment. During the term of each Lease, title to the Equipment identified therein shall vest in Lessee, subject to the rights of Lessor under such Lease. In the event of a default as set forth in Section 13 hereof or nonappropriation as set forth in Section 1(e) hereof, title in and to the Equipment under all Leases shall immediately vest in Lessor. (b) Security Interest. To secure the prompt payment and performance as and when due of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority security interest in the Equipment delivered under each Lease, all replacements, substitutions, accessions and proceeds (cash and non-cash), including the proceeds of all insurance policies, thereof. Lessee agrees that with respect to the Equipment delivered under each Lease, Lessor shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State. Lessee may not dispose of any item of the Equipment delivered under any Lease without the prior written consent of Lessor, notwithstanding the fact that proceeds constitute a part of such Equipment.

**5. USE AND MAINTENANCE.** (a) Use. Lessee shall use the Equipment under each Lease solely for the purpose of performing one or more governmental functions of Lessee and in a careful, proper and lawful manner consistent with the requirements of all applicable insurance policies relating to such Equipment. Lessee will not change the location of any items of Equipment under any Lease as specified in the applicable Certificate of Acceptance (a form of which is attached hereto as Exhibit A-1) without the prior written consent of Lessor, which consent shall not be unreasonably withheld. Lessee shall not attach or incorporate the Equipment under any Lease to or in any other item of equipment in such a manner that such Equipment becomes or may be deemed to have become an accession to or a part of such other item of equipment. (b) Maintenance. Lessee, at its own expense, will keep and maintain, or cause to be kept and maintained, the Equipment under each Lease in as good an operating condition as when delivered to Lessee under such Lease, ordinary wear and tear resulting from proper use thereof alone excepted, and will provide all maintenance and service and make all repairs reasonably necessary for such purpose. All replacement parts and accessions shall be free and clear of all liens, encumbrances or rights of others and have a value and utility at least equal to the parts or accessions replaced. Lessee shall not make any material alterations to the Equipment under any Lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld. All additions to the Equipment under any Lease which are essential to its operation, or which cannot be detached without materially interfering with such operation or adversely affecting such Equipment's value and utility, shall immediately be deemed incorporated in such Equipment and subject to the terms of such Lease as if originally leased thereunder, and subject to the security interest of Lessor. Upon reasonable advance notice, Lessor shall have the right to inspect the Equipment under each Lease

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and all maintenance records with respect thereto, if any, at any reasonable time during normal business hours.

**6. FEES; TAXES, OTHER GOVERNMENTAL AND UTILITY CHARGES; LIENS.** (a) Fees. Lessee shall timely pay all titling, recordation, documentary stamp and other fees whatsoever, whether payable by Lessor or Lessee, arising at any time prior to or during the Full Lease Term of each Lease, or upon or relating to the Equipment under each Lease, the rental payments under each Lease or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment under each Lease and on or relating to each Lease. (b) Taxes, Other Governmental Charges and Utility Charges. The parties contemplate that the Equipment under each Lease will be used for a governmental purpose of Lessee and that the Equipment under each Lease will be exempt from all taxes presently assessed and levied with respect to personal property. In the event that the use, possession or acquisition of the Equipment under any Lease is found to be subject to taxation in any form (except for net income taxes of Lessor), Lessee will pay, as the same come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied during the Full Lease Term of such Lease against or with respect to the Equipment under such Lease, as well as all utility and other charges incurred in the operation and use of the Equipment under such Lease. (c) Liens. Lessee shall keep the Equipment under each Lease free and clear of all liens, levies and encumbrances, except those created under such Lease.

**7. INSURANCE.** (a) Casualty Insurance. At its own expense, Lessee shall throughout the term of each Lease keep the Equipment thereunder insured against loss or damage due to fire and the risks normally included in extended coverage, malicious mischief and vandalism, for not less than the Full Insurable Value of the Equipment. As used herein, "Full Insurable Value" means the full replacement value of the Equipment under a Lease or the Prepayment Amount applicable to the immediately preceding rental payment due date as designated on the pertinent Schedule, whichever is greater. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor and Lessee, as their interests may appear, and Lessee shall utilize its best efforts to have all checks relating to any losses delivered promptly to Lessor. If Lessee insures similar properties against casualty loss by self-insurance, with Lessor's prior written consent, Lessee may satisfy its obligations with respect to casualty insurance under each Lease by means of a self-insurance fund reasonably acceptable to Lessor. The Net Proceeds of the insurance required hereby shall be applied as provided in Section 8 hereof. As used herein, "Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deduction of all expenses (including attorneys' fees) incurred in the collection of such claim or award. (b) Liability Insurance. Lessee shall throughout the term of each Lease carry public liability insurance, both personal injury and property damage, covering the Equipment under such Lease in an amount as Lessor may from time to time reasonably require on notice to Lessee. Lessor shall be named as an additional insured with respect to all such liability insurance. With Lessor's prior written consent, Lessee may satisfy its obligations with respect to liability insurance under each Lease by maintaining a funded self-insurance plan. (c) Worker's Compensation. Lessee shall throughout the term of each Lease carry worker's compensation insurance covering all employees working on, in, near or about the Equipment under such Lease, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, near or about the Equipment under each Lease to carry such coverage throughout the Full Lease Term of such Lease. (d) General Requirements. All insurance required under this Section 7 shall be in form and amount and with companies reasonably satisfactory to Lessor except as otherwise expressly provided in each Lease. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage, annually throughout the Full Lease Term of each Lease. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that (i) it will give Lessor 30 days' prior written notice of the effective date of any material alteration or cancellation of such policy, and (ii) insurance as to the interest of any named additional insured or loss payee other than Lessee shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee with respect to such policy or policies.

**8. RISK OF LOSS; DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS.** (a) Risk of Loss. Lessee assumes all risk of loss of or damage to the Equipment under each Lease from any cause whatsoever, except for loss or damage caused by gross negligence or intentional wrongful conduct of Lessor or its representatives, and no such loss of or damage to the Equipment under any Lease, defect therein or unfitness or obsolescence thereof, shall relieve Lessee of its obligation to make rental payments or perform any other obligations under such Lease. (b) Damage, Destruction and Condemnation. If prior to the termination of the Full Lease Term of a Lease (i) the Equipment under such Lease or any portion thereof is destroyed (in whole or in part) or is damaged by fire or other casualty, or (ii) title to, or the temporary use of, the Equipment under such Lease or any part thereof or the estate of Lessee or Lessor in the Equipment under such Lease or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to Lessee's obligations pursuant to subsection (c) of this Section. (c) Use of Net Proceeds. With respect to each Lease, provided that the Equipment under a Lease is not deemed to be a total loss, Lessee shall, at its expense (subject to application of the Net Proceeds), cause the prompt repair, replacement or restoration of the affected Equipment under such Lease. In the event that the Equipment under such Lease is totally destroyed or damaged and Lessee is unable to make arrangements satisfactory to Lessor for the prompt replacement thereof, Lessee shall pay to Lessor, on the rental payment due date next succeeding the date of such loss, the Prepayment Amount applicable to such rental payment due date plus the rental payment due on such date and any other amounts then payable by Lessee under such Lease. Upon such payment, the term of the Lease and the security interest of Lessor in the Equipment under such Lease shall terminate, and Lessee will acquire full and unencumbered title to such Equipment as provided in Section 10 hereof. If Lessee is not then in default under such Lease, any portion of the Net Proceeds in excess of the amount required to pay in full Lessee's obligations as set forth in this subsection (c) shall be for the account of Lessee. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations under such Lease as set forth in this subsection (c), Lessee shall make such payments to the extent of any deficiency, but only from funds legally available for such purpose.

**9. DISCLAIMER OF WARRANTIES.** LESSOR, NOT BEING A SELLER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE) OF ANY EQUIPMENT UNDER ANY LEASE, NOR A SELLER'S AGENT, HEREBY EXPRESSLY DISCLAIMS AND MAKES TO LESSEE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO: THE FITNESS FOR USE, DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; THAT THE EQUIPMENT WILL SATISFY THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; AND ANY WARRANTY OR WARRANTY AGAINST PATENT INFRINGEMENT OR LATENT DEFECTS, it being agreed that all such risks, as between Lessor and Lessee, are to be borne by Lessee. Lessor is not responsible or liable for any direct, indirect, incidental or consequential damage to or losses resulting from the installation, operation or use of the Equipment or any products manufactured thereby. All assignable warranties made by the vendor(s) or manufacturer(s) to Lessor are hereby assigned to Lessee for and during the Full Lease Term of each Lease and Lessee agrees to resolve all such claims directly with the vendor(s) or manufacturer(s). Provided that Lessee is not then in default under a Lease, Lessor shall cooperate fully with Lessee with respect to the resolution of such claims, in good faith and by appropriate proceedings at Lessee's expense. Any such claim shall not affect in any manner the unconditional obligation of Lessee to make rental payments under each Lease.

**10. PURCHASE OF EQUIPMENT BY LESSEE; PREPAYMENT.** Provided that Lessee is not then in default under any Lease, such Lease will terminate, the security interest of Lessor in the Equipment under such Lease will be terminated and Lessee will acquire title to the Equipment under such Lease free and clear of all liens and encumbrances created by, or arising through or under, Lessor: (a) at the end of the Full Lease Term of such Lease, upon payment in full of all rental payments and other amounts payable by Lessee under such Lease for the Full Lease Term of such Lease; or (b) on any rental payment due date, upon payment by Lessee of the then applicable Prepayment Amount under such Lease as set forth on the pertinent Schedule plus the rental payment due on such date and all other amounts then due by Lessee under such Lease, provided that Lessee shall have given Lessor not less than 30 days' prior written notice of its intent to make such payment.

**11. QUIET POSSESSION.** Lessor represents and covenants to Lessee that Lessor has full authority to enter into this Agreement and each Lease, and that, conditioned upon Lessee performing all of the covenants and conditions under a Lease, as to claims of Lessor or persons claiming under Lessor, Lessee shall peaceably and quietly hold, possess and use the Equipment under such Lease during the term of such Lease subject to the terms and provisions thereof.

**12. ASSIGNMENT; SUBLEASING; INDEMNIFICATION.** (a) Assignment by Lessor. Any Lease, and the rights of Lessor thereunder and in and to the Equipment under such Lease and the pertinent Schedule, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assignees at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service such Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of such Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assignees. Lessee hereby appoints Lessor and its assigns as its agents to maintain a record of all assignments of this Agreement in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to cause such registration record to be maintained. Lessee agrees to execute all documents, including without limitation Notice and Acknowledgement of Sale of Rental Payments and Assignment of Lease, which may reasonably be requested by Lessor or its assignees to protect their interests in the Equipment under such Lease and in such Lease. (b) No Sale, Assignment or Subleasing by Lessee. This Agreement, any Lease or the interest of Lessee in the Equipment under any Lease may not be sold, assigned, sublet or encumbered by Lessee without the prior written consent of Lessor. (c) Release and Indemnification Covenants. To the extent permitted by the laws and Constitution of the State, Lessee hereby assumes and agrees to indemnify, protect, save and keep harmless Lessor, its agents and employees, from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatsoever kind and nature, arising on account of (i) the ordering, acquisition, delivery, installation or rejection of the Equipment under any Lease; (ii) the possession, maintenance, use, condition (including, without limitation, latent and other defects whether or not discoverable by Lessor or Lessee, any claim in tort, including actions for strict liability, and any claim for patent, trademark or copyright infringement) or operation of any item of the Equipment under any Lease (by whomsoever used or operated); or (iii) the loss, damage, destruction, removal, return, surrender, sale or other disposition of the Equipment under any Lease, or any item thereof. It is understood and agreed, however, that Lessor shall give Lessee prompt notice of any claim or liability hereby indemnified against and that Lessee shall be entitled to control the defense thereof, so long as Lessee is not in default under the pertinent Lease.

**13. EVENTS OF DEFAULT AND REMEDIES.** (a) Events of Default. The following shall be "events of default" with respect to a Lease and the terms "event of default" and "default" shall mean, whenever they are used in a Lease, any one or more of the following events: (1) failure by Lessee to pay any rental payment under such Lease or other payment required to be paid thereunder within 5 days of the due date therefor; or (2) failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed under such Lease and such failure shall continue unremedied for a period of 30 days after written notice specifying such failure and requesting that it be remedied, unless Lessor shall agree in writing to an extension of such time prior to its expiration; or (3) any certificate, statement, representation, warranty or audit contained in such Lease or thereto or thereafter furnished with respect to such Lease by or on behalf of Lessee proving to have been false in any material respect at the time as of which the facts therein set forth were stated or certified, or having omitted any substantial contingent or unliquidated liability or claim against Lessee; or (4) commencement by Lessee of a case or proceeding under the federal bankruptcy laws or filing by Lessee of any petition or answer seeking relief under any existing or future bankruptcy, insolvency or other similar laws or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or (5) a petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar laws shall be filed and not withdrawn or dismissed within 60 days thereafter; or (6) an actual or attempted sale, lease or encumbrance of any of the Equipment under such Lease or any item thereof or any attachment, levy or execution is levied upon or against any of the Equipment under such Lease or any item thereof; or (7) the occurrence of an event of default under any other Lease. (b) Remedies on Default. Whenever any event of default under a Lease shall have occurred and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies: (1) with or without terminating such Lease, retake possession of the Equipment under such Lease or items thereof and sell, lease or sublease items of the Equipment under such Lease for the account of Lessee, with the net amount of all proceeds received by Lessor to be applied to Lessee's obligations under such Lease, including, but not limited to, all payments due and to become due during the Full Lease Term of such Lease, holding Lessee liable for the excess (if any) of: (i) the rental payments payable by Lessee under such Lease to the end of the Original Term or then current Renewal Term of such Lease (whichever is applicable) and any other amounts then payable by Lessee under such Lease (including but not limited to attorneys' fees, expenses and costs of repossession), over (ii) the net purchase price or rent and other amounts paid by a purchaser, lessee or sublessee of the Equipment under such Lease pursuant to such sale, lease or sublease, provided that the excess (if any) of such amounts over the Prepayment Amount applicable to the last rental payment due date of the Original Term or Renewal Term of such Lease (whichever is applicable) and the amounts referred to in clause (i) shall be paid to Lessee; (2) require Lessee at Lessee's risk and expense promptly to return the Equipment under such Lease to Lessor in the manner and in the condition set forth in Section 5(b) hereof at such location in the continental United States as is specified by Lessor; (3) if Lessor is unable to repossess the Equipment under such Lease for any reason, the Equipment under such Lease shall be deemed a total loss and Lessee shall pay to Lessor the amount due pursuant to Section 8 hereof; and (4) exercise any other right, remedy or privilege which may be available to it under applicable laws of the State or any other applicable law or proceed by appropriate court action to enforce the terms of such Lease, to recover damages for the breach of such Lease or to rescind such Lease as to the Equipment. In addition, Lessee will remain liable for all legal fees and other costs and expenses, including court costs, reasonably incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

(c) No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement and as provided in each Lease or now or hereafter existing at law or in equity. Lessor's remedies hereunder and as provided in each Lease may be exercised separately with respect to items of the Equipment under a Lease or in the aggregate with respect to



the Equipment under all Leases. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

**14. TAX COVENANTS.** (a) The parties assume that Lessor can exclude the interest component of the rental payments under each Lease from federal gross income. Lessee covenants and agrees that it will (i) during the term of this Agreement use a book entry system to register the owner of each Lease so as to meet the applicable requirements of Section 149(a)(3) of the Code; (ii) complete and timely file an IRS Form 8038-G (or, if the invoice price of the Equipment under a lease is less than \$100,000, a Form 8038-GC) with the Internal Revenue Service ("IRS") in accordance with Section 149(e) of the Code; (iii) not permit the Equipment under any Lease to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private persons or entities pursuant to contractual arrangements which do not satisfy the IRS' guidelines for permitted management contracts, as the same may be amended from time to time; and (iv) comply with all provisions and regulations applicable to excluding the interest component of the rental payments under each Lease from federal gross income pursuant to Section 103 of the Code. (b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any rental payment under a Lease from federal gross income because Lessee breached a covenant contained in this Section 14 as provided in such Lease, then Lessee shall pay to Lessor, within 30 days after Lessor notifies Lessee of such determination, the amount which, with respect to rental payments previously paid under such Lease and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all rental payments due under such Lease through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent under such Lease to Lessor on each succeeding rental payment due date in such amount as will maintain such after-tax yield to Lessor. Notwithstanding anything in this subsection (b) or elsewhere in this Agreement to the contrary, any amount payable by Lessee pursuant to this subsection (b) as provided in a Lease shall be payable solely from funds legally available for such purpose and shall be subject to Section 1(e) hereof.

**15. LESSOR'S RIGHT TO PERFORM FOR LESSEE.** If Lessee fails to perform or comply with any of its agreements contained in a Lease, Lessor shall have the right, but shall not be obligated, to effect such performance or compliance, and the amount of any out of pocket expenses and other reasonable expenses of Lessor incurred in connection with the performance of or compliance with such agreement, together with interest thereon at the rate of 12% per annum (or, if such rate is in excess of the maximum rate permitted by law, the maximum rate permitted by law), shall be payable by Lessee upon demand. With respect to each Lease, within 10 days of receipt, Lessee shall execute, endorse and deliver to Lessor any deed, conveyance, assignment or other instrument in writing as may be required to vest in Lessor any right, title or power which by the terms of such Lease are expressed to be conveyed or conferred upon Lessor, including, without limitation: (a) Uniform Commercial Code financing statements (including continuation statements), real property waivers; (b) documents and checks or drafts relating to or received in payment for any loss or damage under the policies of insurance required by the provisions of Section 7 hereof to the extent that the same relate to the Equipment under such Lease; and (c) upon an event of default or nonappropriation under any or all Leases or times thereafter as Lessor in its sole and absolute discretion may determine, any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment under any or all Leases in order to vest title in Lessor and transfer possession to Lessor. Further, to the extent permitted by law, Lessee appoints Lessor as its attorney-in-fact for the limited purpose of, and with the full authority to, execute and file Uniform Commercial Code financing statements (including continuation statements), which Lessor

deems necessary or appropriate to establish and maintain its security interest in the Equipment under each Lease or for the confirmation or perfection of each Lease and Lessor's rights under each Lease, in the name and on behalf of Lessor, and agrees that photocopies of originally executed Uniform Commercial Code financing statements (including continuation statements) may be filed in the appropriate recording offices as originals.

**16. MISCELLANEOUS.** (a) Notices. All notices (excluding billings and communications in the ordinary course of business) under a Lease shall be in writing, and shall be sufficiently given and served upon the other party if delivered (i) personally, (ii) by United States registered or certified mail, return receipt requested, postage prepaid, (iii) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available; or (iv) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing. (b) Binding Effect. This Agreement and each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. (c) Severability; Survival. Any provision of this Agreement or any Lease which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or any such Lease, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, Lessee hereby waives any provision of law which renders any provision of this Agreement or any Lease prohibited or unenforceable in any respect. The representations, warranties and covenants of Lessee in this Agreement and in each Lease shall be deemed to be continuing and to survive the closing under this Agreement and each Lease. Each execution by Lessee of a Certificate of Acceptance in connection with a Lease shall be deemed a reaffirmation and warranty that there have been no material adverse change in the financial condition of Lessee from the date of execution of this Agreement or such Lease. The obligations of Lessee under Sections 1(e), 6, 12(c) and 14, which accrue during the term of this Agreement and are incorporated into each Lease, shall survive the termination of this Agreement or any Lease. (d) Execution in Counterparts; Chattel Paper. This Agreement and each Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only the counterpart marked "Original" shall constitute chattel paper for purposes of the Uniform Commercial Code. (e) Administrative. Lessee agrees that Lessor or its Assignee may treat executed faxes or photocopies delivered to Lessor as original documents; however, Lessee agrees to deliver original signed documents as requested. Lessee agrees that Lessor may insert the appropriate administrative information to complete this Agreement. Lessor will provide a copy of the final Agreement upon request (f) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. (g) Captions. The captions in this Agreement and each Lease are for convenience of reference only and shall not define or limit any of the terms or provisions of this Agreement or any Lease. (h) Entire Agreement. This Agreement and each Lease (including the Exhibits attached thereto) constitute the entire agreement between Lessor and Lessee. No waiver, consent, modification or change of terms of this Agreement or any Lease shall bind either party unless in writing signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given except that Lessor may insert the serial number and additional description details in any Schedule of any item of Equipment after delivery thereof. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement, any Lease or the Equipment leased under any Lease. Any terms and conditions of any purchase order or other document (with the exception of supplements) submitted by Lessee in connection with this Agreement or any Lease which are in addition to or inconsistent with the terms and conditions of this Agreement or any such Lease will not be binding on Lessor and will not apply to this Agreement or any such Lease. Lessee by the signature below of its authorized representative acknowledges that it has read this Agreement and any Lease, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above set forth.

COUNTY OF RIVERSIDE, CA  
as lessee

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**JOHN TAVAGLIONE**  
**CHAIRMAN, BOARD OF SUPERVISORS**

BANC OF AMERICA PUBLIC CAPITAL CORP.,  
as lessor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Michelle Schmidt**  
**Vice President**

FORM APPROVED COUNTY COUNSEL

BY: \_\_\_\_\_

**NEAL R. KIPNIS**

DATE: **12/18/12**

ATTEST:

**KECIA HARPER-JHEM, Clerk**

By: \_\_\_\_\_

**DEPUTY**

DEC 18 2012

3.47

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.: **500-3127187-000**

DATE OF LEASE SCHEDULE: **DECEMBER 18, 2012**

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<sup>*</sup></u> <u>(IF AVAILABLE)</u>
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**See Preliminary 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**

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<sup>\*</sup> Lessee authorizes Lessor to insert serial numbers and additional description details of Equipment when determined by Lessor as provided in Section 18(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 \$16,000,000.00. 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 \$14,630,641.00 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 2.23%. 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 7/1/2012 to 6/30/2013.

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

By: [Signature]  
Printed Name: Teresa Summers  
Title: RCIT Deputy Director Business Administration

By: [Signature]  
Printed Name: Mark Seiler  
Title: Assistant Director Purchasing & Fleet Services

BANC OF AMERICA PUBLIC CAPITAL CORP  
as lessor

By: [Signature]  
Printed Name: Michelle Schmidt  
Title: Vice President

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.



## COUNTY OF RIVERSIDE, CA

### FINANCING INCENTIVE RATE PAYMENT SCHEDULE

PAYMENT NO.	PAYMENT DUE DATE	PAYMENT	INTEREST	PRINCIPAL	PRINCIPAL BALANCE
Commencement date	12/21/2012				16,000,000.00
1	07/31/2013	1,000,000.00	0.00	1,000,000.00	15,000,000.00
2	07/31/2014	1,000,000.00	0.00	1,000,000.00	14,000,000.00
3	07/31/2015	3,000,000.00	0.00	3,000,000.00	11,000,000.00
4	07/31/2016	3,000,000.00	0.00	3,000,000.00	8,000,000.00
5	07/31/2017	3,000,000.00	0.00	3,000,000.00	5,000,000.00
6	07/31/2018	3,000,000.00	0.00	3,000,000.00	2,000,000.00
7	07/31/2019	2,000,000.00	0.00	2,000,000.00	0.00
Grand Totals		16,000,000.00	0.00	16,000,000.00	

The original purchase price of the Equipment is \$16,000,000.00. 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	12/21/2012	16,000,000.00			16,000,000.00
Financing Incentive*	12/21/2012			1,369,359.00	N/A
1	07/31/2013	1,000,000.00	200,424.74	799,575.26	15,000,000.00
2	07/31/2014	1,000,000.00	311,580.63	688,419.37	14,000,000.00
3	07/31/2015	3,000,000.00	296,072.20	2,703,927.80	11,000,000.00
4	07/31/2016	3,000,000.00	235,159.21	2,764,840.79	8,000,000.00
5	07/31/2017	3,000,000.00	172,874.00	2,827,126.00	5,000,000.00
6	07/31/2018	3,000,000.00	109,185.65	2,890,814.35	2,000,000.00
7	07/31/2019	2,000,000.00	44,062.57	1,955,937.43	0.00
Grand Totals		16,000,000.00	1,369,359.00	14,630,641.00	

\* LESSEE ACKNOWLEDGES THAT THE AMOUNT FINANCED BY LESSOR, IS \$14,630,641.00 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 2.23%. 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**  
**PRELIMINARY EQUIPMENT DESCRIPTION**

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

Part Number	Description	List Price	Discount %	Final Price	Qty
<b>Bundles - Analog</b>					
VG224-4PACK	4 Pack of VG224 High Density Analog Gateway	0.00	0.00	0.00	25
MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)	0.00	0.00	0.00	100
MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)	0.00	0.00	0.00	100
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	100
VG224-MP	VG224 for MultiPack	4,125.00	0.00	4,125.00	100
SVGVG-15104M	Cisco VG200 Series IP SUBSET/VOICE	0.00	0.00	0.00	100
<b>IP Phones</b>					
CP-6921-CL-K9=	Cisco UC Phone 6921, Charcoal, Slimline Handset	235.00	0.00	235.00	18,902
CP-6945-CL-K9=	Cisco UC Phone 6945, Charcoal, Slimline Handset	385.00	0.00	385.00	2,626
<b>Router Accessories</b>					
VIC2-4FXO=	Four-port Voice Interface Card - FXO (Universal)	880.00	0.00	880.00	450
<b>Routers</b>					
ASR1001-4X1GE	Cisco ASR1001 System 4 built-in GE, 4X1GE IDC, Dual P/S	31,000.00	0.00	31,000.00	4
M-ASR1K-1001-4GB	Cisco ASR1001 4GB DRAM	0.00	0.00	0.00	4
ASR1001-PWR-AC	Cisco ASR1001 AC Power Supply	0.00	0.00	0.00	8
CAB-AC-RA	Power Cord, 110V, Right Angle	0.00	0.00	0.00	8
FLSASR1-CUE-500	Uni Border Element-Ent Edition 500 Sessions-ASR1k	49,750.00	0.00	49,750.00	4
SASR1001U-34S	Cisco ASR 1001 IOS XE UNIVERSAL - NO ENCRYPTION	0.00	0.00	0.00	4
SLASR1-AES	Cisco ASR 1000 Advanced Enterprise Services License	10,000.00	0.00	10,000.00	4
<b>Arlington</b>					
Cisco 3945 Voice Bundle, PVD3-64, UC License PAK		13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	3
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
<b>Hemet</b>					
Cisco 3945 Voice Bundle, PVD3-64, UC License PAK		13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	3
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
<b>Indio</b>					
Cisco 3945 Voice Bundle, PVD3-64, UC License PAK		13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
PVDM3-128	128-channel high-density voice and video DSP module	6,400.00	0.00	6,400.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	2
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
<b>Moreno Valley</b>					
Cisco 3945 Voice Bundle, PVD3-64, UC License PAK		13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
NM-HD-2VE	Two-slot IP Communications Enhanced Voice/Fax Network Module	2,640.00	0.00	2,640.00	2
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
SM-NM-ADPTR[2]	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.00	250.00	2
VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.00	2,200.00	4
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
<b>Riverside 1</b>					
Cisco 3945 Voice Bundle, PVD3-64, UC License PAK		13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
NM-HD-2VE	Two-slot IP Communications Enhanced Voice/Fax Network Module	2,640.00	0.00	2,640.00	1
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
SM-NM-ADPTR	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.00	250.00	1
VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.00	2,200.00	2
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1



ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
<b>Riverside 2</b>	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
	Two-slot IP Communications Enhanced Voice/Fax Network Module	2,640.00	0.00	2,640.00	1
NM-HD-2VE					
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
SM-NM-ADPTR	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.00	250.00	1
VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.00	2,200.00	2
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
<b>Temecula</b>	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
<b>24 Port Analog</b>					
VG224	24 Port Voice over IP analog phone gateway	5,395.00	0.00	5,395.00	2
MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)	0.00	0.00	0.00	2
MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)	0.00	0.00	0.00	2
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	2
SVGVG-15104M	Cisco VG200 Series IP SUBSET/VOICE	0.00	0.00	0.00	2
<b>Bundles - Call Center</b>					
CCE-PAC-BUNDLE	Packaged CCE	0.00	0.00	0.00	1
	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	0.00		0.00	32
<b>A03-D300GA2</b>					
C260-MRBD-002	2 DIMM Memory Riser Board For C260	0.00	0.00	0.00	32
N2XX-AIPCIO2	Intel Quad port GbE Controller (E1G44ETG1P20)	0.00	0.00	0.00	2
R2XX-PL003	LSI 6G MegaRAID 9261-8i card (RAID 0,1,5,6,10,60) - 512WC	0.00	0.00	0.00	2
UCS-CPU-E72870	2.4 GHz E7-2870 130W 10C / 30M Cache	0.00	0.00	0.00	4
UCS-MKIT-041RX-C	Mem kit for UCS-MR-2X041RX-C	0.00	0.00	0.00	64
UCS-MR-2X041RX-C	2X4GB DDR3-1333-MHz RDIMM/PC3-10600/single rank/x8/1.35v	0.00	0.00	0.00	32
UCS-SD-16G	16GB SD Card module for UCS Servers	0.00	0.00	0.00	2
UCSC-BBU-11-C260	RAID battery backup for LSI Electr controller for C260	0.00	0.00	0.00	2
UCSC-DBKP-08E	8 Drive Backplane W/ Expander For C-Series	0.00	0.00	0.00	4
UCSC-HS-01-C260	CPU HEAT SINK for UCS C260 M2 RACK SERVER	0.00	0.00	0.00	4
UCSC-PCIF-01F	Full height PCIe filler for C-Series	0.00	0.00	0.00	4
UCSC-PCIF-01H	Half height PCIe filler for UCS	0.00	0.00	0.00	4
UCSC-PSU2-1200	1200W 2u Power Supply For UCS	0.00	0.00	0.00	4
UCSC-RAIL-2U	2U Rail Kit for UCS C-Series servers	0.00	0.00	0.00	2
UCSC-RC-P8M-C260	.79m SAS RAID Cable for C260	0.00	0.00	0.00	4
UCSX-MLOM-001	Modular LOM For UCS	0.00	0.00	0.00	2
	North America,NEMA L6-20 250V/20A plug-IEC320/C13 receptacle	0.00		0.00	4
CAB-AC-250V/13A			0.00		
CCE-PAC-M1	CCE and CVP Deployment Package M1	15,000.00	0.00	15,000.00	1
UCS-C260M2-VCD2	UCS C260 M2 Rack Server w/ 2-E72870, 16x 2x4GB DDR	50,953.00	0.00	50,953.00	2
UCSS-CCE-PAC	UCSS for CCE Packaged Agent	0.00	0.00	0.00	1
CCE-PAC-CVP-LIC	CVP Server and Port License PAKs	0.00	0.00	0.00	4
CCE-PAC-CVP-STU-90	Call Studio 9.0	0.00	0.00	0.00	2
CCEH-CUIC-STD	License for Cisco Unified Intelligence Center Standard	0.00	0.00	0.00	2
CCEH-FINESSE-SVR-L	Cisco Finesse Server SW HA Pair for CCE	0.00	0.00	0.00	1
CCEH-MEDIA90-K9	Media Kit for Unified CC Enterprise and Hosted 9.0	0.00	0.00	0.00	1
CUIC-V-STD-PAK	Licensing PAK For CUIC Standard - UCS or MCS	0.00	0.00	0.00	1
CVP-90-SERVER-SW	CVP 9.0 Server Software	0.00	0.00	0.00	4
CVP-9X-PTS-TOTAL	CVP 9.X Total No PT - Auto Gen value	0.00	0.00	0.00	2,000
IPCE-DIALPORT-L	IPCE ENTERPRISE OUTBOUND DIALER PORT	0.00	0.00	0.00	100
CCE-PAC-AGENT	CCE Packaged Agent	1,930.00	0.00	1,930.00	500
UCSS-CCE-PACAGT-5Y	UCSS for CCE Packaged Agent - 5 Year Sub	539.00	0.00	539.00	500
<b>Network Management Software</b>					
R-UCMS-STE-B-30K	OM9.0 SM9.0 SSM9.0 PM9.0 Suite Bundle 30K IP Phones	630,000.00	0.00	630,000.00	1
L-CUPM-B-30KLICS	Unified Provisioning Manager B 30K add-on phone lic Suite	0.00	0.00	0.00	1
L-UOM-B-30K	Unified Operations Mgr 9.x up to 30K IP Phone LIC Suite-K9	0.00	0.00	0.00	1
L-USM-B-30K	Unified Service Monitor 9.x up to 30K Phone LIC for Suite-K9	0.00	0.00	0.00	1
L-USSM-B-30K	Unified Service Statistics Manager 9.x, 30K Phone LIC Ste-K9	0.00	0.00	0.00	1
R-UOM-9.0-K9	UOM 9.0 Software image for UCMS Suite	0.00	0.00	0.00	1
R-UPM-9.0-K9	Cisco Prime UPM 9.0 Image for Suite	0.00	0.00	0.00	1
R-USM-9.0-K9	USM 9.0 Software Image for UCMS Suite	0.00	0.00	0.00	1
R-USSM-9.0-K9	USSM 9.0 Software Image for UCMS Suite	0.00	0.00	0.00	1
L-CUAC9X-ATT-CON	Cisco Unified Attendant Console 9.x - eDelivery	0.00	0.00	0.00	1
L-UCSS-ATT-PAK	PAK for Cisco Unified Attendant Console UCSS	0.00	0.00	0.00	1
L-CUACE9X-ATT-CON	Cisco Unified Attendant Console Enterprise Edition 9.x	2,950.00	0.00	2,950.00	5
L-UCSS-ATT-CUE5-1	UCSS for Enterprise Att Console for 5 years - 1 Instance	1,033.00	0.00	1,033.00	5
VMW-VS5-STD-5A	VMware vSphere 5 Standard (1 CPU), 5yr. Support Required	1,866.00	0.00	1,866.00	12
C260-BASE-2646	UCS C260 M2 Rack Server (w/o CPU, MRB, PSU)	6,496.00	0.00	6,496.00	6
UCS-MKIT-041RX-C	Mem kit for UCS-MR-2X041RX-C	0.00	0.00	0.00	192
UCSC-HS-01-C260	CPU HEAT SINK for UCS C260 M2 RACK SERVER	0.00	0.00	0.00	12
UCSC-PCIF-01F	Full height PCIe filler for C-Series	0.00	0.00	0.00	12
UCSC-PCIF-01H	Half height PCIe filler for UCS	0.00	0.00	0.00	12
UCSC-RC-P8M-C260	.79m SAS RAID Cable for C260	0.00	0.00	0.00	12
	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	589.00		589.00	96
A03-D300GA2			0.00		



C260-MRBD-002	2 DIMM Memory Riser Board For C260	111.00	0.00	111.00	96
	North America, NEMA L6-20 250V/20A plug-IEC320/C13 receptacle	0.00		0.00	12
CAB-AC-250V/13A			0.00		
N2XX-AIPCI02	Intel Quad port GbE Controller (E1G44ETG1P20)	999.00	0.00	999.00	6
R2XX-PL003	LSI 6G MegaRAID 9261-8i card (RAID 0,1,5,6,10,60) - 512WC	1,591.00	0.00	1,591.00	6
UCS-CPU-E72870	2.4 GHz E7-2870 130W 10C / 30M Cache	10,080.00	0.00	10,080.00	12
UCS-MR-2X041RX-C	2X4GB DDR3-1333-MHz RDIMM/PC3-10600/single rank/x8/1.35v	450.00	0.00	450.00	96
UCSC-BBU-11-C260	RAID battery backup for LSI Electr controller for C260	281.00	0.00	281.00	6
UCSC-DBKP-08E	8 Drive Backplane W/ Expander For C-Series	528.00	0.00	528.00	12
UCSC-PSU2-1200	1200W 2u Power Supply For UCS	652.00	0.00	652.00	12
UCSC-RAIL-2U	2U Rail Kit for UCS C-Series servers	199.00	0.00	199.00	6
UCSC-SD-16G-C260	16GB SD card for C260 M2	300.00	0.00	300.00	6
UCSX-MLOM-001	Modular LOM For UCS	440.00	0.00	440.00	6
<b>Network Switches</b>					
WS-C2960S-48FPS-L	Catalyst 2960S 48 GigE PoE 740W, 4xSFP LAN Base	7,495.00	0.00	7,495.00	900
GLC-SX-MM	GE SFP, LC Connector SX Transceiver	500.00	0.00	500.00	4,000
<b>Wireless</b>					
AIR-CT5508-500	2x AIR-CT5508-500-K9	167,995.00	0.00	167,995.00	3
AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir; 3x4:3SS; Mod; Int Ant; A Reg Domain	1,095.00	0.00	1,095.00	3,000
CABLING	Install, Test and Certify Cable Drop for Wireless Access Points	250.00	0.00	250.00	3,000
<b>Voice ELA</b>					
UC-ENT-LIC-ULTD	Cisco Unified Communication Enterprise License Agreement	554.00	0.00	554.00	12,500
	Implementation Costs for Converged Network				
	Other required Cisco Equipment				

Exhibit A-1  
(To Lease Schedule No. **500-3127187-000**)  
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. **500-3127187-000** dated as of **December 18, 2012** (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. **500-3127187-000**)

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

EXHIBIT A-3  
(To Lease Schedule No. **500-3127187-000**)

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

# COUNTY OF RIVERSIDE



## Board of Supervisors

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

### EXHIBIT B INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Board Clerk of **COUNTY OF RIVERSIDE, CA**, a body corporate and politic duly organized under the laws of the State of **CALIFORNIA**, that I have custody of the records of such entity and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures, and (ii) such officers have the authority on behalf of such entity to enter into that certain Master Equipment Lease/Purchase Agreement No. **3127187** dated as of **December 18, 2012** (the "Agreement") between **COUNTY OF RIVERSIDE, CA** and **BANC OF AMERICA PUBLIC CAPITAL CORP** and is duly authorized to execute Certificates of Acceptance, Requisition Request and other documents relating to the Agreement and any subsequent Lease Schedules thereto.

NAME	TITLE
John Tavaglione	Chairman, Board of Supervisors
Kevin K Crawford	Chief Information Officer
Teresa Summers	RCIT Deputy Director, Business Administration

SIGNATURE

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of **COUNTY OF RIVERSIDE, CA** hereto this 18th day of December 2012.

[SEAL]

Secretary Clerk

(other than the person signing the documents)

EXHIBIT A-4  
(To Lease Schedule No. **500-3127187-000**)

[ATTACH 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.]

EXHIBIT C  
OPINION OF LESSEE'S COUNSEL

(PLEASE FURNISH THIS TEXT ON ATTORNEY'S LETTERHEAD)  
[To be dated the Funding Date for the Lease Schedule described herein]

**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 Schedules thereto

Ladies and Gentlemen:

As counsel for the **COUNTY OF RIVERSIDE, CA** ("Lessee"), I have examined the Master Equipment Lease-Purchase Agreement No. **3127187** duly executed by Lessee and dated as of **December 18, 2012** (the "Master Lease") which has been incorporated by reference into Lease Schedule No. **500-3127187-000** dated as of **December 18, 2012** ("Lease Schedule No. **500-3127187-000**"), each between Lessee and **BANC OF AMERICA PUBLIC CAPITAL CORP**, as lessor ("Lessor"), the Escrow Agreement dated as of **December 21, 2012** [(the "Escrow Agreement"), the form of the Certificate of Acceptance (the "Certificate of Acceptance") attached to Lease Schedule No. **500-3127187-000** and the proceedings taken by the governing body of Lessee to authorize on behalf of Lessee the execution and delivery of the Master Lease, Lease Schedule No. **500-3127187-000**, the Escrow Agreement, the Certificate of Acceptance and all additional equipment schedules related payment schedules and Escrow Agreements relating to the additional equipment schedule to be entered into pursuant to the Master Lease (each of which is herein referred to as an "Additional Lease Schedule") and to be executed and delivered in substantially the same manner and in substantially the same form as Lease Schedule No. **500-3127187-000**. The Master Lease, Lease Schedule No. **500-3127187-000**, the Escrow Agreement, and the related Certificate of Acceptance are herein collectively referred to as the "Lease." The Master Lease, any Additional Lease Schedule and the related Certificate of Acceptance are herein collectively referred to as an "Additional Lease." Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is a corporate and politic duly organized and legally existing as a political subdivision, municipal corporation or similar public entity under the Constitution and laws of the State of **CALIFORNIA** with full power and authority to enter into the Master Lease, Lease Schedule No. **500-3127187-000** the Escrow Agreement, the Certificate of Acceptance and each Additional Lease Schedule.
2. The Master Lease, Lease Schedule No. **500-3127187-000**, the Escrow Agreement, and each Additional Lease Schedule have each been duly authorized and have been, or, with respect to each Additional Lease Schedule, will be, duly executed and delivered by

Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Master Lease and Lease Schedule No. **500-3127187-000**, the Escrow Agreement constitute and, each Additional Lease Schedule will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

3. The Certificate of Acceptance has been duly authorized by Lessee and, when a Certificate of Acceptance is duly executed and delivered by Lessee in accordance with Lease Schedule No. **500-3127187-000** or any Additional Lease Schedule, the Lease and each Additional Lease to which a Certificate of Acceptance relates will constitute the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.
4. The Equipment to be leased pursuant to the Lease and each Additional Lease constitutes personal property and when subjected to use by Lessee will not be or become a fixture under applicable law.
5. Lessee has complied with any applicable public bidding requirements in connection with the Lease, each Additional Lease and the transactions contemplated thereby.
6. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery or performance by Lessee of the Master Lease, Lease Schedule No. **500-3127187-000** or any Additional Lease Schedule or in any way to contest the validity of the Lease or any Additional Lease, to contest or question the creation or existence of Lessee or its governing body or the authority or ability of Lessee to execute or deliver the Lease or any Additional Lease or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin Lessee from annually appropriating sufficient funds to pay the Rental Payments or other amounts contemplated by the Lease or any Additional Lease.
7. The resolution adopted by Lessee's governing body authorizing the execution and delivery of the Master Lease, Lease Schedule No. **500-3127187-000**, the Certificate of Acceptance, the Additional Lease Schedules, each Certificate of Acceptance and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.
8. Lessee's name indicated above is its true, correct, and complete legal name.
9. The entering into and performance of the Master Lease, Lease Schedule No. **500-3127187-000**, the Escrow Agreement and each Additional Lease Schedule do not, and the execution of a Certificate of Acceptance by Lessee pursuant to Lease Schedule No. **500-3127187-000** and each Additional Lease Schedule will not, violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other



encumbrance upon any assets of Lessee or on the Equipment (as such term is defined in the Master Lease) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound.

This opinion is for the sole benefit of, and may be relied upon by, you and any permitted assignee or subassignee of Lessor under the Agreement, provided that we understand and agree that this opinion may be relied upon by special tax counsel if one is retained to render an opinion as to the exemption from federal income taxation of the interest component of payments to be made by Lessee pursuant to the Agreement.

Respectfully submitted,

Attorney

# 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

### EXHIBIT A-5

(To Lease Schedule No. **500-3127187-000**)

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. **500-3127187-000** dated as of **December 18, 2012**, 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. **500-3127187-000** 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,

FORM APPROVED COUNTY COUNSEL  
BY TEAL R. KIPNIS

12/18/12  
DATE

By: JOHN TAVAGLIONE

Printed Name: JOHN TAVAGLIONE

Title: CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

KECIA HARPER-IHEM, Clerk

By: KECIA HARPER-IHEM  
DEPUTY

DEC 18 2012 3:47

EXHIBIT A-6  
(To Lease Schedule No. 500-3127187-000)

December 18, 2012

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. **500-3127187-000** dated  
as of **December 18, 2012**, 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. **500-3127187-000**, **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. **500-3127187-000** attached hereto and in the amount not less than **\$16,000,000.00**. 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: **CHAIRMAN, BOAP**

FORMAL PROVID COUNTY COUNSEL

BY: \_\_\_\_\_

**NEAL R. KIPNIS**

DATE

ATTEST:

**KECIA HAPPER-IHEM, Clerk**

By: \_\_\_\_\_

**DEPUTY**

DEC 18 2012 3:47

EXHIBIT A-9  
(To Lease Schedule No. **500-3127187-000**)

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

A RESOLUTION OF THE COUNTY OF RIVERSIDE, CALIFORNIA  
AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER  
EQUIPMENT LEASE/PURCHASE AGREEMENT DATED DECEMBER  
18, 2012 AND SEPARATE LEASE SCHEDULES WITH RESPECT TO  
THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF  
CERTAIN EQUIPMENT FOR THE PUBLIC BENEFIT; AUTHORIZING  
THE EXECUTION AND DELIVERY OF DOCUMENTS REQUIRED IN  
CONNECTION THEREWITH; AND AUTHORIZING THE TAKING OF  
ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF  
THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

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

WHEREAS, in order to acquire such equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the “Agreement”) and separate Lease Schedules from time to time as provided in the Agreement with BANC OF AMERICA PUBLIC CAPITAL CORP (the “Lessor”), the form of which has been presented to the governing body of the Lessee at this meeting; and

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

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 December 18, 2012 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 and each Lease  
15 Schedule to carry out, give effect to and consummate the transactions contemplated thereby (including but  
16 not limited to the execution and delivery of Acceptance Certificates and any tax certificate and agreement,  
17 each with respect to separate Lease Schedules, as contemplated in the Agreement) and to take all action  
18 necessary in conformity therewith, including, without limitation, the execution and delivery of any  
19 closing and other documents required to be delivered in connection with the Agreement and each Lease  
20 Schedule.

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

1        Section 4.      APPOINTMENT OF AUTHORIZED LESSEE REPRESENTATIVES. The Chief  
2 Information Officer and the Deputy Director of Business Administration, Riverside County Information  
3 Technology of the Lessee are each hereby designated to act as authorized representatives of the Lessee for  
4 purposes of the Agreement and each Lease Schedule until such time as the governing body of the Lessee  
5 shall designate any other or different authorized representative for purposes of the Agreement and each  
6 Lease Schedule.

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

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

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

15  
16      ROLL CALL:

17      Ayes:            Buster, Tavaglione, Stone, Benoit, and Ashley  
18      Nays:            None  
19      Absent:          None

20      The foregoing is certified to be a true copy of a resolution duly  
21 adopted by said Board of Supervisors on the date therein set forth.

22                              KECIA HARPER-IHEM, Clerk of said Board

23      By:   
24                              Deputy

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



**FROM:** Riverside County Information Technology (RCIT)

**SUBMITTAL DATE:**  
December 10, 2012

**SUBJECT:** Master Equipment Lease/Purchase Agreement No. 3127187 with Banc of America Public Capital Corp for a Cisco solution and implementation of a voice, video, wireless and data Converged Network for Riverside County

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Master Equipment Lease/Purchase Agreement No. 3127187 with Banc of America Public Capital Corp for a Cisco solution and implementation of a voice, video, wireless and data Converged Network for Riverside County, and authorize the Chairman to sign the agreement;
2. Approve Resolution 2012-251 to authorize the execution and delivery of a Master Equipment Lease/Purchase Agreement dated December 18, 2012 and separate lease schedules;
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;
4. Approve Cisco as the standard County solution for a Converged Network, which includes voice, video, wireless and data; and,
5. Direct RCIT to return to the Board for approval and execution of the award for equipment purchase and installation within 30-days.

 11 Dec 12  
Kevin K Crawford  
Chief Information Officer

<b>FINANCIAL DATA</b>	<b>Current F.Y. Total Cost:</b>	\$ N/A	<b>In Current Year Budget:</b>	N/A
	<b>Current F.Y. Net County Cost:</b>	\$ N/A	<b>Budget Adjustment:</b>	N/A
	<b>Annual Net County Cost:</b>	\$ N/A	<b>For Fiscal Year:</b>	13/14
<b>SOURCE OF FUNDS:</b> RCIT Operating Budget			<b>Positions To Be Deleted Per A-30</b>	<input type="checkbox"/>
			<b>Requires 4/5 Vote</b>	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

**County Executive Office Signature**

☒ Policy  
☒ Policy

☐ Consent  
☐ Consent

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

**Prev. Agn. Ref.:** **District:** **Agenda Number:**



## **Riverside County Information Technology**

**Form 11:** Master Equipment Lease/Purchase Agreement No. 3127187 with Banc of America Public Capital Corp for a Cisco solution and implementation of a voice, video, wireless and data Converged Network for Riverside County

**Date:** December 10, 2012

**Page 2**

### **BACKGROUND:**

The current Aastra PBX phone system is in need of a major software and hardware upgrade to extend its useful life. Rather than investing in an aging system, the CEO directed RCIT to review the possibility of implementing a Voice over Internet Protocol (VoIP) solution.

In response to this directive, RCIT solicited the assistance of the Information Technology Officer Committee (ITOC), comprised of information technology representatives from county departments, to meet with VoIP providers to understand their various systems. A committee convened over several months and met with various vendors to review product information and demonstrations of the VoIP systems. RCIT executive management thereafter met with vendors for a secondary review. After various meetings, live product demonstrations, and a due diligence budgetary review, it was determined that Cisco would provide Riverside County with the most cost effective converged telecommunications network solution. Cisco equipment currently supports the majority of the county's enterprise network thereby reducing the overall project cost.

A new Cisco IP Communication solution will replace all county phones, analog equipment, voicemail, automated attendants, Interactive Voice Response Systems (IVR), call centers and existing wireless equipment while reducing current county maintenance and system management costs. In addition, new communication features such as video, wireless, and mobility applications will be available. New communications features will provide the county with new ways to communicate more efficiently, reducing travel and overhead costs. Also the IP Communication system will consolidate existing disparate PBX deployments across the county into two-core systems that will provide high availability and geographical redundancy for critical voice applications.

The new system will provide users with standard phones with similar functionality they have today and capabilities of much more. If departments opt for a higher end telephone with additional capabilities such as video, the department will pay the cost differential. The converged network solution will:

1. Replace all non-Cisco networking, as well as some end-of-life Cisco equipment in CoRNet;
2. Replace all wireless equipment, as well as provide for wireless access at all county facilities above 5 people;
3. Provide video capabilities to all end users; and
4. Additionally, the agreement includes a complete network assessment and the final design will include any changes or upgrades to meet best practices or standards.

As all Cisco equipment is purchased through county awarded vendors, Purchasing released the attached Request for Quote (RFQ) for pricing on the converged network solution. RCIT will return to the Board for approval and execution of the award within 30-days.

**Riverside County Information Technology**

**Form 11:** Master Equipment Lease/Purchase Agreement No. 3127187 with Banc of America Public Capital Corp for a Cisco solution and implementation of a voice, video, wireless and data Converged Network for Riverside County

**Date:** December 10, 2012

**Page 3**

**BACKGROUND:** (Continued)

As the cost of implementing a converged network is significant, it will need to be spread over time. RCIT requested a financing solution that would fit within our budgetary constraints. Cisco has provided a lease arrangement through the Banc of America Public Capital Corp that spreads the cost of a converged network system over seven (7) years at zero percent (0%) financing. However, in order to secure the zero percent financing, we must execute the lease agreement before the end of the calendar year.

Based on budgetary estimates, RCIT is requesting a financed amount of \$16 million. This amount will allow for implementation of the converged network (data, video, wireless and telephony), provide a project contingency, and provide for special requested Cisco equipment of Departments. The amount will also allow us to fund another RFP currently out for a 3-Tiered DMZ implementation.

RCIT requested that the finance structure allow for lower payments for the first two years of the lease as these will be the most fiscally challenging for the county. The first lease payment will commence in July 2013. The lease cost of the VoIP implementation will be offset by the cost savings achieved by terminating our maintenance and support costs for the old telephone system.

**Price Reasonableness:**

RCIT recommends approval of the zero percent financing instrument that Cisco has arranged through Banc of America Public Capital Corp. The County's approved financing institution cannot match the zero percent financing.



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

25588

Tracking Number for  
Internal Use Only

<b>REQUESTED PURCHASE:</b>	<b>VOIP CONVERGED NETWORK</b>
<b>DEPARTMENT/AGENCY:</b>	<b>RCIT/ICB</b>
<b>CONTACT NAME/PHONE:</b>	<b>VEVA HARGUINDEGUY 486-7710</b>
<b>PURCHASE REQUEST:</b>	<input checked="" type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input checked="" type="checkbox"/> REPLACEMENT
<b>PURCHASE TYPE:</b>	<input checked="" type="checkbox"/> PROFESSIONAL SERVICES <input checked="" type="checkbox"/> SOFTWARE <input checked="" type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL
<b>DESCRIBE REQUESTED PURCHASE</b>	Master Equipment Lease/Purchase Agreement with Cisco Systems, Inc. for the purchase and implementation of a voice, video, wireless and data Converged Network.
<b>BUSINESS NEEDS ADDRESSED</b>	<p>The current Aastra PBX phone system is in need of software and hardware upgrades to extend its useful life. Rather than investing in an aging telephone system, the recommendation is to move forward with a complete converged network solution that includes voice, video, wireless access points and data.</p> <p>The new Cisco IP Communication solution will replace all county phones, analog lines, voicemail, automated attendants, Interactive Voice Response Systems (IVR), call centers and existing wireless equipment while reducing current county maintenance and system management costs. In addition, new communication features such as video, data, and mobility applications will be available. New communications features will provide the county with new ways to communicate more efficiently, reducing travel and overhead costs.</p> <p>The IP Communication system will consolidate existing disparate PBX deployments across the county into two-core systems located at the CAC and Alessandro communications center. This will provide high availability and geographical redundancy for critical voice applications.</p> <p>The new system will provide users with standard phones with similar functionality they have today and capabilities of much more. If departments opt for a higher end telephone with additional capabilities such as video, the department will pay the cost differential. The converged network solution will:</p> <ol style="list-style-type: none"><li>1. Replace all non-Cisco networking, as well as some end-of-life Cisco equipment in CoRNet;</li><li>2. Replace all wireless equipment, as well as provide for wireless access at all county facilities above 5 people;</li><li>3. Provide video capabilities to all end users; and</li><li>4. Additionally, the agreement includes a complete network assessment and the final design will include any changes or upgrades to meet best practices or standards.</li></ol> <p>Cisco has provided Riverside County a lease agreement arrangement through the Banc of America Public Capital Corp that spreads the cost of a converged network system of \$15 million over seven (7) years at zero percent financing. Additionally, the finance structure will allow for lower payments for the first two years of the lease as these will be the most fiscally challenging for the county. The lease cost of the VoIP implementation will be offset by the cost savings achieved by terminating our maintenance and support costs for the old</p>



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for  
Internal Use Only

telephone system. Also included in the not-to-exceed \$15 million includes:  1. All implementation costs; and 2. \$1 million in contingency to address any unknown infrastructure issues that are found during implementation.																													
ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN																													
<b>BUSINESS CRITICALITY</b> <input checked="" type="checkbox"/> Run the business <input type="checkbox"/> Grow the business <input checked="" type="checkbox"/> Transform the business																													
<b>BUSINESS IMPACT (SELECT ALL THAT APPLY)</b> <input checked="" type="checkbox"/> Support current operations <input checked="" type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input type="checkbox"/> Improve Operational Efficiencies																													
<b>BUSINESS RISKS</b>	Financial:  Operational: The current Aastra PBX phone system is in need of software and hardware upgrades to extend its useful life. Rather than investing in an aging telephone system, the recommendation is to move forward with a complete converged network solution that includes voice, video, wireless access points and data. Upgrading the current system will not be cost effective; the new VoIP system will provide cost savings.  Customer: Minimal disruption in service to the customer at implementation.																												
<b>ALTERNATIVE SOLUTIONS</b>	1. [Solution] 2. [Solution] 3. [Solution]																												
<b>TRANSACTION</b>	<input type="checkbox"/> Cash Purchase <input checked="" type="checkbox"/> Lease Purchase    Lease Years: <u>  7  </u>																												
<b>PURCHASE COSTS</b>  Hardware:  Software:  Labor:  <b>TOTAL COST: NOT TO EXCEED \$15,000,000</b>	<b>COST BENEFIT ANALYSIS</b> <table border="1"><thead><tr><th></th><th>ALTERNATIVE STATUS QUO</th><th>ALTERNATIVE</th><th>ALTERNATIVE</th></tr></thead><tbody><tr><td>Current Annual Cost</td><td></td><td></td><td></td></tr><tr><td>Ongoing Annual Cost</td><td></td><td></td><td></td></tr><tr><td>Annual Cost Savings</td><td></td><td></td><td></td></tr><tr><td><b>Net Annual Savings</b></td><td></td><td></td><td></td></tr><tr><td>Project Implementation Cost</td><td></td><td></td><td></td></tr><tr><td>Project Payback Period? yrs</td><td></td><td></td><td></td></tr></tbody></table>		ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNATIVE	Current Annual Cost				Ongoing Annual Cost				Annual Cost Savings				<b>Net Annual Savings</b>				Project Implementation Cost				Project Payback Period? yrs			
	ALTERNATIVE STATUS QUO	ALTERNATIVE	ALTERNATIVE																										
Current Annual Cost																													
Ongoing Annual Cost																													
Annual Cost Savings																													
<b>Net Annual Savings</b>																													
Project Implementation Cost																													
Project Payback Period? yrs																													
Department Head Signature: _____ Date: _____																													

**RCIT RECOMMENDATION – for purchases and renewals under \$100,000**

Recommended: ☒ Yes    ☐ No (Non-recommended requests submit to TSOC)



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for  
Internal Use Only

By: Wesley P. Colvin Date: 12/4/2012  
Chief Information Officer Signature: [Signature] Date: 4 Dec 12

**RCIT explanation for non-recommended requests:**

**TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals**

Recommended: ☒ Yes ☐ No (In no, provide explanation below)

TSOC Chair Signature: [Signature] Date: 5 Dec 12

**TSOC explanation for denied requests:**

**\*\*NOTE:** As of December 12, 2012, the TSOC Board voted via email to approve the increase of the Master Agreement with Banc of America from \$15 million to \$16 million.

EXHIBIT A-10  
(To Lease Schedule No. **500-3127187-000**)  
[Attach Form Ucc-1 With Attachment]

**UCC FINANCING STATEMENT**

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

CT Lien Solutions  
Representation of filingThis filing is Completed  
File Number : 137347192350  
File Date : 04-Feb-2013

A. NAME & PHONE OF CONTACT AT FILER [optional] <b>Phone: Fax:</b>	
B. SEND ACKNOWLEDGMENT TO: (Name and Address) 720456 BANK OF AMERI  <b>CT Lien Solutions</b> <b>330 North Brand Blvd.</b> <b>Suite 700</b> <b>Glendale CA, 91203</b>  <b>36858691</b> <b>CALI</b>	
File with: Secretary of State, CA	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME <b>COUNTY OF RIVERSIDE</b>				
OR				
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS <b>6147 RIVERCREST DRIVE</b>		CITY <b>RIVERSIDE</b>	STATE <b>CA</b>	POSTAL CODE <b>92507</b>
1d. <u>SEE INSTRUCTIONS</u>		ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION <b>GOVERNMENTAL ENTITY</b>	1f. JURISDICTION OF ORGANIZATION <b>CA</b>
1g. ORGANIZATIONAL ID #, if any				<input checked="" type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
2d. <u>SEE INSTRUCTIONS</u>		ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION
2g. ORGANIZATIONAL ID #, if any				<input type="checkbox"/> NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME <b>BANC OF AMERICA PUBLIC CAPITAL CORP</b>				
OR				
3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS <b>135 S. LASALLE STREET, Mail Stop IL4-135-10-12</b>		CITY <b>CHICAGO</b>	STATE <b>IL</b>	POSTAL CODE <b>60603</b>
				COUNTRY <b>USA</b>

4. This FINANCING STATEMENT covers the following collateral:

The equipment leased pursuant to that certain Master Equipment Lease/Purchase Agreement No. 3127187 dated as of December 18, 2012 and Lease Schedule No. 500-3127187-000 dated December 18, 2012, 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:

Part Number Description Qty  
Bundles - Analog  
VG224-4PACK 4 Pack of VG224 High Density Analog Gateway 25  
MEM-224-1X128D-U 128MB DRAM Memory for VG224 (Factory Upgrade) 100  
MEM-224-1X64F-U 64MB Flash Memory for VG224 (Factory Upgrade) 100  
CAB-AC AC Power Cord (North America), C13, NEMA 5-15P, 2.1m 100  
VG224-MP VG224 for MultiPack 100  
SVGVG-15104M Cisco VG200 Series IP SUBSET/VOICE 100  
IP Phones  
CP-6921-CL-K9= Cisco UC Phone 6921, Charcoal, Slimline Handset 18,902  
CP-6945-CL-K9= Cisco UC Phone 6945, Charcoal, Slimline Handset 2,626  
Router Accessories

5. ALTERNATIVE DESIGNATION [if applicable]: <input type="checkbox"/> LESSEE/LESSOR <input type="checkbox"/> CONSIGNEE/CONSIGNOR <input type="checkbox"/> BAILEE/BAILOR <input type="checkbox"/> SELLER/BUYER <input type="checkbox"/> AG. LIEN <input type="checkbox"/> NON-UCC FILING				
6. <input type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]		7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2		

8. OPTIONAL FILER REFERENCE DATA

36858691

00344:0073130:000653501

500-3127187-000

Prepared by CT Lien Solutions [3.23.0]

## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

### 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME <b>COUNTY OF RIVERSIDE</b>		
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME MIDDLE NAME, SUFFIX

10. MISCELLANEOUS: **36858691-CA-0 720456 - BANK OF AMERICA LLC - CHICAGO  
BANC OF AMERICA PUBLIC CAPITAL CORP**

File with: Secretary of State, CA 00344:0073130:000653501 500-3127187-000

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

### 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME				
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY
11d. <u>SEE INSTRUCTIONS</u>	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION 11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

### 12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME				
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional Collateral description:

**VIC2-4FXO= Four-port Voice Interface Card - FXO (Universal) 450 Routers**  
**ASR1001-4X1GE Cisco ASR1001 System, 4 built-in GE, 4X1GE IDC, Dual P/S 4 M-ASR1K-1001-4GB Cisco ASR1001 4GB DRAM 4**  
**ASR1001-PWR-AC Cisco ASR1001 AC Power Supply 8**  
**CAB-AC-RA Power Cord, 110V, Right Angle 8**  
**FLSASR1-CUE-500 Uni Border Element-Ent Edition 500 Sessions-ASR1k 4**  
**SASR1001U-34S Cisco ASR 1001 IOS XE UNIVERSAL - NO ENCRYPTION 4**  
**SLASR1-AES Cisco ASR 1000 Advanced Enterprise Services License 4**  
**Arlington Cisco 3945 Voice Bundle, PVD3-64, UC License PAK 1**  
**3900-FANASSY Cisco 3925/3945 Fan Assembly (Bezel included) 1**  
**C3900-SPE150/K9 Cisco Services Performance Engine 150 for Cisco 3945 ISR 1**  
**MEM-3900-1GB-DEF 1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default) 1**  
**MEM-CF-256MB 256MB Compact Flash for Cisco 1900, 2900, 3900 ISR 1**  
**PWR-3900-AC Cisco 3925/3945 AC Power Supply 1**  
**CAB-AC AC Power Cord (North America), C13, NEMA 5-15P, 2.1m 1**  
**PVD3-256 256-channel high-density voice and video DSP module 1**  
**PVD3-64U256 PVD3 64-channel to 256-channel factory upgrade 1**  
**VVIC3-4MFT-T1/E1 4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1 3**

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY  
☐ Filed in connection with a Manufactured-Home Transaction  
☐ Filed in connection with a Public-Finance Transaction

Prepared by CT Lien Solutions [3.23.0]



## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

### 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

COUNTY OF RIVERSIDE

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

36858691-CA-0 720456 - BANK OF AMERICA LLC - CHICAGO  
BANC OF AMERICA PUBLIC CAPITAL CORP

File with: Secretary of State, CA 00344:0073130:000653501 500-3127187-000

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

### 11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

### 12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

12c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional Collateral description:

SL-39-IPB-K9 IP Base License for Cisco 3925/3945 1  
SL-39-UC-K9 Unified Communication License for Cisco 3900 Series 1  
ISR-CCP-EXP-NOCONF Cisco Config Pro Express on Router Flash w/o default config 1  
S39UK9-15204M Cisco 3925-3945 IOS UNIVERSAL 1  
Hemet Cisco 3945 Voice Bundle, PVD3-64, UC License PAK 1  
3900-FANASSY Cisco 3925/3945 Fan Assembly (Bezel included) 1  
C3900-SPE150/K9 Cisco Services Performance Engine 150 for Cisco 3945 ISR 1  
MEM-3900-1GB-DEF 1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default) 1  
MEM-CF-256MB 256MB Compact Flash for Cisco 1900, 2900, 3900 ISR 1  
PWR-3900-AC Cisco 3925/3945 AC Power Supply 1  
CAB-AC AC Power Cord (North America), C13, NEMA 5-15P, 2.1m 1  
PVD3-256 256-channel high-density voice and video DSP module 1  
PVD3-64U256 PVD3 64-channel to 256-channel factory upgrade 1  
VVIC3-4MFT-T1/E1 4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1 3  
SL-39-IPB-K9 IP Base License for Cisco 3925/3945 1  
SL-39-UC-K9 Unified Communication License for Cisco 3900 Series 1  
ISR-CCP-EXP-NOCONF Cisco Config Pro Express on Router Flash w/o default config 1

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY  
☐ Filed in connection with a Manufactured-Home Transaction  
☐ Filed in connection with a Public-Finance Transaction

Prepared by CT Lien Solutions [3.23.0]

## UCC FINANCING STATEMENT ADDENDUM

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MIDDLE NAME

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11c. MAILING ADDRESS

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POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

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12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

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STATE

POSTAL CODE

COUNTRY

13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

16. Additional Collateral description:

S39UK9-15204M Cisco 3925-3945 IOS UNIVERSAL 1  
Indio Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK 1  
3900-FANASSY Cisco 3925/3945 Fan Assembly (Bezel included) 1  
C3900-SPE150/K9 Cisco Services Performance Engine 150 for Cisco 3945 ISR 1  
MEM-3900-1GB-DEF 1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default) 1  
MEM-CF-256MB 256MB Compact Flash for Cisco 1900, 2900, 3900 ISR 1  
PWR-3900-AC Cisco 3925/3945 AC Power Supply 1  
CAB-AC AC Power Cord (North America), C13, NEMA 5-15P, 2.1m 1  
PVDM3-128 128-channel high-density voice and video DSP module 1  
PVDM3-64U256 PVDM3 64-channel to 256-channel factory upgrade 1  
VVIC3-4MFT-T1/E1 4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1 2  
SL-39-IPB-K9 IP Base License for Cisco 3925/3945 1  
SL-39-UC-K9 Unified Communication License for Cisco 3900 Series 1  
ISR-CCP-EXP-NOCONF Cisco Config Pro Express on Router Flash w/o default config 1  
S39UK9-15204M Cisco 3925-3945 IOS UNIVERSAL 1  
Moreno Valley Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK 1  
3900-FANASSY Cisco 3925/3945 Fan Assembly (Bezel included) 1  
C3900-SPE150/K9 Cisco Services Performance Engine 150 for Cisco 3945 ISR

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

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18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY  
☐ Filed in connection with a Manufactured-Home Transaction  
☐ Filed in connection with a Public-Finance Transaction

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# UCC FINANCING STATEMENT ADDENDUM

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FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

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15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional Collateral description:

1  
MEM-3900-1GB-DEF 1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default) 1  
MEM-CF-256MB 256MB Compact Flash for Cisco 1900, 2900, 3900 ISR 1  
PWR-3900-AC Cisco 3925/3945 AC Power Supply 1  
CAB-AC AC Power Cord (North America), C13, NEMA 5-15P, 2.1m 1  
NM-HD-2VE Two-slot IP Communications Enhanced Voice/Fax Network Module 2  
PVDM3-256 256-channel high-density voice and video DSP module 1  
PVDM3-64U256 PVDM3 64-channel to 256-channel factory upgrade 1  
SM-NM-ADPTR[2] Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR 2  
VVIC2-2MFT-T1/E1 2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1 4  
VVIC3-4MFT-T1/E1 4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1 4  
SL-39-IPB-K9 IP Base License for Cisco 3925/3945 1  
SL-39-UC-K9 Unified Communication License for Cisco 3900 Series 1  
ISR-CCP-EXP-NOCONF Cisco Config Pro Express on Router Flash w/o default config 1  
S39UK9-15204M Cisco 3925-3945 IOS UNIVERSAL 1  
Riverside 1 Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK 1

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY  
☐ Filed in connection with a Manufactured-Home Transaction  
☐ Filed in connection with a Public-Finance Transaction

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## UCC FINANCING STATEMENT ADDENDUM

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ADD'L INFO RE  
ORGANIZATION  
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

### 12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

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15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional Collateral description:

3900-FANASSY Cisco 3925/3945 Fan Assembly (Bezel included) 1  
C3900-SPE150/K9 Cisco Services Performance Engine 150 for Cisco 3945 ISR 1  
MEM-3900-1GB-DEF 1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default) 1  
MEM-CF-256MB 256MB Compact Flash for Cisco 1900, 2900, 3900 ISR 1  
PWR-3900-AC Cisco 3925/3945 AC Power Supply 1  
CAB-AC AC Power Cord (North America), C13, NEMA 5-15P, 2.1m 1  
NM-HD-2VE Two-slot IP Communications Enhanced Voice/Fax Network Module 1  
PVDM3-256 256-channel high-density voice and video DSP module 1  
PVDM3-64U256 PVDM3 64-channel to 256-channel factory upgrade 1  
SM-NM-ADPTR Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR 1  
VWIC2-2MFT-T1/E1 2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1 2  
VWIC3-4MFT-T1/E1 4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1 4  
SL-39-IPB-K9 IP Base License for Cisco 3925/3945 1  
SL-39-UC-K9 Unified Communication License for Cisco 3900 Series 1  
ISR-CCP-EXP-NOCONF Cisco Config Pro Express on Router Flash w/o default config 1

17. Check only if applicable and check only one box.

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18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

☐ Filed in connection with a Public-Finance Transaction

Prepared by CT Lien Solutions [3.23.0]

**UCC FINANCING STATEMENT ADDENDUM**

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**COUNTY OF RIVERSIDE**

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

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MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

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STATE

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COUNTRY

11d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE**12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)**

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COUNTRY

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14. Description of real estate:

16. Additional Collateral description:

**S39UK9-15204M Cisco 3925-3945 IOS UNIVERSAL 1  
Riverside 2 Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK 1  
3900-FANASSY Cisco 3925/3945 Fan Assembly (Bezel included) 1  
C3900-SPE150/K9 Cisco Services Performance Engine 150 for Cisco 3945 ISR  
1  
MEM-3900-1GB-DEF 1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR  
(Default) 1  
MEM-CF-256MB 256MB Compact Flash for Cisco 1900, 2900, 3900 ISR 1  
PWR-3900-AC Cisco 3925/3945 AC Power Supply 1  
CAB-AC AC Power Cord (North America), C13, NEMA 5-15P, 2.1m 1  
NM-HD-2VE Two-slot IP Communications Enhanced Voice/Fax Network  
Module 1  
PVDM3-256 256-channel high-density voice and video DSP module 1  
PVDM3-64U256 PVDM3 64-channel to 256-channel factory upgrade 1  
SM-NM-ADPTR Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR  
1  
VVIC2-2MFT-T1/E1 2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card -  
T1/E1 2  
VVIC3-4MFT-T1/E1 4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card -  
T1/E1 4  
SL-39-IPB-K9 IP Base License for Cisco 3925/3945 1  
SL-39-UC-K9 Unified Communication License for Cisco 3900 Series 1**

15. Name and address of a RECORD OWNER of above-described real estate  
(if Debtor does not have a record interest):17. Check only if applicable and check only one box.Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate18. Check only if applicable and check only one box.☐ Debtor is a TRANSMITTING UTILITY  
☐ Filed in connection with a Manufactured-Home Transaction  
☐ Filed in connection with a Public-Finance Transaction

Prepared by CT Lien Solutions [3.23.0]

## UCC FINANCING STATEMENT ADDENDUM

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MIDDLE NAME, SUFFIX

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FIRST NAME

MIDDLE NAME

SUFFIX

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CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

### 12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

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16. Additional Collateral description:

ISR-CCP-EXP-NOCONF Cisco Config Pro Express on Router Flash w/o default config 1  
S39UK9-15204M Cisco 3925-3945 IOS UNIVERSAL 1  
Temecula Cisco 3945 Voice Bundle, PVD3-64, UC License PAK 1  
3900-FANASSY Cisco 3925/3945 Fan Assembly (Bezel included) 1  
C3900-SPE150/K9 Cisco Services Performance Engine 150 for Cisco 3945 ISR 1  
MEM-3900-1GB-DEF 1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default) 1  
MEM-CF-256MB 256MB Compact Flash for Cisco 1900, 2900, 3900 ISR 1  
PWR-3900-AC Cisco 3925/3945 AC Power Supply 1  
CAB-AC AC Power Cord (North America), C13, NEMA 5-15P, 2.1m 1  
PVD3-256 256-channel high-density voice and video DSP module 1  
PVD3-64U256 PVD3 64-channel to 256-channel factory upgrade 1  
VVIC3-4MFT-T1/E1 4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1 4  
SL-39-IPB-K9 IP Base License for Cisco 3925/3945 1  
SL-39-UC-K9 Unified Communication License for Cisco 3900 Series 1  
ISR-CCP-EXP-NOCONF Cisco Config Pro Express on Router Flash w/o default config 1  
S39UK9-15204M Cisco 3925-3945 IOS UNIVERSAL 1  
24 Port Analog

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in Trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

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ORGANIZATION  
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

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15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional Collateral description:

VG224 24 Port Voice over IP analog phone gateway 2  
MEM-224-1X128D-U 128MB DRAM Memory for VG224 (Factory Upgrade) 2  
MEM-224-1X64F-U 64MB Flash Memory for VG224 (Factory Upgrade) 2  
CAB-AC AC Power Cord (North America), C13, NEMA 5-15P, 2.1m 2  
SVGVG-15104M Cisco VG200 Series IP SUBSET/VOICE 2  
Bundles - Call Center  
CCE-PAC-BUNDLE Packaged CCE 1  
A03-D300GA2 300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled  
mounted 32  
C260-MRBD-002 2 DIMM Memory Riser Board For C260 32  
N2XX-AIPCI02 Intel Quad port GbE Controller (E1G44ETG1P20) 2  
R2XX-PL003 LSI 6G MegaRAID 9261-8i card (RAID 0,1,5,6,10,60) - 512WC 2  
UCS-CPU-E72870 2.4 GHz E7-2870 130W 10C / 30M Cache 4  
UCS-MKIT-041RX-C Mem kit for UCS-MR-2X041RX-C 64  
UCS-MR-2X041RX-C 2X4GB DDR3-1333-MHz RDIMM/PC3-10600/single  
rank/x8/1.35v 32  
UCS-SD-16G 16GB SD Card module for UCS Servers 2  
UCSC-BBU-11-C260 RAID battery backup for LSI Electr controller for C260 2  
UCSC-DBKP-08E 8 Drive Backplane W/ Expander For C-Series 4  
UCSC-HS-01-C260 CPU HEAT SINK for UCS C260 M2 RACK SERVER 4  
UCSC-PCIF-01F Full height PCIe filler for C-Series 4  
UCSC-PCIF-01H Half height PCIe filler for UCS 4

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Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

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## UCC FINANCING STATEMENT ADDENDUM

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36858691-CA-0 720456 - BANK OF AMERICA LLC - CHICAGO  
BANC OF AMERICA PUBLIC CAPITAL CORP

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

File with: Secretary of State, CA 00344-0073130-000653501 500-3127187-000

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11d. SEE INSTRUCTIONS

ADD'L INFO RE  
ORGANIZATION  
DEBTOR

11e. TYPE OF ORGANIZATION

11f. JURISDICTION OF ORGANIZATION

11g. ORGANIZATIONAL ID #, if any

☐ NONE

12. ☐ ADDITIONAL SECURED PARTY'S or ☐ ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME

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13. This FINANCING STATEMENT covers ☐ timber to be cut or ☐ as-extracted collateral, or is filed as a ☐ fixture filing.

14. Description of real estate:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

16. Additional Collateral description:

UCSC-PSU2-1200 1200W 2u Power Supply For UCS 4  
UCSC-RAIL-2U 2U Rail Kit for UCS C-Series servers 2  
UCSC-RC-P8M-C260 .79m SAS RAID Cable for C260 4  
UCSX-MLOM-001 Modular LOM For UCS 2  
CAB-AC-250V/13A North America, NEMA L6-20 250V/20A plug-IEC320/C13 receptacle 4  
CCE-PAC-M1 CCE and CVP Deployment Package M1 1  
UCS-C260M2-VCD2 UCS C260 M2 Rack Server w/ 2-E72870, 16x 2x4GB DDR 2  
UCSS-CCE-PAC UCSS for CCE Packaged Agent 1  
CCE-PAC-CVP-LIC CVP Server and Port License PAKs 4  
CCE-PAC-CVP-STU-90 Call Studio 9.0 2  
CCEH-CUIC-STD License for Cisco Unified Intelligence Center Standard 2  
CCEH-FINESSE-SVR-L Cisco Finesse Server SW HA Pair for CCE 1  
CCEH-MEDIA90-K9 Media Kit for Unified CC Enterprise and Hosted 9.0 1  
CUIC-V-STD-PAK Licensing PAK For CUIC Standard - UCS or MCS 1  
CVP-90-SERVER-SW CVP 9.0 Server Software 4  
CVP-9X-PTS-TOTAL CVP 9.X Total No PT - Auto Gen value 2,000  
IPCE-DIALPORT-L IPCC ENTERPRISE OUTBOUND DIALER PORT 100  
CCE-PAC-AGENT CCE Packaged Agent 500  
UCSS-CCE-PACAGT-5Y UCSS for CCE Packaged Agent - 5 Year Sub 500 Network Management Software

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in Trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY  
☐ Filed in connection with a Manufactured-Home Transaction  
☐ Filed in connection with a Public-Finance Transaction

Prepared by CT Lien Solutions [3.23.0]



## UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

### 9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME

COUNTY OF RIVERSIDE

OR

9b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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16. Additional Collateral description:

R-UCMS-STE-B-30K OM9.0 SM9.0 SSM9.0 PM9.0 Suite Bundle 30K IP Phones 1

L-CUPM-B-30KLICS Unified Provisioning Manager B 30K add-on phone lic Suite 1

L-UOM-B-30K Unified Operations Mgr 9.x up to 30K IP Phone LIC Suite-K9 1

L-USM-B-30K Unified Service Monitor 9.x up to 30K Phone LIC for Suite-K9 1

L-USSM-B-30K Unified Service Statistics Manager 9.x, 30K Phone LIC Ste-K9 1

R-UOM-9.0-K9 UOM 9.0 Software image for UCMS Suite 1

R-UPM-9.0-K9 Cisco Prime UPM 9.0 Image for Suite 1

R-USM-9.0-K9 USM 9.0 Software Image for UCMS Suite 1

R-USSM-9.0-K9 USSM 9.0 Software Image for UCMS Suite 1

L-CUAC9X-ATT-CON Cisco Unified Attendant Console 9.x - eDelivery 1

L-UCSS-ATT-PAK PAK for Cisco Unified Attendant Console UCSS 1

L-CUACE9X-ATT-CON Cisco Unified Attendant Console Enterprise Edition 9.x 5

L-UCSS-ATT-CUE5-1 UCSS for Enterprise Att Console for 5 years - 1 Instance 5

VMW-VS5-STD-5A VMware vSphere 5 Standard (1 CPU), 5yr, Support Required 12

C260-BASE-2646 UCS C260 M2 Rack Server (w/o CPU, MRB, PSU) 6

UCS-MKIT-041RX-C Mem kit for UCS-MR-2X041RX-C 192

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY

☐ Filed in connection with a Manufactured-Home Transaction

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14. Description of real estate:

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16. Additional Collateral description:

UCSC-HS-01-C260 CPU HEAT SINK for UCS C260 M2 RACK SERVER 12  
UCSC-PCIF-01F Full height PCIe filler for C-Series 12  
UCSC-PCIF-01H Half height PCIe filler for UCS 12  
UCSC-RC-P8M-C260 .79m SAS RAID Cable for C260 12  
A03-D300GA2 300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted 96  
C260-MRBD-002 2 DIMM Memory Riser Board For C260 96  
CAB-AC-250V/13A North America, NEMA L6-20 250V/20A plug-IEC320/C13 receptacle 12  
N2XX-AIPCI02 Intel Quad port GbE Controller (E1G44ETG1P20) 6  
R2XX-PL003 LSI 6G MegaRAID 9261-8i card (RAID 0,1,5,6,10,60) - 512WC 6  
UCS-CPU-E72870 2.4 GHz E7-2870 130W 10C / 30M Cache 12  
UCS-MR-2X041RX-C 2X4GB DDR3-1333-MHz RDIMM/PC3-10600/single rank/x8/1.35v 96  
UCSC-BBU-11-C260 RAID battery backup for LSI Electr controller for C260 6  
UCSC-DBKP-08E 8 Drive Backplane W/ Expander For C-Series 12  
UCSC-PSU2-1200 1200W 2u Power Supply For UCS 12  
UCSC-RAIL-2U 2U Rail Kit for UCS C-Series servers 6  
UCSC-SD-16G-C260 16GB SD card for C260 M2 6  
UCSX-MLOM-001 Modular LOM For UCS 6  
Network Switches  
WS-C2960S-48FPS-L Catalyst 2960S 48 GigE PoE 740W, 4xSFP LAN Base 900

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Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

18. Check only if applicable and check only one box.

☐ Debtor is a TRANSMITTING UTILITY  
☐ Filed in connection with a Manufactured-Home Transaction  
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14. Description of real estate:

16. Additional Collateral description:

GLC-SX-MM GE SFP, LC Connector SX Tranciever 4,000

Wireless

AIR-CT5508-500 2x AIR-CT5508-500-K9 3

AIR-CAP2602I-A-K9 802.11n CAP w/CleanAir; 3x4:3SS; Mod; Int Ant; A Reg Domain 3,000

CABLING Install, Test and Certify Cable Drop for Wireless Access Points 3,000

Voice ELA

UC-ENT-LIC-ULTD Cisco Unified Communication Enterprise License Agreement 12,500

The cash and negotiable instruments from time to time comprising the Escrow Fund created pursuant to that certain Escrow Agreement dated as of December 21, 2012 by and among BANC OF AMERICA PUBLIC CAPITAL CORP, Lessee and Deutsche Bank National Trust Company, as escrow agent, and all proceeds thereof.

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box.

Debtor is a ☐ Trust or ☐ Trustee acting with respect to property held in trust or ☐ Decedent's Estate

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☐ Filed in connection with a Manufactured-Home Transaction

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Prepared by CT Lien Solutions [3.23.0]

## Escrow Agreement

This Escrow Agreement (this "Agreement"), dated as of **December 21, 2012**, 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 National Trust Company (hereinafter referred to as "*Escrow Agent*").

Reference is made to that certain Lease Schedule No. **500-3127187-000** dated **December 18, 2012** 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 (**\$16,000,000.00**) 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. *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, 10<sup>th</sup> Floor

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: Michelle Schmidt, as agent  
Name: Michelle Schmidt  
Title: Vice President

**DEUTSCHE BANK NATIONAL TRUST COMPANY**  
As Escrow Agent

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

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: **-00951**

If to Escrow Agent:  
Deutsche Bank National Trust Company  
200 South Tryon Street, Suite 550  
Charlotte, NC 28202  
Attn: Municipal Escrow Team  
Phone: 704-333-0822  
Fax: 704-333-5852

**COUNTY OF RIVERSIDE, CA**  
as Lessee

By: John T. Aguilera  
Name: JOHN T. AGUILERA  
Title: CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:  
KECIA HARPER-IHEM, Clerk  
By: [Signature]  
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS DATE: 12/11/12

DEC 18 2012

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statements or reports issued or sent to Lessee with respect to the Escrow Fund.

7. *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, 10<sup>th</sup> 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: -00951

If to Escrow Agent:  
Deutsche Bank National Trust Company  
200 South Tryon Street, Suite 550  
Charlotte, NC 28202  
Attn: Municipal Escrow Team  
Phone: 704-333-0822  
Fax: 704-333-5852

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: *Michelle Schmidt*  
Name: Michelle Schmidt  
Title: Vice President

**DEUTSCHE BANK NATIONAL TRUST COMPANY**  
As Escrow Agent

By: *J. Douglas McDade*  
Name: J. Douglas McDade  
Title: Vice President

**COUNTY OF RIVERSIDE, CA**  
as Lessee

By: *John Tavaglione*  
Name: JOHN TAVAGLIONE  
Title: CHAIRMAN BOARD OF SUPERVISORS

ATTES:  
KECIA HARPER-IHEM, Clerk  
By: *Kecia Harper-Ihem*  
DEPUTY

*Paul Vaden*

**Paul Vaden**  
Trust Officer

*Phil N...* 12/11/12  
DATE

DEC 18 2012 347

**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 **December 21, 2012**  
(the "*Escrow Agreement*") among **BANC OF AMERICA PUBLIC CAPITAL CORP**  
(the "*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: \_\_\_\_\_

CERTIFICATE OF ACCEPTANCE NO. \_\_\_\_\_

The undersigned, as Lessee under Lease Schedule No. **500-3127187-000** dated **December 18, 2012** to Master Equipment Lease/Purchase Agreement dated as of DATE (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. **500-3127187-000** dated **December 18, 2012** 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 \$ \_\_\_\_\_

Part Number	Description	List Price	Discount %	Final Price	Qty
<b>Bundles - Analog</b>					
VG224-4PACK	4 Pack of VG224 High Density Analog Gateway	0.00	0.00	0.00	25
MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)	0.00	0.00	0.00	100
MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)	0.00	0.00	0.00	100
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	100
VG224-MP	VG224 for MultiPack	4,125.00	0.00	4,125.00	100
SVGVG-15104M	Cisco VG200 Series IP SUBSET/VOICE	0.00	0.00	0.00	100
<b>IP Phones</b>					
CP-6921-CL-K9=	Cisco UC Phone 6921, Charcoal, Slimline Handset	235.00	0.00	235.00	18,902
CP-6945-CL-K9=	Cisco UC Phone 6945, Charcoal, Slimline Handset	385.00	0.00	385.00	2,626
<b>Router Accessories</b>					
VIC2-4FXO=	Four-port Voice Interface Card - FXO (Universal)	880.00	0.00	880.00	450
<b>Routers</b>					
ASR1001-4X1GE	Cisco ASR1001 System, 4 built-in GE, 4X1GE IDC, Dual P/S	31,000.00	0.00	31,000.00	4
M-ASR1K-1001-4GB	Cisco ASR1001 4GB DRAM	0.00	0.00	0.00	4
ASR1001-PWR-AC	Cisco ASR1001 AC Power Supply	0.00	0.00	0.00	8
CAB-AC-RA	Power Cord, 110V, Right Angle	0.00	0.00	0.00	8
FLASR1-CUE-500	Uni Border Element-Ent Edition 500 Sessions-ASR1k	49,750.00	0.00	49,750.00	4
SASR1001U-34S	Cisco ASR 1001 IOS XE UNIVERSAL - NO ENCRYPTION	0.00	0.00	0.00	4
SLASR1-AES	Cisco ASR 1000 Advanced Enterprise Services License	10,000.00	0.00	10,000.00	4
<b>Arlington</b>					
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	3
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
<b>Hemet</b>					
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	3
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
<b>Indio</b>					
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
PVDM3-128	128-channel high-density voice and video DSP module	6,400.00	0.00	6,400.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	2
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
<b>Moreno Valley</b>					
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
NM-HD-2VE	Two-slot IP Communications Enhanced Voice/Fax Network Module	2,640.00	0.00	2,640.00	2
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
SM-NM-ADPTR[2]	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.00	250.00	2
VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.00	2,200.00	4
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
<b>Riverside 1</b>					
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
NM-HD-2VE	Two-slot IP Communications Enhanced Voice/Fax Network Module	2,640.00	0.00	2,640.00	1
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
SM-NM-ADPTR	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	250.00	0.00	250.00	1
VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.00	2,200.00	2
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1



ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
<b>Riverside 2</b>	Cisco 3945 Voice Bundle, PVD3-64, UC License PAK	13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 3900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
NM-HD-2VE	Two-slot IP Communications Enhanced Voice/Fax Network Module	2,640.00	0.00	2,640.00	1
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
SM-NM-ADPTR	Network Module Adapter for SM Slot on Cisco 3900, 3900 ISR	250.00	0.00	250.00	1
VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2,200.00	0.00	2,200.00	2
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
<b>Temecula</b>	Cisco 3945 Voice Bundle, PVD3-64, UC License PAK	13,995.00	0.00	13,995.00	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	0.00	0.00	0.00	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	0.00	0.00	0.00	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	0.00	0.00	0.00	1
MEM-CF-256MB	256MB Compact Flash for Cisco 3900, 2900, 3900 ISR	0.00	0.00	0.00	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	0.00	0.00	0.00	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	1
PVDM3-256	256-channel high-density voice and video DSP module	9,900.00	0.00	9,900.00	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	6,280.00	0.00	6,280.00	1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4,400.00	0.00	4,400.00	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	0.00	0.00	0.00	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	0.00	0.00	0.00	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	0.00	0.00	0.00	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	0.00	0.00	0.00	1
<b>24 Port Analog</b>					
VG224	24 Port Voice over IP analog phone gateway	5,395.00	0.00	5,395.00	2
MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)	0.00	0.00	0.00	2
MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)	0.00	0.00	0.00	2
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	0.00	0.00	2
SVGVG-15104M	Cisco VG200 Series IP SUBSET/VOICE	0.00	0.00	0.00	2
<b>Bundles - Call Center</b>					
<b>CCE-PAC-BUNDLE</b>	Packaged CCE	0.00	0.00	0.00	1
	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	0.00		0.00	32
A03-D300GA2			0.00		
C260-MRBD-002	2 DIMM Memory Riser Board For C260	0.00	0.00	0.00	32
N2XX-AIPCIO2	Intel Quad port GbE Controller (E1G44ETG1P20)	0.00	0.00	0.00	2
R2XX-PL003	LSI 6G MegaRAID 9261-8i card (RAID 0,1,5,6,10,60) - 512WC	0.00	0.00	0.00	2
UCS-CPU-E72870	2.4 GHz E7-2870 130W 10C / 30M Cache	0.00	0.00	0.00	4
UCS-MKIT-041RX-C	Mem kit for UCS-MR-2X041RX-C	0.00	0.00	0.00	64
UCS-MR-2X041RX-C	2X4GB DDR3-1333-MHz RDIMM/PC3-10600/single rank/x8/1.35v	0.00	0.00	0.00	32
UCS-SD-16G	16GB SD Card module for UCS Servers	0.00	0.00	0.00	2
UCSC-BBU-11-C260	RAID battery backup for LSI Electr controller for C260	0.00	0.00	0.00	2
UCSC-DBKP-08E	8 Drive Backplane W/ Expander For C-Series	0.00	0.00	0.00	4
UCSC-HS-01-C260	CPU HEAT SINK for UCS C260 M2 RACK SERVER	0.00	0.00	0.00	4
UCSC-PCIF-01F	Full height PCIe filler for C-Series	0.00	0.00	0.00	4
UCSC-PCIF-01H	Half height PCIe filler for UCS	0.00	0.00	0.00	4
UCSC-PSU2-1200	1200W 2u Power Supply For UCS	0.00	0.00	0.00	4
UCSC-RAIL-2U	2U Rail Kit for UCS C-Series servers	0.00	0.00	0.00	2
UCSC-RC-P8M-C260	.79m SAS RAID Cable for C260	0.00	0.00	0.00	4
UCSX-MLOM-001	Modular LOM For UCS	0.00	0.00	0.00	2
	North America, NEMA L6-20 250V/20A plug-IEC320/C13 receptacle	0.00		0.00	4
CAB-AC-250V/13A			0.00		
CCE-PAC-M1	CCE and CVP Deployment Package M1	15,000.00	0.00	15,000.00	1
UCS-C260M2-VCD2	UCS C260 M2 Rack Server w/ 2-E72870, 16x 2x4GB DDR	50,953.00	0.00	50,953.00	2
UCSS-CCE-PAC	UCSS for CCE Packaged Agent	0.00	0.00	0.00	1
CCE-PAC-CVP-LIC	CVP Server and Port License PAKs	0.00	0.00	0.00	4
CCE-PAC-CVP-STU-90	Call Studio 9.0	0.00	0.00	0.00	2
CCEH-CUIC-STD	License for Cisco Unified Intelligence Center Standard	0.00	0.00	0.00	2
CCEH-FINESSE-SVR-L	Cisco Finesse Server SW HA Pair for CCE	0.00	0.00	0.00	1
CCEH-MEDIA90-K9	Media Kit for Unified CC Enterprise and Hosted 9.0	0.00	0.00	0.00	1
CUIC-V-STD-PAK	Licensing PAK For CUIC Standard - UCS or MCS	0.00	0.00	0.00	1
CVP-90-SERVER-SW	CVP 9.0 Server Software	0.00	0.00	0.00	4
CVP-9X-PTS-TOTAL	CVP 9.X Total No PT - Auto Gen value	0.00	0.00	0.00	2,000
IPCE-DIALPORT-L	IPCC ENTERPRISE OUTBOUND DIALER PORT	0.00	0.00	0.00	100
CCE-PAC-AGENT	CCE Packaged Agent	1,930.00	0.00	1,930.00	500
UCSS-CCE-PACAGT-5Y	UCSS for CCE Packaged Agent - 5 Year Sub	539.00	0.00	539.00	500
<b>Network Management Software</b>					
<b>R-UCMS-STE-B-30K</b>	OM9.0 SM9.0 SSM9.0 PM9.0 Suite Bundle 30K IP Phones	630,000.00	0.00	630,000.00	1
L-CUPM-B-30KLICS	Unified Provisioning Manager B 30K add-on phone lic Suite	0.00	0.00	0.00	1
L-UOM-B-30K	Unified Operations Mgr 9.x up to 30K IP Phone LIC Suite-K9	0.00	0.00	0.00	1
L-USM-B-30K	Unified Service Monitor 9.x up to 30K Phone LIC for Suite-K9	0.00	0.00	0.00	1
L-USSM-B-30K	Unified Service Statistics Manager 9.x, 30K Phone LIC Ste-K9	0.00	0.00	0.00	1
R-UOM-9.0-K9	UOM 9.0 Software Image for UCMS Suite	0.00	0.00	0.00	1
R-UPM-9.0-K9	Cisco Prime UPM 9.0 Image for Suite	0.00	0.00	0.00	1
R-USM-9.0-K9	USM 9.0 Software Image for UCMS Suite	0.00	0.00	0.00	1
R-USSM-9.0-K9	USSM 9.0 Software Image for UCMS Suite	0.00	0.00	0.00	1
L-CUAC9X-ATT-CON	Cisco Unified Attendant Console 9.x - eDelivery	0.00	0.00	0.00	1
L-UCSS-ATT-PAK	PAK for Cisco Unified Attendant Console UCSS	0.00	0.00	0.00	1
L-CUACE9X-ATT-CON	Cisco Unified Attendant Console Enterprise Edition 9.x	2,950.00	0.00	2,950.00	5
L-UCSS-ATT-CUE5-1	UCSS for Enterprise Att Console for 5 years - 1 Instance	1,033.00	0.00	1,033.00	5
VMW-VSS-STD-5A	VMware vSphere 5 Standard (1 CPU), 5yr, Support Required	1,866.00	0.00	1,866.00	12
<b>C260-BASE-2646</b>	UCS C260 M2 Rack Server (w/o CPU, MRB, PSU)	6,496.00	0.00	6,496.00	6
UCS-MKIT-041RX-C	Mem kit for UCS-MR-2X041RX-C	0.00	0.00	0.00	192
UCSC-HS-01-C260	CPU HEAT SINK for UCS C260 M2 RACK SERVER	0.00	0.00	0.00	12
UCSC-PCIF-01F	Full height PCIe filler for C-Series	0.00	0.00	0.00	12
UCSC-PCIF-01H	Half height PCIe filler for UCS	0.00	0.00	0.00	12
UCSC-RC-P8M-C260	.79m SAS RAID Cable for C260	0.00	0.00	0.00	12
	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	589.00		589.00	96
A03-D300GA2			0.00		

C260-MR8D-002	2 DIMM Memory Riser Board For C260	111.00	0.00	111.00	96
	North America, NEMA L6-20 250V/20A plug-IEC320/C13 receptacle	0.00		0.00	12
CAB-AC-250V/13A			0.00		
N2XX-AIPCI02	Intel Quad port GbE Controller (E1G44ETG1P20)	999.00	0.00	999.00	6
R2XX-PL003	LSI 6G MegaRAID 9261-8i card (RAID 0,1,5,6,10,60) - 512WC	1,591.00	0.00	1,591.00	6
UCS-CPU-E72870	2.4 GHz E7-2870 130W 10C / 30M Cache	10,080.00	0.00	10,080.00	12
UCS-MR-2X041RX-C	2X4GB DDR3-1333-MHz RDIMM/PC3-10600/single rank/x8/1.35v	450.00	0.00	450.00	96
UCSC-BBU-11-C260	RAID battery backup for LSI Electr controller for C260	281.00	0.00	281.00	6
UCSC-DBKP-08E	8 Drive Backplane W/ Expander For C-Series	528.00	0.00	528.00	12
UCSC-PSU2-1200	1200W 2u Power Supply For UCS	652.00	0.00	652.00	12
UCSC-RAIL-2U	2U Rail Kit for UCS C-Series servers	199.00	0.00	199.00	6
UCSC-SD-16G-C260	16GB SD card for C260 M2	300.00	0.00	300.00	6
UCSX-MLOM-001	Modular LOM For UCS	440.00	0.00	440.00	6
<b>Network Switches</b>					
WS-C2960S-48FPS-L	Catalyst 2960S 48 GigE PoE 740W, 4xSFP LAN Base	7,495.00	0.00	7,495.00	900
GLC-SX-MM	GE SFP, LC Connector SX Transceiver	500.00	0.00	500.00	4,000
<b>Wireless</b>					
AIR-CT5508-500	2x AIR-CT5508-500-K9	167,995.00	0.00	167,995.00	3
AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir; 3x4:3SS; Mod; Int Ant; A Reg Domain	1,095.00	0.00	1,095.00	3,000
CABLING	Install, Test and Certify Cable Drop for Wireless Access Points	250.00	0.00	250.00	3,000
<b>Voice ELA</b>					
UC-ENT-LIC-ULTD	Cisco Unified Communication Enterprise License Agreement	554.00	0.00	554.00	12,500
	Implementation Costs for Converged Network				
	Other required Cisco Equipment				

**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 **December 21, 2012**  
(the "*Escrow Agreement*") among **BANC OF AMERICA PUBLIC CAPITAL CORP**  
(the "*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. **500-3127187-000** dated **December 18, 2012** 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. **500-3127187-000** dated **December 18, 2012** 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

**December 21, 2012** (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: JOHN TAVAGLIONE

CHAIRMAN, BOARD OF SUPERVISORS

Title: \_\_\_\_\_

Date: \_\_\_\_\_

DEC 18 2012

FORM APPROVED COUNTY COUNSEL

BY: 

NEAL R. KIPNIS

DATE

12/11/12

ATTEST.

KECIA HARPER-IHEM, Clerk

By: 

DEPUTY

DEC 18 2012

3.47

**BANC OF AMERICA PUBLIC CAPITAL CORP**  
INFORMATION SHEET

LESSEE NAME: COUNTY OF RIVERSIDE, CA

FEDERAL I.D.: 95-6000-930

**BILLING ADDRESS:**

Debbie Zellner – Fiscal Manager

Billing Contact

6147 Rivercrest Dr. Suite A

Street Address or Post Office Box

Riverside, CA 92507

City, State and Zip

(951) 486-7781

Phone Number

(951) 486-7703

Fax Number

**PHYSICAL ADDRESS (IF DIFFERENT):**

Same as above

Street Address or Post Office Box

City, State and Zip

Require Board Approval for Payments? \_\_\_\_\_ Yes X No

Board Meeting Date? N/A

W - 9 FORM

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name <b>County of Riverside, Department of Information Technology</b>	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other <input checked="" type="checkbox"/> <b>Government</b>	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) <b>6147 Rivercrest Drive, Ste. "A"</b>	Requester's name and address (optional)
City, state, and ZIP code <b>Riverside, CA 92507</b>	
List account number(s) here (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

or

Employer identification number								
9	5	6	0	0	0	9	3	0

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person 	Date <b>12/5/12</b>
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**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**REQUEST FOR QUOTE # ITARC-164  
CISCO EQUIPMENT  
FOR  
CONVERGED IP NETWORK**



By:  
Lisa Boerner  
Purchasing Manager  
Riverside County Purchasing & Fleet Services  
2980 Washington Street  
Riverside, CA 92504-4647  
Telephone: (951) 955-4937  
Email: [Lboerner@co.riverside.ca.us](mailto:Lboerner@co.riverside.ca.us)  
NIGP Code(s): 20420

### INSTRUCTIONS TO BIDDERS

- I. **Vendor Registration** - Unless stated elsewhere in this document, vendor may participate in the bidding process. However the County does encourage all bidders to register online at [www.Purchasing.co.riverside.ca.us](http://www.Purchasing.co.riverside.ca.us). If awarded a contract, bidder must be registered with the County of Riverside within five days of announced award. This will avoid delays in the purchasing and payment process.
- II. For future bidding opportunities please also register Bidder Company at: <https://www.publicpurchase.com/gems/register/vendor/register>. Public Purchase is a web based e-Procurement service provider utilized by the County of Riverside for RFQ's and RFP's. It will take only minutes to register and it is free.
- III. For all RFQ's Riverside County's Purchasing website will post a letter of notification on its website, and will provide a direct link to PublicPurchase.com.
- IV. **Format** - Use the electronic format provided by PublicPurchase.com. If submitting more than one bid, separate the bid documents.
- V. **Pricing/Delivery/Terms/Tax** - All pricing shall be quoted F.O.B. destination, (e.g., cash terms less than 20 days should be considered net) excluding applicable tax, which is a separate line item. The County reserves the right to designate method of freight. The County pays California Sales Tax and is exempt from Federal excise tax. In the event of an extension error, the unit price shall prevail.
- VI. **Other Terms and Conditions** - The terms and conditions as indicated in this document and/or attached are hereby included with full force and like effect as if set forth herein. Copies of the applicable Terms and Conditions may be obtained by visiting the Purchasing website at [www.Purchasing.co.riverside.ca.us](http://www.Purchasing.co.riverside.ca.us), or by contacting Riverside County Purchasing at the number shown above and requesting a copy faxed, or mailed to you.
- VII. **Period of Firm Pricing** - Unless stated otherwise elsewhere in this document, prices shall be firm for 90 days after the closing date, and prior to an award being made.
- VIII. **Specification/Changes** - Wherever brand names are used, the words "or equal" shall be considered to appear and be a part of the specification. If you are quoting another make or model, cross out our nomenclature and insert yours. If no make or model is stipulated, insert yours. Attach applicable specifications and/or brochures. Variations in manufacturers, design, etc., may be acceptable, bidders are encouraged to offer them as alternatives; however, the County reserves the right to reject those alternatives as nonresponsive.
- IX. **Recycled Material** - Wherever possible, the County of Riverside is looking for items made from, or containing in part, recycled material. Bidders are encouraged to bid items containing recycled material as an alternative for the items specified; however, the County reserves the right to reject those alternatives as nonresponsive.
- X. **Method of Award** - The County reserves the right to reject any or all offers, to waive any discrepancy or technicality and to split or make the award in any manner determined by the County to be most advantageous to the County. The County recognizes that prices are only one of several criteria to be used in judging an offer and the County is not legally bound to accept the lowest offer.
- XI. **Return of Bid/Closing Date/Return to** - The bid response shall be submitted electronically to PublicPurchase.com by 1:30 p.m. on the closing date listed above. Bid responses not received by County Purchasing by the closing date and time indicated above will not be accepted. The County will not be responsible for and will not accept late bids due to slow internet connection, or incomplete transmissions.
- XII. **Local Preference** - The County of Riverside has adopted a local preference program for those bidders located within the County of Riverside. A five percent (5%) price preference may be applied to the total bid price during evaluation of the bid responses. To qualify as a local business, the business must have fixed offices within the geographical boundaries of Riverside County and must credit all sales taxes paid resulting from this RFQ to that Riverside County location.  
or
- XIII. **Disabled Veteran Business Enterprise Preference** - The County of Riverside has implemented a Disabled Veteran Owned Business preference policy. A three percent (3%) preference shall be applied to the total bid price of all quotes/bids/proposals received by the County from certified disabled veterans owned businesses. If the bid is submitted by a non-Disabled Veteran owned business, but lists subcontractors that are identified and qualified as Disabled Owned Business, the total bid price will be adjusted by 3% of the value of that subcontractor's portion of the bid.

#### IF CHECKED, THE FOLLOWING DOCUMENTS HEREBY MADE PART OF THIS RFQ

☒ APPENDIX "A"      ☒ EXHIBIT      ☒ #116-260      Local Business Qualification Affidavit

#### IF CHECKED, THE FOLLOWING GENERAL CONDITIONS ARE INCLUDED WITH FULL FORCE AND LIKE EFFECT AS IF SET FORTH HEREIN

<input checked="" type="checkbox"/> #116-200	General Conditions	<input checked="" type="checkbox"/> #116-210	General Conditions Materials and/or Services
<input checked="" type="checkbox"/> #116-230	General Conditions - Equipment	<input type="checkbox"/> #116-220	General Conditions - Public Works
<input type="checkbox"/> #116-240	General Conditions - Personal/Professional Service		

To access any of these General Conditions go to [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us), located in Vendor Registration/Bidding Opportunities.

**If an addendum is issued for this procurement, it will be the vendor's responsibility to retrieve all applicable addendum(s) from the Public Purchase website.**



## APPENDIX A SCOPE OF WORK/EQUIPMENT LIST

### 1.0 INFORMATION

Bidders must complete/acknowledge the following:

- 1.1 "Electronic submission hereof is certification that the Bidder has read and understands the terms and conditions hereof, and that the Bidder's principal is fully bound and committed." All County terms and conditions are found at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us). Bidders must acknowledge the applicable terms and conditions that are checked at the bottom of page 2 of this document.
- 1.2 Delivery: \_\_\_\_ calendar days after receipt of order.
- 1.3 Please Check: \_\_\_\_ Disabled Veteran \_\_\_\_ Local Business – if checked, the above signer certifies that the above business is located within the geographical boundaries of Riverside County and that all sales taxes generated based on this RFQ will be credited to that location in Riverside County. If claiming Local Preference please submit the Form 116-260.
- 1.4 If Bidder experiences technical issue with the online bidding process, Bidder must contact the Procurement Contract Specialist (PCS) for further bid submission instructions. Bidder must contact the appropriate PCS a minimum of 1 hour prior to bid close time of 1:30 PM.

### 2.0 PURPOSE/BACKGROUND

The County of Riverside Purchasing on behalf of the Information Technology Department is soliciting quotations for a turnkey converged network by consolidating voice, video, wireless, and data networks onto a single IP network, reducing the cost of communications.

#### 2.1 Communications Solution

Riverside County will be replacing the current Aastra PBX phone system with a Cisco IP Communication solution. The new solution will replace all county phones, analog lines, voicemail, automated attendants, Interactive Voice Response Systems (IVR), call centers, and existing wireless DECT phones while reducing current county maintenance and system management costs. In addition, new communication features such as video and mobility applications will be available to provide the county with new ways to communicate more efficiently reducing travel and overhead costs.

The IP Communication system will consolidate existing disparate PBX deployments across the county into two-core systems to provide high availability and geographical redundancy for critical voice applications. The county will deploy approximately 21,532 IP Phones and existing agency and department call centers will be consolidated into a single IP call center solutions that will provide improved management. New communication features will be offered to county end-users such as instant messaging and presence, desktop voice and video client, and mobile device support for county issued phone numbers.

#### 2.2 Wireless Solution

Riverside County will be deploying industry standard wireless networking to give employees access to the business applications and communication tools they need even when they are on the move. By adding voice-over-IP (VoIP) capability to wireless networks, organizations can improve collaboration and responsiveness while realizing cost savings. The wireless network integrates important technologies into its switching, routing, and wireless offerings to provide optimal support for wireless voice, simplified wireless voice deployment and

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management, wireless voice call roaming, diverse wireless voice client support, and high-quality wireless voice communications.

The wireless network will be deployed across all county locations housing five or more employees and provide county employees with a secure access to county applications allowing for the use of personal devices. In addition, county contractors can be provided secure access to necessary county networks. The wireless network will provide county guest access to publicly accessible networks.

### **2.3 Network Upgrade**

Riverside County will be deploying approximately 30,000 new network ports to support the IP communications and wireless deployments. The new route and switch network will provide intelligent networking features such as Power over Ethernet (PoE) and Quality of Service (QoS). Moving to an IP communication solution on a PoE enabled network can help reduce carbon footprint and conserve energy. QoS will maintain voice and video quality through the physical and wireless network by optimizing network traffic countywide.

### **2.4 Project Timeline**

Product purchases and implementation services will begin upon signing off on the agreed to Scope of Work (SOW). Project will be completed within twelve months of signing the contract.

### **2.5 General Project Scope**

The awarded vendor/bidder will:

- a) Provide a network assessment within 30-days of execution of the agreement to include the Data Center core, LAN, WAN and Wireless networks.
- b) Provide build list of materials, an acceptable project plan, and contingency provisions to the County prior to Notice to Proceed on implementation.
- c) Consolidate existing PBX system, key systems and any other appropriate telephone device within one year of award of contract into agreed to Geocentric locations.
- d) Replace approximately 21,532 phones at approximately 450 CoRNet connected county locations with IP phones.
  - i. To include all Aastra, Norstar electronic key systems, DECT, Centrex, Centranet, 1mb, etc, as appropriate.
  - ii. In collaboration with RCIT staff, gather end user data base information to design individual telephone instruments and associated unified messaging information
- e) Replace all non-Cisco network equipment.
  - i. Upgrade any network or end user equipment that will inhibit the ability to meet the project scope of work
  - ii. Implement QoS across the converged network
- f) Install Management and monitoring tools
- g) Install voice mail, automated attendants, Interactive voice response systems (IVR)
  - i. Provide all labor to gather requirements, coordinate implementation, and engineer solutions to provide integration or interfacing to 3rd party IVR systems, overhead paging and PBX's.
- h) Migration of the existing agency and department call centers into the new call center environment.
  - i. Includes gathering all user requirements, design and implementation
  - ii. Includes all end user training
    1. Call center agents, supervisors, managers, administrators

- i) Approval process
  - i. Prior to the implementation of any network equipment, vendor/bidder will provide the RCIT Project Manager full network drawings for County review & approval.
  - ii. Prior to commencing the project at each site, vendor/bidder will meet with the RCIT Project Manager and determine the overall design considerations, including but limited to, PSTN trunking, 911, power back up, etc.
- j) Training
  - i. Provide end user training at customer sites, as determined by RCIT
  - ii. Provide on-line training materials for end users to be accessed through RCIT Central website
  - iii. Provide administrator training
  - iv. Provide technical training
    - 1. Formalized classroom on site, if determined by RCIT to be feasible
    - 2. Informal, on the job training as implementation progresses
    - 3. Training credits for off-site training to be used at a later date
- k) Implementation
  - i. Infrastructure Wiring
    - 1. Vendor/bidder will adhere to all RCIT wiring and infrastructure standards and specifications
    - 2. Based on individual customer requirements, will maximize after-hours work
  - ii. Customer support
    - 1. Provide post cut support with on-site support staff during and after cutover
- l) Documentation
  - i. All documentation will be provided in electronic format to include, but not limited to floor plans, network drawings, database records, etc.
- m) Provide full integration with the current County billing system (Telemaster)
- n) Provide full project management services for the course of the project
- o) Adhere to the County's change management rules, with assistance from RCIT staff
- p) Provide asset recovery
  - i. Assist in disposal of used equipment
- q) Deploy new collaboration features based on user, department, and agency requirements. Features include:
  - i. Instant Messaging and Presence Desktop Client
  - ii. Desktop Softphone
  - iii. Desktop Video
  - iv. Desktop Sharing
  - v. Mobile Device Support
  - vi. Single Number Reach
  - vii. Wireless
  - viii. Install wireless access points at all County facilities with five or more employees
  - ix. Complete all of the above within 12 months of contract agreement.

### 3.0 TIMELINE

#### DATES:

1. RELEASE OF REQUEST FOR QUOTATION	December 10, 2012
2. DEADLINE FOR SUBMISSION OF QUESTIONS Bidders must submit their questions online at <a href="http://PublicPurchase.com">PublicPurchase.com</a> .	<b>Must be submitted by:</b> <b>Date: December 13, 2012</b> <b>Time: 1:30 PM Pacific Time</b>
3. DEADLINE FOR QUOTATION SUBMITTAL Bid results are posted on <a href="http://PublicPurchase.com">PublicPurchase.com</a>	<b>December 20, 2012 at 1:30 PM</b> <b>Pacific Time</b>
4. TENTATIVE DATE FOR AWARING CONTRACT	5-90 days, contingent upon lowest bidder meeting all of the bid specifications.

### 4.0 PERIOD OF PERFORMANCE

The period of performance shall be for the term of the Board approved agreement, with no obligation by the County of Riverside to purchase any specified amount of services or goods.

### 5.0 GENERAL REQUIREMENTS

#### Procedures for Submitting Quotations

All quotations must be submitted in accordance with the standards and specifications contained within this Request for Quote (RFQ). The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of the quotation.

The County shall not pay any costs incurred or associated in the preparation of this or any quotation or for participation in the procurement process.

Quotes must be specific unto themselves. For example, "*See Enclosed Manual*" will not be considered an acceptable quotation. Receipt of all addenda, if any, must be acknowledged in the quotation.

**Late quotations will not be accepted.** Postmarks **will not** be accepted in lieu of this requirement. Quotations submitted to any other County office will be rejected.

### 6.0 METHOD OF AWARD (Specifications)

Quotations will be evaluated based upon criteria determined to be appropriate by the County, which may include but are not necessarily limited to the following:

- a. Lowest overall purchase price
- b. Adherence to specifications as detailed in this RFQ
- c. Prompt payment discounts on 30 days or less
- d. Warranties
- e. All associated delivery costs
- f. Delivery date
- g. Product acceptability
- h. Service/Customer Support

County reserves the right of award in regard to any other factors the County determines to be appropriate.

## **7.0 EVALUATION PROCESS**

All quotations will be given thorough review. All contacts during the review selection phase will be only through the Purchasing Department. Attempts by the Bidder to contact any other County representative may result in disqualification of the Bidder. The County recognizes that prices are only one of several criteria to be used in judging an offer, and the County is not legally bound to accept the lowest offer.

## **8.0 INTERPRETATION OF RFQ**

The Contractor must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFQ. If any Contractor planning to submit a quote finds discrepancies in or omissions from the RFQ, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the County. Any changes to the RFQ will be made only by written addendum and may be posted on the Purchasing website at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) and [PublicPurchase.com](http://PublicPurchase.com). The County is not responsible for any other explanations or interpretations. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way. All notices regarding this procurement may be posted on the County's purchasing website at [www.purchasing.co.riverside.ca.us](http://www.purchasing.co.riverside.ca.us) and [PublicPurchase.com](http://PublicPurchase.com).

## **9.0 CANCELLATION OF PROCUREMENT PROCESS**

The County may cancel the procurement process at any time. All quotations become the property of the County. All information submitted in the quotation becomes "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the quote, it must be clearly identified by the Bidder; otherwise, the Bidder agrees that all documents provided may be released to the public after bid award.

The County reserves the right to withdraw the Request for Quote (RFQ), to reject a specific quote for noncompliance within the RFQ provisions, or not award a bid at any time because of unforeseen circumstances or if it is determined to be in the best interest of the County.

## **10.0 COMPENSATION**

**10.1** The County shall pay the awarded bidder for equipment and services performed, after the equipment are installed and tested to the satisfaction of the County. Expenses incurred and compensation shall be paid in accordance with an invoice submitted to County by awarded bidder.

**10.2** No price increases will be permitted during the first year of the award. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the County. The County requires written proof of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance written notice is required for consideration and approval by County. No retroactive price adjustments will be considered. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas Cisco equipment and be subject to satisfactory performance review by the County and approved (if needed) for budget funding by the Board of Supervisors.

## **11.0 WARRANTY**

Bidder shall provide a warranty that includes all parts and labor. Awarded Bidder shall handle all repairs/services of equipment(s) under warranty, manufacture warranty or Awarded Bidder's Company warranty. Awarded Bidder shall assume all responsibilities pertaining to shipping and handling of equipment that has to be sent back to the manufacture for repairs/services. In the event the equipment is beyond repair, a

replacement of a brand new equipment of the same model or equivalent shall be provided by Awarded Bidder. REMANUFACTURED equipment is not accepted.

## **12.0 USE BY OTHER POLITICAL ENTITIES**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and County shall in no way be responsible to CONTRACTOR for other entities' purchases.

## **13.0 CONFIDENTIALITY AND PROPRIETARY DATA**

Subsequent to the County's evaluation, bids/proposals which were required to be submitted in response to the solicitation process become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code section 6250 et. seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records, including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary" the Vendor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act. Where applicable, Federal regulations may take precedence over this language.

## EXHIBIT "A" SPECIFICATIONS

Part Number	Description	Qty
<b>Bundles - Analog</b>		
VG224-4PACK	4 Pack of VG224 High Density Analog Gateway	25
MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)	100
MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)	100
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	100
VG224-MP	VG224 for MultiPack	100
SVGVG-15104M	Cisco VG200 Series IP SUBSET/VOICE	100
<b>IP Phones</b>		
CP-6921-CL-K9=	Cisco UC Phone 6921, Charcoal, Slimline Handset	18,902
CP-6945-CL-K9=	Cisco UC Phone 6945, Charcoal, Slimline Handset	2,626
<b>Router Accessories</b>		
VIC2-4FXO=	Four-port Voice Interface Card - FXO (Universal)	450
<b>Routers</b>		
ASR1001-4X1GE	Cisco ASR1001 System, 4 built-in GE, 4X1GE IDC, Dual P/S	4
M-ASR1K-1001-4GB	Cisco ASR1001 4GB DRAM	4
ASR1001-PWR-AC	Cisco ASR1001 AC Power Supply	8
CAB-AC-RA	Power Cord, 110V, Right Angle	8
FLSASR1-CUE-500	Unj Border Element-Ent Edition 500 Sessions-ASR1k	4
SASR1001U-34S	Cisco ASR 1001 IOS XE UNIVERSAL - NO ENCRYPTION	4
SLASR1-AES	Cisco ASR 1000 Advanced Enterprise Services License	4
<b>Arlington</b>		
	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
PVDM3-256	256-channel high-density voice and video DSP module	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	1
VVIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	3
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	1
<b>Hemet</b>		
	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
PVDM3-256	256-channel high-density voice and video DSP module	1



PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	1
VWIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	3
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	1
<b>Indio</b>		
	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
PVDM3-128	128-channel high-density voice and video DSP module	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	1
VWIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	1
<b>Moreno Valley</b>		
	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
NM-HD-2VE	Two-slot IP Communications Enhanced Voice/Fax Network Module	2
PVDM3-256	256-channel high-density voice and video DSP module	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	1
SM-NM-ADPTR[2]	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	2
VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4
VWIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	1
<b>Riverside 1</b>		
	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
NM-HD-2VE	Two-slot IP Communications Enhanced Voice/Fax Network Module	1
PVDM3-256	256-channel high-density voice and video DSP module	1



PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	1
SM-NM-ADPTR	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	1
VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2
VWIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	1
<b>Riverside 2</b>		
	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
NM-HD-2VE	Two-slot IP Communications Enhanced Voice/Fax Network Module	1
PVDM3-256	256-channel high-density voice and video DSP module	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	1
SM-NM-ADPTR	Network Module Adapter for SM Slot on Cisco 2900, 3900 ISR	1
VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	2
VWIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	1
<b>Temecula</b>		
	Cisco 3945 Voice Bundle, PVDM3-64, UC License PAK	1
3900-FANASSY	Cisco 3925/3945 Fan Assembly (Bezel included)	1
C3900-SPE150/K9	Cisco Services Performance Engine 150 for Cisco 3945 ISR	1
MEM-3900-1GB-DEF	1GB DRAM (512MB+512MB) for Cisco 3925/3945 ISR (Default)	1
MEM-CF-256MB	256MB Compact Flash for Cisco 1900, 2900, 3900 ISR	1
PWR-3900-AC	Cisco 3925/3945 AC Power Supply	1
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1
PVDM3-256	256-channel high-density voice and video DSP module	1
PVDM3-64U256	PVDM3 64-channel to 256-channel factory upgrade	1
VWIC3-4MFT-T1/E1	4-Port 3rd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	4
SL-39-IPB-K9	IP Base License for Cisco 3925/3945	1
SL-39-UC-K9	Unified Communication License for Cisco 3900 Series	1
ISR-CCP-EXP-NOCONF	Cisco Config Pro Express on Router Flash w/o default config	1
S39UK9-15204M	Cisco 3925-3945 IOS UNIVERSAL	1
<b>24 Port Analog</b>		
VG224	24 Port Voice over IP analog phone gateway	2
MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)	2
MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)	2
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2
SVGVG-15104M	Cisco VG200 Series IP SUBSET/VOICE	2
<b>Bundles - Call Center</b>		
CCE-PAC-BUNDLE	Packaged CCE	1

A03-D300GA2	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	32
C260-MRBD-002	2 DIMM Memory Riser Board For C260	32
N2XX-AIPCI02	Intel Quad port GbE Controller (E1G44ETG1P20)	2
R2XX-PL003	LSI 6G MegaRAID 9261-8i card (RAID 0,1,5,6,10,60) - 512WC	2
UCS-CPU-E72870	2.4 GHz E7-2870 130W 10C / 30M Cache	4
UCS-MKIT-041RX-C	Mem kit for UCS-MR-2X041RX-C	64
UCS-MR-2X041RX-C	2X4GB DDR3-1333-MHz RDIMM/PC3-10600/single rank/x8/1.35v	32
UCS-SD-16G	16GB SD Card module for UCS Servers	2
UCSC-BBU-11-C260	RAID battery backup for LSI Electr controller for C260	2
UCSC-DBKP-08E	8 Drive Backplane W/ Expander For C-Series	4
UCSC-HS-01-C260	CPU HEAT SINK for UCS C260 M2 RACK SERVER	4
UCSC-PCIF-01F	Full height PCIe filler for C-Series	4
UCSC-PCIF-01H	Half height PCIe filler for UCS	4
UCSC-PSU2-1200	1200W 2u Power Supply For UCS	4
UCSC-RAIL-2U	2U Rail Kit for UCS C-Series servers	2
UCSC-RC-P8M-C260	.79m SAS RAID Cable for C260	4
UCSX-MLOM-001	Modular LOM For UCS	2
CAB-AC-250V/13A	North America,NEMA L6-20 250V/20A plug-IEC320/C13 receptacle	4
CCE-PAC-M1	CCE and CVP Deployment Package M1	1
UCS-C260M2-VCD2	UCS C260 M2 Rack Server w/ 2-E72870, 16x 2x4GB DDR	2
UCSS-CCE-PAC	UCSS for CCE Packaged Agent	1
CCE-PAC-CVP-LIC	CVP Server and Port License PAKs	4
CCE-PAC-CVP-STU-90	Call Studio 9.0	2
CCEH-CUIC-STD	License for Cisco Unified Intelligence Center Standard	2
CCEH-FINESSE-SVR-L	Cisco Finesse Server SW HA Pair for CCE	1
CCEH-MEDIA90-K9	Media Kit for Unified CC Enterprise and Hosted 9.0	1
CUIC-V-STD-PAK	Licensing PAK For CUIC Standard - UCS or MCS	1
CVP-90-SERVER-SW	CVP 9.0 Server Software	4
CVP-9X-PTS-TOTAL	CVP 9.X Total No PT - Auto Gen value	2,000
IPCE-DIALPORT-L	IPCC ENTERPRISE OUTBOUND DIALER PORT	100
CCE-PAC-AGENT	CCE Packaged Agent	500
UCSS-CCE-PACAGT-5Y	UCSS for CCE Packaged Agent - 5 Year Sub	500
<b>Network Management Software</b>		
R-UCMS-STE-B-30K	OM9.0 SM9.0 SSM9.0 PM9.0 Suite Bundle 30K IP Phones	1
L-CUPM-B-30KLICS	Unified Provisioning Manager B 30K add-on phone lic Suite	1
L-UOM-B-30K	Unified Operations Mgr 9.x up to 30K IP Phone LIC Suite-K9	1
L-USM-B-30K	Unified Service Monitor 9.x up to 30K Phone LIC for Suite-K9	1
L-USSM-B-30K	Unified Service Statistics Manager 9.x, 30K Phone LIC Ste-K9	1
R-UOM-9.0-K9	UOM 9.0 Software image for UCMS Suite	1
R-UPM-9.0-K9	Cisco Prime UPM 9.0 Image for Suite	1
R-USM-9.0-K9	USM 9.0 Software Image for UCMS Suite	1
R-USSM-9.0-K9	USSM 9.0 Software Image for UCMS Suite	1
L-CUAC9X-ATT-CON	Cisco Unifed Attendant Console 9.x - eDelivery	1
L-UCSS-ATT-PAK	PAK for Cisco Unified Attendant Console UCSS	1
L-CUACE9X-ATT-CON	Cisco Unifed Attendant Console Enterprise Edition 9.x	5
L-UCSS-ATT-CUE5-1	UCSS for Enterprise Att Console for 5 years - 1 Instance	5
VMW-VS5-STD-5A	VMware vSphere 5 Standard (1 CPU), 5yr, Support Required	12
C260-BASE-2646	UCS C260 M2 Rack Server (w/o CPU, MRB, PSU)	6
UCS-MKIT-041RX-C	Mem kit for UCS-MR-2X041RX-C	192
UCSC-HS-01-C260	CPU HEAT SINK for UCS C260 M2 RACK SERVER	12

UCSC-PCIF-01F	Full height PCIe filler for C-Series	12
UCSC-PCIF-01H	Half height PCIe filler for UCS	12
UCSC-RC-P8M-C260	.79m SAS RAID Cable for C260	12
A03-D300GA2	300GB 6Gb SAS 10K RPM SFF HDD/hot plug/drive sled mounted	96
C260-MRBD-002	2 DIMM Memory Riser Board For C260	96
CAB-AC-250V/13A	North America, NEMA L6-20 250V/20A plug-IEC320/C13 receptacle	12
N2XX-AIPCI02	Intel Quad port GbE Controller (E1G44ETG1P20)	6
R2XX-PL003	LSI 6G MegaRAID 9261-8i card (RAID 0,1,5,6,10,60) - 512WC	6
UCS-CPU-E72870	2.4 GHz E7-2870 130W 10C / 30M Cache	12
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UCSC-PSU2-1200	1200W 2u Power Supply For UCS	12
UCSC-RAIL-2U	2U Rail Kit for UCS C-Series servers	6
UCSC-SD-16G-C260	16GB SD card for C260 M2	6
UCSX-MLOM-001	Modular LOM For UCS	6
<b>Network Switches</b>		
WS-C2960S-48FPS-L	Catalyst 2960S 48 GigE PoE 740W, 4xSFP LAN Base	900
GLC-SX-MM	GE SFP, LC Connector SX Tranciever	4,000
<b>Wireless</b>		
AIR-CT5508-500	2x AIR-CT5508-500-K9	3
AIR-CAP2602I-A-K9	802.11n CAP w/CleanAir; 3x4:3SS; Mod; Int Ant; A Reg Domain	3,000
CABLING	Install, Test and Certify Cable Drop for Wireless Access Points	3,000
<b>Voice ELA</b>		
UC-ENT-LIC-ULTD	Cisco Unified Communication Enterprise License Agreement	12,500
	Implementation Costs for Converged Network	
	Other required Cisco Equipment	

**Local Business Qualification Affidavit**

The County of Riverside Local Business Preference may be applied to this Request for Proposal/Quotation. If you qualify for this preference, please submit this form along with your response to this RFP/Q.

**Definition of Local Business**

A local business shall mean a business or firm with fixed offices located within the geographical boundaries of Riverside County, and authorized to perform business within the County. In doing so, credit all sales tax from sales generated within Riverside County to the County, and who provide product or perform contracted work using employees, of whom the majority are physically located in said local offices.

Local businesses shall have a Riverside County business street address. Post office box numbers, residential addresses, or un-staffed sales offices shall not suffice to establish status as a "local business." To qualify as a "local business" the location must be open and staffed during normal business hours and the business must establish proof that it has been located and doing business in Riverside County for at least (6) six months preceding its certification to the County as a local business.

Additional supporting documentation that may be requested by the County to verify qualification includes:

1. **A copy of their current BOE 531-A and/or BOE 530-C form** (State, Local & District Sales, and Use Tax Return Form). This is what businesses submit to the State Board of Equalization when paying the sales tax to the State of California indicating the amount of the payment to be credited to each jurisdiction (i.e. Counties, Cities).
2. **A current business license** if required for the political jurisdiction the business is located.
3. **Proof of the current business address.** The local business needs to be operating from a functional office that is staffed with the company's employees, during normal business hours.

Business Name: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Phone: \_\_\_\_\_ FAX: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Length of time at this location: \_\_\_\_\_ Number of Company Employees at this address: \_\_\_\_\_

If less than 6 month, list previous  
Riverside County location: \_\_\_\_\_

Business License # (where applicable): \_\_\_\_\_ Jurisdiction: \_\_\_\_\_

Hours of Operation: \_\_\_\_\_

Primary function of this location (i.e., sales, distribution, production, corporate, etc):  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Company Official \_\_\_\_\_ Date \_\_\_\_\_

Print Name, Title \_\_\_\_\_

**Submittal of false data will result in disqualification of local preference and/or doing business with the Riverside County.**

Form # 116-260 Rev 08/05