

PRESIDIO[®]

TECHNOLOGY CAPITAL

PRESIDIO TECHNOLOGY CAPITAL, LLC ■ TWO SUN COURT, SUITE 120 ■ NORCROSS, GA. 30092-9204

Property Schedule Termination Agreement ("**Agreement**") Equipment Purchase from Presidio Technology Capital, LLC ("**Lessor**")

- 1. **LESSEE LEGAL NAME:** County of Yuba
- 2. **ADDRESS:** 915 8th St.
Suite 131 - Marysville, CA 95901-5273
- 3. **MASTER EQUIPMENT LEASE AGREEMENT DATED:** 06/01/2013
- 4. **PROPERTY SCHEDULE NO(S):** 8 (STN 677520)
- 5. **PROPERTY SCHEDULE TERMINATION DATE:** 11/30/2023
- 6. **TERMINATION PAYMENT:** \$7,500.00
- 7. **PURCHASED EQUIPMENT:** Equipment is listed on attached Exhibit A to Agreement.

TERMS AND CONDITIONS

- 1) Lessee represents to Lessor that Lessee has previously paid in full all applicable monthly, quarterly or annual Rental Payments accruing under the Property Schedule(s) listed above prior to the property schedule termination date.
- 2) On or before the property schedule termination date Lessee will pay to Lessor the termination payment, plus any and all applicable taxes. Lessor will accept such payment in full and final satisfaction of Lessee's obligation to make the Rental Payments that would have accrued under the Property Schedule(s) after the property schedule termination date. If Lessee does not pay the termination payment, in full on or before such date, Lessee's Rental Payment obligation will continue at the same Rental Payment under the Property Schedule(s) until the termination payment is paid in full.
- 3) Upon payment of the termination payment, Lessee will receive all of Lessor's right, title and interest in and to the purchased Equipment identified on the Exhibit A attached. Lessor represents to Lessee that it is the sole owner of the purchased Equipment and that its ownership thereof is transferred to Lessee free of all liens, claims and encumbrances. It is understood and agreed that any Software installed on the Equipment is copyright protected and not subject to sale by Lessor whether pursuant to this Agreement or otherwise. LESSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PURCHASED EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 4) Upon payment of the termination payment, Lessee will have no other obligations under the Property Schedule(s), except, however, Lessee's obligation to reimburse Lessor for any and all taxes assessed upon the Equipment or the use thereof during the period the Equipment was owned by Lessor but in Lessee's possession or control.
- 5) Defined terms used in this Agreement have the meanings ascribed to them in the Master Equipment Lease Agreement. Except as specifically modified in this Agreement, all terms and conditions remain as stated in the Master Equipment Lease Agreement, including but not limited to the requirement of Lessor's written acceptance of this Agreement.
- 6) This Agreement sets forth the entire Agreement of the parties on this subject matter, and it may not be amended or modified except in a writing signed by both parties. This Agreement is governed by, and will be construed in accordance with, the laws of the state of California.
- 7) Lessor may in its sole discretion, accept an electronic signature as execution of this Property Schedule Termination Agreement which Lessor delivered electronically to Lessee and returned to Lessor electronically. Such execution shall be treated as and admissible into evidence as, the original document, and all signatures thereon shall be valid, legal and binding as if manual signatures were personally affixed and delivered.

Presidio Technology Capital, LLC

County of Yuba

By: _____ <sign here

Authorized Signature

Printed Name

Title

Date

By: _____ <sign here

Authorized Signature

Printed Name

Title

Date

APPROVED AS TO FORM

COUNTY COUNSEL

BY: *One Street*

Quote No. 23159

PRESIDIO[®]

TECHNOLOGY CAPITAL

PRESIDIO TECHNOLOGY CAPITAL, LLC ■ TWO SUN COURT, SUITE 120 ■ NORCROSS, GA. 30092-9204

Exhibit A to Property Schedule Termination Agreement Equipment

- 1. LESSEE LEGAL NAME: County of Yuba
ADDRESS: 915 8th St.
Suite 131 - Marysville, CA 95901-5273
- 2. EQUIPMENT Equipment is continued on the next page of this Exhibit A to Property Schedule Termination Agreement

THIS EXHIBIT A TO PROPERTY SCHEDULE TERMINATION AGREEMENT IS MADE PART OF THE PROPERTY SCHEDULE NO. 8 (STN NO. 677520) TO THE MASTER EQUIPMENT LEASE AGREEMENT DATED 06/01/2013 AND WILL BECOME EFFECTIVE ONLY WHEN ACCEPTED IN WRITING BY LESSOR AT ITS OFFICES IN NORCROSS, GEORGIA.

Presidio Technology Capital, LLC

County of Yuba

By: _____ <sign here>
Authorized Signature

Printed Name

Title

Date

By: _____ <sign here>
Authorized Signature

Printed Name

Title

Date

DATE OF ACCEPTANCE BY LESSOR:

Norcross, Georgia

03.1 - prepared by KB on 10/26/2023

APPROVED AS TO FORM
COUNTY COUNSEL
BY: *C. A. Hester*

Initials _____

Quote No.: 23159
Lessee Legal Name : County of Yuba
Install Site Address : County of Yuba: 915 8th St. Suite 131, Marysville, CA 95901-5273
Termination Payment : \$7,500.00

| Quantity | SerialNumber | Description |
|----------|--------------|--|
| 1 | FCW2215L0NF | Cisco Catalyst 9300 48 port UPOE |
| 1 | LIT22053LVW | 1100W AC Config 1 Secondary Power Supply |
| 1 | MOC2202A1ML | Cisco 50CM Type 1 Stacking Cable |
| 1 | | Catalyst 3750X Stack Power Cable 30 CM |
| 1 | FOC22040NFA | Cisco Catalyst 9300 4 x 1GE Network Mod |
| 1 | JAE220206FB | Nexus 7700 M3-Series 48 Port 10GE |
| 1 | AVC220621GD | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621GE | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621GF | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621J6 | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621J7 | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621J8 | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621J9 | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621JA | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621JB | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621JC | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621JD | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621JE | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621JF | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621JG | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621JH | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621JJ | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621JK | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621JL | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621JM | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621JR | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621JS | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621JT | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621JU | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621JV | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621JY | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621JZ | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621K0 | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621K1 | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621K7 | Cisco 1000BASE-T SFP Transceiver Module |
| 1 | AVC220621K9 | Cisco 1000BASE-T SFP Transceiver Module |

Initials _____