SCHEDULE OF PROPERTY NO. 2

Re: Master Equipment Lease/Purchase Agreement, dated as of November 17, 2016, between Banc of America Public Capital Corp, as Lessor, and Roaring Fork Transportation Authority, as Lessee

1. *Defined Terms*. All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "*Agreement*").

2. *Equipment*. For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QTY	DESCRIPTION	SERIAL NO. / VIN	LOCATION
5	2021 GILLIG Low Floor Buses	15GGD2714M3195451 15GGD2716M3195452 15GGD2718M3195453 15GGD271XM3195454 15GGD2711M3195455	2307 Wulfsohn Road Glenwood Springs, CO 81601
1	2021 GILLIG Low Floor Bus	TBD*	

*Vehicle identification number to be provided in connection with each Disbursement Request.

3. *Payment Schedule.*

(a) *Base Rental Payments; Commencement Date*. The Base Rentals shall be in such amounts and payable on such Base Rental Payment Dates as set forth in the Base Rental Payment Schedule attached to this Schedule as *Exhibit B* and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.06 of the Agreement. Lessee's obligation to pay Base Rentals under the Lease created hereby shall commence on the earlier of (i) the date on which the Equipment listed in this Schedule is accepted by Lessee in the manner described in Section 5.01 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement, and (ii) the date on which sufficient moneys to acquire and install the Equipment listed in this Schedule are deposited for that purpose with an Escrow Agent pursuant to Section 3.04(c) of the Agreement (the earlier of such two dates being herein referred to as the "*Commencement Date*").

(b) *Prepayment Price Schedule*. The Prepayment Price on each Base Rental Payment Date shall be the amount set forth for such Base Rental Payment Date in the "Prepayment Price" column of the Base Rental Payment Schedule attached to this Schedule. The Prepayment Price is in addition to all Base Rentals then due under this Schedule (including the Base Rental payment shown on the same line in the Base Rental Payment Schedule).

4. *Representations, Warranties and Covenants*. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 2.01 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and the Leases pursuant to Resolution 2021-02, approved on January 14, 2021; (f) the Equipment listed in this Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease*. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Lease Proceeds.* The Lease Proceeds that Lessor shall pay to in connection with this Schedule is $3,302,454.00, which $550,409.00 is for deposit into the Escrow Fund. It is expected that by eighteen (18) months from the date of this Schedule No. 2, Lessee will have taken possession of all items of Equipment shown above and that the Lessee's final Disbursement Request pursuant to the Escrow Agreement will be signed by Lessee, approved by Lessor and delivered to the Escrow Agent on or before eighteen (18) months from the date of this Schedule.

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the 18th month following the date hereof.

8. *Lease Term.* The Lease Term shall consist of the Original Term and twelve consecutive Renewal Terms, with the final Renewal Term ending on January 1, 2033, subject to earlier termination pursuant to the Agreement.

9. *Prepayment Option Commencement Date.* For purposes of Section 10.01 of the Agreement, the Prepayment Option Commencement Date is July 1, 2026.

10. *Contract Rate; Taxable Rate.* The Contract Rate for this Schedule is 2.1000% per annum. The Taxable Rate for this Schedule is 2.6803% per annum.

11. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

Registered Owner: Banc of America Public Capital Corp
Northeast Center Building
2059 Northlake Parkway
Tucker, GA 30084-5321

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

[*Remainder of page intentionally left blank; signature page follows*]

Dated: January 29, 2021

LESSOR:	LESSEE:
Banc of America Public Capital Corp	Roaring Fork Transportation Authority
555 California Street, 4th Floor	2307 Wulfsohn Road
San Francisco, California 94104	Glenwood Springs, CO 81601
Attention: Contract Administration	Attention: _____
Fax No.: (415) 765-7373	Fax No.: _____
By:_____	By: _____
Name: _____	Name: _____
Title: Authorized Agent _____	Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

BASE RENTAL PAYMENT SCHEDULE

BASE RENTAL PAYMENT DATE	BASE RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE [including prepayment premium]
01/29/21	$0.00	$0.00	$0.00	$3,302,454.00	
07/01/21	$156,132.15	$29,281.76	$126,850.39	$3,175,603.61	n/a
01/01/22	$156,132.15	$33,343.84	$122,788.31	$3,052,815.30	n/a
07/01/22	$156,132.15	$32,054.56	$124,077.59	$2,928,737.71	n/a
01/01/23	$156,132.15	$30,751.75	$125,380.40	$2,803,357.30	n/a
07/01/23	$156,132.15	$29,435.25	$126,696.90	$2,676,660.40	n/a
01/01/24	$156,132.15	$28,104.93	$128,027.22	$2,548,633.19	n/a
07/01/24	$156,132.15	$26,760.65	$129,371.50	$2,419,261.69	n/a
01/01/25	$156,132.15	$25,402.25	$130,729.90	$2,288,531.78	n/a
07/01/25	$156,132.15	$24,029.58	$132,102.57	$2,156,429.22	n/a
01/01/26	$156,132.15	$22,642.51	$133,489.64	$2,022,939.57	n/a
07/01/26	$156,132.15	$21,240.87	$134,891.28	$1,888,048.29	$1,888,048.29
01/01/27	$156,132.15	$19,824.51	$136,307.64	$1,751,740.65	$1,751,740.65
07/01/27	$156,132.15	$18,393.28	$137,738.87	$1,614,001.77	$1,614,001.77
01/01/28	$156,132.15	$16,947.02	$139,185.13	$1,474,816.64	$1,474,816.64
07/01/28	$156,132.15	$15,485.57	$140,646.58	$1,334,170.07	$1,334,170.07
01/01/29	$156,132.15	$14,008.79	$142,123.36	$1,192,046.70	$1,192,046.70
07/01/29	$156,132.15	$12,516.49	$143,615.66	$1,048,431.04	$1,048,431.04
01/01/30	$156,132.15	$11,008.53	$145,123.62	$903,307.42	$903,307.42
07/01/30	$156,132.15	$9,484.73	$146,647.42	$756,659.99	$756,659.99
01/01/31	$156,132.15	$7,944.93	$148,187.22	$608,472.77	$608,472.77
07/01/31	$156,132.15	$6,388.96	$149,743.19	$458,729.59	$458,729.59
01/01/32	$156,132.15	$4,816.66	$151,315.49	$307,414.10	$307,414.10
07/01/32	$156,132.15	$3,227.85	$152,904.30	$154,509.80	$154,509.80
01/01/33	$156,132.15	$1,622.35	$154,509.80	$0.00	$0.00
total	$3,747,171.60	$444,717.60	$3,302,454.00		

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting Secretary of the Board of Directors of Roaring Fork Transportation Authority (*"Lessee"*) certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the *"Officials"*) in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of November 17, 2016 (the *"Agreement"*) and separate Schedules relating thereto from time to time as provided in the Agreement (collectively, the *"Schedules"*), each between Lessee and Banc of America Public Capital Corp ("Lessor"), and all documents related thereto and delivered in connection therewith (collectively, the *"Operative Agreements"*), and the Operative Agreements are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their terms.

NAME OF OFFICIAL	TITLE	SIGNATURE
DAN BLANKENSHIP	CHIEF EXECUTIVE OFFICER	_____
MICHAEL YANG	CHIEF FINANCIAL & ADMINISTRATIVE OFFICER	_____
_____	_____	_____

Dated: January 29, 2021

By:_____
Name: Nicole R. Schoon_____
Title: Secretary _____

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)