

## EXHIBIT B

### SCHEDULE OF CHARGES AND PAYMENTS

#### Maximum Limit & Fee Schedule

Contractor's compensation shall be paid at the schedule shown below. Reimbursement of travel, lodging and miscellaneous expenses is not authorized. All expenses of Contractor, including any expert or professional assistance retained by Contractor to complete the work performed under this Contract shall be borne by Contractor unless otherwise approved by the County in writing.

The total of all payments made under this Contract shall not exceed the amount of \$76,500 as shown in Section 2 of this Contract. Compensation for any portion of the Scope of Work completed is not contingent upon the successful completion of the financing.

#### Payment Schedule

	<b>Scope of Service Item</b>	<b>Percentage of Scope</b>	<b>Item Value</b>
1	Assist County in selection of financing team members, and negotiation of professional fees, as necessary	5%	\$3,750
2	Create and manage the Financing Schedule and Distribution List	5%	\$3,750
3	Draft lender term sheet solicitation document	10%	\$7,500
4	Conduct lender solicitation, including outreach to potential lenders and summary of responses	20%	\$15,000
5	Prepare debt service analysis under alternative market, term and structure scenarios	10%	\$7,500
6	Develop plan of finance and prepare DBC debt service schedules, including alternative debt service structures	15%	\$11,250
7	Negotiate key terms and provisions with selected lender and lender's counsel	10%	\$7,500
8	Assist in review of all financing and legal documents	15%	\$11,250
9	Assist in the determination of key parameters and good faith estimates for County Board of Supervisors Resolution	1%	\$750
10	Present financing to County Board of Supervisors, if requested	2%	\$1,500
11	Coordinate closing activities, including drafting Closing Wiring Instructions Memorandum	5%	\$3,750
12	Prepare a post-sale closing memorandum	2%	\$1,500
	<b>SUBTOTAL</b>	<b>100%</b>	<b>\$75,000</b>
	Reimbursement for actual expenses incurred		\$1,500
	<b>TOTAL</b>		<b>\$76,500</b>

## Invoices

Invoices shall be submitted to County in a form and with sufficient detail as required by County. Work performed by Contractor will be subject to final acceptance by County project manager(s).

Submit all invoices to:

Nevada County Executive Office  
Address: 950 Maidu Ave  
City, St, Zip Nevada City, CA 95959  
Attn: Martin Polt  
Email: martin.polt@nevadacountyca.gov  
Phone: 530-265-7040

County will make payment within thirty (30) days after the billing is received and approved by County and as outlined below

Unless otherwise agreed to by County, all payments owed by County to Contractor under this Contract shall be made by Automated Clearing House ("ACH"). In the event County is unable to release payment by ACH Contractor agrees to accept payment by County warrant.