

**CERTIFICATE REGARDING REAL PROPERTY
DATED AS OF [_____], 2026**

Banc of America Leasing & Capital, LLC
11333 McCormick Road
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration

The undersigned is the [_____] for the County of Nevada, California (the “*County*”), is authorized to execute this Certificate Regarding Real Property on behalf of the County, is knowledgeable with respect to the matters set forth herein, and hereby states as follows:

a. The County and the Nevada County Finance Authority, as Lessor (the “*Authority*”) previously entered into that certain Lease Agreement dated as of August 1, 2016 (as amended or supplemented, the “*Agreement*”).

b. On August 31, 2016, the County and the Authority entered into that certain NCREBs Equipment Schedule which incorporates the terms and conditions of the Agreement (collectively, as amended or supplemented, the “*NCREBs Equipment Lease*”).

c. On August 31, 2016, the Authority and Banc of America Leasing & Capital, LLC (“*Assignee*”) entered into that certain Assignment Agreement (NCREBs Equipment Lease), (as amended or supplemented, the “*NCREBs Lease Assignment*”) whereby the Authority assigned to all of its rights under the NCREBs Equipment Lease to the Assignee and granted the Assignee a first-priority security interest in certain solar systems and photovoltaic power generating systems (the “*Equipment*”) described under the NCREBs Equipment Lease.

d. On August 30, 2016, Assignee filed that certain UCC-1 Financing Statement # 20160019564, recorded with the Nevada County Recorder (the “*UCC-1 Fixture Filing*”), recording and perfecting the Assignee’s first priority security interest in the Equipment. As further described in Exhibit A to the UCC-1 Fixture Filing, the Equipment is stated to be located at the following locations:

- a) Eric Rood Administrative Center, 950 Maidu Ave, Nevada City, CA 95959, Assessor Parcel Number 05-020-23-000;
- b) Wayne Brown Correctional Facility, 925 Maidu Ave, Nevada City, CA 95959, Assessor Parcel Number 05-020-22-000 (the “*Correctional Facility Parcel*”);
- c) Carl F. Bryan II Juvenile Hall, 15434 State Highway 49, Nevada City, CA 95959, Assessor Parcel Number 05-050-15-000;

d) Ranch House Property, 16782 State Highway 49, Nevada City, CA 95959, Assessor Parcel Number 04-140-67-000; and

e) Lake of the Pines Site, 10907 Riata Way, Auburn, CA 95602, Assessor Parcel Number 21-640-09-000.

e. Attached hereto as Exhibit B is the Assessor's Map, Book 5-Pg. 02, as of August 2, 2011, which describes the Correctional Facility Parcel on the date of the UCC-1 Fixture Filing.

f. In 2020, the boundaries of the Correctional Facility Parcel were adjusted, and the resulting parcel was assigned Assessor Parcel Number 005-020-024-000. Attached hereto as Exhibit C is the Assessor's Map, Book 5-Pg. 02, as of November 12, 2020, which describes the Correctional Facility Parcel as it existed following this adjustment.

g. The Correctional Facility Parcel was subdivided as established by a Certificate of Compliance recorded on January 15, 2026, as corrected by that certain Corrective Certificate of Compliance, recorded on January 26, 2026, to create a new parcel, Assessor Parcel Number 005-020-026-000 (the "*New Parcel*"), consisting of approximately 0.57 acres, together with a 30-foot wide ingress, egress and public utility easement (the "*Easement*"), that were previously part of the Correctional Facility Parcel. Attached hereto as Exhibit D is the Corrective Certificate of Compliance, which describes the New Parcel and Easement.

h. The remaining portion of the Correctional Facility Parcel, consisting of approximately 16.12 acres, has been assigned Assessor Parcel Number 005-020-027-000. Attached hereto as Exhibit E is the Assessor's Map, Book 5-Pg. 02, as of December 5, 2025, which describes the Correctional Facility Parcel as it currently exists.

i. Attached hereto as Exhibit F are a legal description and parcel map created on January 26, 2026, by State of California Professional Land Surveyor Robert J. Lawless, No. 8928, which further describe the Correctional Facility Parcel and New Parcel as they currently exist.

j. The County has requested that the Assignee release the New Parcel from the UCC-1 Fixture Filing, by filing and recording a UCC-3 Financing Statement Amendment (the "*UCC-3 Amendment*") in the Official Records that removes the New Parcel from the description of the Correctional Facility Parcel.

k. As a condition to filing and recording the UCC-3 Amendment, Assignee requires that the County provide the representations, certifications, covenants and other assurances set forth herein.

NOW, THEREFORE, the County hereby represents, certifies, covenants, and agrees for the benefit of the Assignee as follows:

1. Exhibit D attached hereto is a true, correct and complete description of the New Parcel, Assessor Parcel Number 005-020-026-000 that was removed from the Correctional Facility

Parcel, original Assessor Parcel Number 05-020-22-000 and the Easement benefiting the New Parcel.

2. Exhibit E attached hereto is a true, correct and complete description of the remaining portion of the Correctional Facility Parcel, Assessor Parcel Number 005-020-027-000.

3. Exhibit F attached hereto is a true, correct and complete legal description and parcel map, which further describe the Correctional Facility and New Parcel as they currently exist.

4. The Equipment is and will be located entirely on the Correctional Facility Parcel and is not and will not be located on any of the real property constituting the New Parcel.

5. At no time has any Equipment been located on any of the real property constituting the New Parcel.

6. The release of the New Parcel and the Easement benefitting the New Parcel will not alter, change or modify Assignee's existing rights concerning the Equipment, the NCREBs Equipment Lease, the NCREBs Lease Assignment, or the existing Correctional Facility Parcel, including but not limited to its rights of ingress, egress and regress to the existing Correctional Facility Parcel.

7. The County covenants and agrees that without the prior written consent of the Assignee in its sole and absolute discretion none of the Equipment shall at any time be located on any of the real property constituting the New Parcel.

8. The County represents, certifies, covenants, and agrees it is and will remain the fee owner of the real estate where the Equipment is and will be located (the "*Real Property*") and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such Real Property.

9. The creation of the New Parcel will not impact the County's legal title to or valid and marketable, beneficial use and enjoyment of the Real Property, nor impair nor adversely impact Assignee's right, title or interest in the Equipment or any of the County's or the Assignee's rights or remedies under the Agreement or the NCREBs Equipment Lease with respect to the Equipment.

10. In the event any lien, encumbrance, restriction, asserted encumbrance, claim, dispute or other issue exists or arises with respect to the County's legal title to or valid and marketable, beneficial use and enjoyment of the Real Property or impairs or adversely impacts Assignee's right, title or interest in the Equipment or any of Assignee's rights or remedies under the Agreement or the NCREBs Equipment Lease with respect to the Equipment (each of the foregoing referred to as a "*Real Property Issue*"), the County covenants and agrees that it will take all steps necessary to promptly quiet, resolve and/or eliminate such Real Property Issue to the satisfaction of the Assignee and ensure that the County and the Assignee have adequate access to and use of (including beneficial use and enjoyment of) the Real Property for all purposes contemplated under the Agreement and the NCREBs Equipment Lease, and the County shall

ensure that its fee interest in the Real Property and the Assignee's right, title or interest in the Equipment and rights or remedies under the Agreement and the NCREBs Equipment Lease with respect to the Equipment remain free and clear of Real Property Issues.

11. The street addresses and legal descriptions affixed to any UCC financing statements and fixture filings (including the UCC-1 Fixture Filing and the UCC-3 Amendment) are true, accurate and complete street addresses and legal descriptions of all the properties on which the Equipment is located or to be installed. In the event (i) the creation of the New Parcel causes any legal description, UCC financing statement or fixture filing (or continuations or amendments thereof) filed or recorded with respect to the Assignee's interests in the Real Property to reflect any incorrect real property legal description or (ii) any street address, legal description, other information, UCC financing statement or fixture filing (or continuations or amendments thereof) filed or recorded with respect to the Assignee's interests in the Equipment or any of the Real Property reflects any incorrect or incomplete real property legal description, equipment description or other information, Lessee shall take all steps necessary at its expense (with the Assignee's prior written approval) to promptly correct any errors or deficiencies with respect to such legal descriptions, street address, other information, UCC financing statements and/or fixture filings and to protect Assignee's interests in the Equipment.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the County of Nevada, California has caused this Certificate Regarding Real Property to be executed by its officer thereunto duly authorized, all as of the day and year first above written.

COUNTY OF NEVADA, CALIFORNIA

By: _____

Name: _____

Title: _____