

**Amendment Number 1
to Lease Agreement**

This Amendment Number 1 (this "**Amendment**") is made this 30th day of September, 2019 to that certain Lease Agreement dated as of August 1, 2016 (together with the Equipment Schedule, the Lease Payment Schedule and all exhibits, schedules, addenda, amendments, modifications, riders, and other documents and instruments thereto, the "**Agreement**"), between Nevada County Finance Authority ("**Lessor**") and County of Nevada, California ("**Lessee**") and Banc of America Leasing & Capital, LLC, as assignee of Nevada County Finance Authority ("**Assignee**").

WITNESSETH:

WHEREAS, Lessor, Lessee and Assignee are parties to the Agreement; and

WHEREAS, Lessor, Lessee and Assignee desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. In accordance with the terms of Section 3.4 (a) of the Agreement, on September 30, 2019, Lessor shall apply the NCREBs Excess Proceeds in the amount of \$411,600.67 to prepay the principal component of NCREBs Lease Payments in whole or in part in inverse order of NCREBs Lease Payment Dates (the "**Prepayment**").
2. To reflect the Prepayment, the Agreement is hereby amended by deleting Attachment A-1 to NCREBs Equipment Schedule NCREBs Lease Payment Schedule in its entirety and replacing it with the Revised Attachment A-1 to NCREBs Equipment Schedule NCREBs Lease Payment Schedule that is attached hereto and incorporated herein by reference.
3. It is the intention of Lessor and Lessee that, upon execution, this Amendment shall constitute a part of the Agreement. Except as amended hereby, the Agreement shall remain in full force and effect and is in all respects hereby ratified and affirmed. To the extent that the provisions of this Amendment conflict with the provisions of the Agreement, the provisions of this Amendment shall control. Capitalized terms not otherwise defined herein shall have the meanings ascribed them in the Agreement.

4.

IN WITNESS WHEREOF, the parties, each by its duly authorized officer or agent, have duly executed and delivered this Amendment, which is intended to take effect as a sealed instrument, as of the day and year first written above.

Nevada County Finance Authority (Lessor)

County of Nevada, California (Lessee)

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Banc of America Leasing & Capital, LLC (Assignee)

By: _____

Printed Name: _____

Title: _____