

April 14, 2021

WHEREAS, the City of Dallas ("Lessee") has previously entered into a Master Equipment Lease/Purchase Agreement (the "Master Lease") with Banc of America Public Capital Corp, as lessor ("Lessor"), dated May 24, 2016 and has entered into various Schedules A thereunder to enable Lessee to finance the lease/purchase acquisition of equipment for the City's authorized needs and purposes (the "Equipment"), with the intent that the interest portion of the Rental Payments (as defined in the Master Lease) therefore be excluded from gross income for federal income tax purposes; and

WHEREAS, as security for such Rental Payments, Lessee agreed to grant a first lien security interest in the Equipment to Lessor, and to make payments, as set forth in each Schedule A (as defined in the Master Lease) executed and delivered pursuant to the Master Lease, sufficient to pay both the principal and interest portion of the Rental Payments under the Master Lease and each Schedule A; and

WHEREAS, the original term of the Master Lease is set to expire on May 24, 2021, the City now desires to extend the original term of the Master Lease through September 30, 2022, with all other provisions of the Master Lease to remain unchanged and in full force and effect.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Council hereby agrees to extend the term of the Master Lease from the expiration date set forth in the Master Lease until September 30, 2022 and hereby approves the Third Amendment to the Master Equipment Lease/Purchase Agreement dated ~~April 14th, 2021~~ May 23, 2021 and authorizes the execution thereof.

SECTION 2. That all other terms and provision of the Master Lease are hereby renewed and remain in full force and effect, including the authority to enter into each Schedule A pursuant to the Master Lease in order to finance the lease/purchase acquisition of the Equipment on terms to be determined in accordance with the provisions of the Master Lease and, in order to secure the Master Lease and each Schedule A delivered pursuant thereto, to grant a first lien security interest in the Equipment, in accordance with the Master Lease and each such Schedule A.

SECTION 3. That any one or more of the Authorized Officers of Lessee (as defined in the Master Lease), and each of them, is hereby authorized to execute, acknowledge and deliver in the name and on behalf of Lessee to Lessor the Master Lease and each Schedule A to the Master Lease including all attachments, financing statements and schedules thereto, such Master Lease and each Schedule A to be in substantially the forms attached hereto with such changes as necessary to reflect the specific equipment to be financed and financing terms applicable to each Schedule A and such other changes as the signing officer shall determine to be advisable. Further, said Authorized Officers

SECTION 3. (continued)

are authorized to execute, acknowledge and deliver in the name and on behalf of Lessee any other agreement, instrument, certificate, representation and document, and to take any other action as may be advisable, convenient or necessary to enter into such Master Lease and each Schedule A; the execution thereof by any such Authorized Officer shall be conclusive as to such determination.

SECTION 4. That for the lease/purchase acquisition of Equipment designated by the City Council for financing pursuant to the Master Lease, there is hereby authorized the continuing execution and delivery by the Authorized Officers or any one of them in the name of and on behalf of Lessee Schedules A and attachments in substantially the forms required by the Master Lease with such changes as the signing officer shall determine advisable, and the execution thereof shall be conclusive as to such determination.

SECTION 5. That the Authorized Officers shall be authorized to make replacements or otherwise substitute other similar equipment for any of the items so described or incorporated in a Schedule A if necessary due to inability of the vendor to deliver an item of equipment, so long as such substitution of any item of equipment does not frustrate the purpose of Lessee for which the Equipment is being leased or result in an increase in the amount required to be paid by Lessee for the Equipment pursuant to the terms of the applicable Schedule A.

SECTION 6. That the Chief Financial Officer is hereby authorized to make payment to Bracewell L.L.P. (VS0000056820) for legal services provided as Co-Bond Counsel with respect to the Master Lease. Payment for legal services is estimated at \$30,000 for the remainder of the agreement from the General Fund, Fund 0001, Department BMS, Unit 1987, Object 3070.

SECTION 7. That this Third Amendment to the Master Equipment Lease/Purchase Agreement with Banc of America Public Capital Corp is designated as Contract No. CCO-2021-00016146.

SECTION 8. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.