

## NCREBs FINAL ACCEPTANCE CERTIFICATE

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

Re:

Lease Agreement  
Dated as of August 1, 2016  
between  
Nevada County Finance Authority, as lessor,  
and  
County of Nevada, California, as lessee

Ladies and Gentlemen:

In accordance with the Lease Agreement dated as of August 1, 2016 (the “*Agreement*”), the undersigned County of Nevada, California (the “*County*”) hereby certifies and represents to the NCREBs Lease Assignee as follows:

1. All of the NCREBs Solar Equipment (as such term is defined in the Agreement) listed in the NCREBs Equipment Schedule has been fully delivered, installed and accepted on the date hereof and is subsequently available for the County’s beneficial use and enjoyment.
2. The County has conducted such inspection and/or testing of the NCREBs Solar Equipment as it deems necessary and appropriate and hereby acknowledges that it unconditionally accepts the NCREBs Solar Equipment for all purposes.
3. All original invoices (and proof of payment of such invoices) and bills of sale showing that title to the NCREBs Solar Equipment has passed to the County relating to each item of NCREBs Solar Equipment accepted by the County has delivered to the Authority and the NCREBs Lease Assignee.
4. Other than Permitted Encumbrances, no vendor’s, mechanic’s or other Liens or rights to Liens, chattel mortgages, conditional sales contracts or security interest encumber the NCREBs Solar Equipment. Without limiting the generality of the foregoing, the County certifies and represents that each and every Vendor is in full receipt of all payment it is entitled to receive pursuant to the applicable Vendor Agreement, title to all of the NCREBs Solar Equipment has vested in the County (or its assigns) for purposes of the Agreement and the NCREBs Equipment Lease and each and every Vendor and any subcontractor or supplier has released, without exception or qualification, any and all lien on, security interest in or other claim to the NCREBs Solar Equipment.
5. The County is currently maintaining the insurance coverage required by Section 5.4 of the Agreement and has delivered to the Authority and the NCREBs Lease Assignee evidence of the same.

6. The County has delivered to the Authority and the NCREBs Lease Assignee rental interruption or use and occupancy insurance to cover loss, total or partial, of the use of the NCREBs Solar Equipment as described in Section 5.5 of the Agreement.

7. The County has delivered to the Authority and the NCREBs Lease Assignee waivers of interest in the NCREBs Solar Equipment acceptable to the NCREBs Lease Assignee in its discretion from each party taking an interest in any part of the real estate where the NCREBs Solar Equipment is or will be located. The County has delivered to the Authority and the NCREBs Lease Assignee the Sanitation District Easement in form and substance satisfactory to the NCREBs Lease Assignee and evidence of recording thereof. The County has delivered to the Authority and the NCREBs Lease Assignee (A) evidence of the recordable boundary line adjustment surveys in the form attached hereto as *Exhibit A*, showing that each Resultant Parcel provides the County, the Authority and the NCREBs Lease Assignee with adequate ingress, egress and regress to, from and over such Resultant Parcel sufficient to acquire, install, maintain, modify, repair and/or repossess the NCREBs Solar Equipment and that the Resultant Parcels wholly contain within their boundaries all NCREBs Solar Equipment previously located at the Eric Rood Administrative Center and the NCREBs Site, (B) revised legal descriptions for *Exhibit B* attached hereto and proposed amendments to the NCREBs Equipment Schedule reflecting the Resultant Parcels each in form and substance satisfactory to the NCREBs Lease Assignee and (C) evidence of the approval by the Nevada County Department of Public Works of the boundary line adjustment surveys described in (A) and evidence of recording thereof.

8. The County has delivered to the Authority and the NCREBs Lease Assignee a written certification from each Vendor, in form and substance acceptable to the NCREBs Lease Assignee, to the effect that such Vendor is in full receipt of all payment it is entitled to receive pursuant to the applicable Vendor Agreement and Vendor has made payment to all of its subcontractors and suppliers, that title to all of the NCREBs Solar Equipment has vested in the County (or its assigns) for purposes of the Agreement and the NCREBs Equipment Lease and that Vendor and any subcontractors or suppliers have released any and all lien on, security interest in or other claim to such NCREBs Solar Equipment without exception or qualification.

9. The County hereby reaffirms that the representations, warranties and covenants contained in the Agreement are true and correct as of the date hereof.

10. The County hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the NCREBs Equipment Lease by reference are true and correct as of the date hereof.

11. No Event of Default or event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof under any Lease currently in effect.

12. (1) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default shall have occurred and be continuing as of the date of the County Jail Release Date and (2) no Material Adverse Change shall have occurred since the Funding Date and be continuing as of the County Jail Release Date.

Capitalized terms used herein and not defined herein have the respective meanings set forth in the Agreement.

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

COUNTY OF NEVADA, CALIFORNIA

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

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

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