

SCHEDULE OF PROPERTY NO. 10

Re: Master Equipment Lease/Purchase Agreement, dated as of March 16, 2004, (the "Master Equipment Lease") between Banc of America Leasing & Capital, LLC, and City of Sacramento, California, (the "Lessee")

1. *Defined Terms; Lease; Banc of America Public Capital Corp as Lessor.* Unless otherwise defined herein, all terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease. This Schedule constitutes a "Lease" for all purposes under the Master Equipment Lease, and is by and between the Lessee and Banc of America Public Capital Corp, a Kansas corporation (the "Lessor"), an affiliate of Banc of America Leasing & Capital, LLC ("BALC"). For all purposes under or with respect to this Schedule and any documents or instruments executed and delivered in connection herewith, each reference to "Lessor" contained herein and in the Master Equipment Lease is deemed to be a reference to Banc of America Public Capital Corp, as Lessor hereunder. Lessee acknowledges and agrees that the occurrence of an Event of Default under any Lease with Lessor or BALC constitutes an Event of Default under all Leases subject to the Master Equipment Lease.

2. *Equipment.* The following items of Equipment are hereby included under this Schedule of the Master Equipment Lease.

	Description		
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New Refuse Trucks as detailed on Vendor Invoices

Location: 2812 Meadowview Road, Sacramento, CA 95832-1441

3. *Payment Schedule.*

(a) *Rental Payments.* The Rental Payments are in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1. Lessee's obligation to make Rental Payments commences on the date on which the Equipment listed in this Schedule is accepted by Lessee, as indicated in an Acceptance Certificate substantially in the form of Exhibit F to the Master Equipment Lease or the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with Lessee, whichever is earlier.

(b) *Purchase Price Schedule.* The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule is the amount set forth for such Rental Payment date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule.

The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that no material adverse change in Lessee's financial condition has occurred since the date of the Master Equipment Lease.

5. *The Lease.* The terms and provisions of the Master Equipment Lease (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.

Notwithstanding the fourth "Whereas" clause of the Master Equipment Lease, attached hereto is Lessee's Resolution No. _____ dated _____, 2007, passed with respect to the Equipment to be leased under this Schedule of Property No. 10.

6. *Lease Proceeds.* The amount of Lease Proceeds which Lessor shall pay to the Lessee in connection with this Schedule is \$4,595,831.49 for deposit to a fund controlled by Lessee to be used exclusively for acquisition of the Equipment. By eighteen (18) months after the date of this Schedule No. 10, Lessee will have taken possession of all items of Equipment shown above and that a Lessee's Acceptance Certificate, or Acceptance Certificates, will be signed by Lessee and delivered to Lessor on or before eighteen (18) months after the date of this Schedule No. 10.

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

8. *Lease Term.* The Lease Term consists of the Original Term and 10 consecutive Renewal Terms, with the final Renewal Term ending on August 2, 2017.

9. *Purchase Option Commencement Date.* For purposes of Section 10.01 of the Master Equipment Lease, the Purchase Option Commencement Date is _____.

Dated: _____

LESSOR:

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

LESSEE:

Office of the City Treasurer
City of Sacramento, California
915 I Street, Historic City Hall 3rd Flr
Sacramento, California 95814
Attention: _____

By: _____

Name: Bridgett Arnold

Title: Assistant Vice President

By: _____

Name: Thomas P. Friery

Title: City Treasurer

(Seal)

Attest:

By: _____

Name: _____

Title: _____

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