

EQUIPMENT SCHEDULE NO. 3
TO MASTER LEASE AND SUBLEASE AGREEMENT

Dated as of March 1, 2017

by and between

BANC OF AMERICA PUBLIC CAPITAL CORP,
as Lessor

and

THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF YUMA, ARIZONA
as Lessee

and

YUMA REGIONAL MEDICAL CENTER,
as Sub-Lessee

THIS EQUIPMENT SCHEDULE NO. 3 (this "Schedule") to the Master Lease and Sublease Agreement identified above (the "Master Lease and Sublease Agreement") is entered into on September __, 2019, by and among BANC OF AMERICA PUBLIC CAPITAL CORP, as Lessor ("Lessor"), THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF YUMA, ARIZONA, as Lessee ("Lessee"), and YUMA REGIONAL MEDICAL CENTER, an Arizona nonprofit corporation, as Sub-Lessee ("Sub-Lessee"). All of the provisions of the Master Lease and Sublease Agreement are incorporated herein by reference as if fully set forth herein and capitalized terms used herein and not defined shall have the meanings assigned them in the Master Lease and Sublease Agreement.

1. The Master Lease and Sublease Agreement and this Schedule No. 3 jointly constitute an Agreement (this "Agreement"). Lessor hereby agrees to lease and let to Lessee, Lessee agrees to lease and hire from Lessor, Lessee hereby agrees to sublease and sublet to Sub-Lessee and Sub-Lessee agrees to sublease and sublet from Lessee subject to the provisions of the Agreement, the following Equipment:

See Exhibit A

2. Sub-Lessee certifies that the description of the Equipment set forth herein is accurate and reasonably identifies it for UCC purposes. The Equipment identified in item 1 above shall be located at:

City	County	State
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Yuma	Yuma	Arizona
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3. The Lease Proceeds which Lessor shall pay or provide to Sub-Lessee in connection with this Schedule is \$20,000,000.00. The Lease Payment dates, the Lease Payment amounts (including the principal and interest components thereof) and the outstanding balance of Lease Proceeds (the Purchase Price) (after payment of the applicable Lease Payment on such Lease Payment Date) during the term of the Lease and Sublease are as provided on Exhibit B attached hereto.

The Lease Proceeds shall be disbursed by the Lessor as of the date hereof, in part, to the Escrow Agent for deposit in the Equipment Acquisition Fund (as defined in the Escrow Agreement) , and, in part, to other parties in payment of the costs of issuance, as detailed in Sub-Lessee's Certificate of Acceptance and Payment Instructions.

4. The outstanding principal amount under the Master Lease and Sublease Agreement shall not be prepaid for two years following the date of Closing. Thereafter, the outstanding principal amount under the Master Lease and Sublease Agreement may be prepaid in whole or in part at any time, together with all interest and fees accrued through the date thereof, subject to the following prepayment premium:

2% of principal outstanding during the third year of the Lease Term

1% of principal outstanding during the fourth and fifth years of the Lease Term

0% of principal outstanding during the remaining years of the Lease Term

5. The Lessee's Initial Administrative Fee shall be \$_____. The Lessee's Annual Administrative Fee in connection with this Agreement is determined annually by Lessee as a pro rata share of Lessee's annual administrative expenses based on this Agreement's percentage of outstanding indebtedness in relation to the total outstanding indebtedness of all projects funded by Lessee.
6. Until Sub-Lessee receives written notification to the contrary, all payments due under this Agreement, including but not limited to Lease Payments, are to be paid to the Lessor at the following address:

P.O. Box 100918
Atlanta, GA 30384-0918

Or by wire transfer in immediately available funds to:

ABA/Routing # 0260-0959-3
Beneficiary Name: Banc of America Public Capital Corp
Account # 12339-03984

Payments may also be made by ACH transfer as arranged between Lessor and Sub-Lessee.

7. Sub-Lessee further represents, covenants and warrants that all of its representations contained in the Master Lease and Sublease Agreement are true and accurate as of the date hereof and that it will perform all its obligations and comply with all terms and provisions applicable to it contained in the Master Lease and Sublease Agreement.
8. Lessee further represents, covenants and warrants that all of its representations contained in the Master Lease and Sublease Agreement are true and accurate as of the date hereof and that it will perform all its obligations and comply with all terms and provisions applicable to it contained in the Master Lease and Sublease Agreement.
9. The Equipment will be used by Sub-Lessee to provide healthcare services. The use of the Equipment is essential to Sub-Lessee's proper, efficient and economic operation.
10. During the Lease Term, the Sub-Lessee will comply with the following financial covenants:
 - (a) Debt Service Coverage Ratio ≥ 1.10 measured at the end of the second quarter of each fiscal year and at the end of the fourth quarter of each fiscal year
 - (b) Days Cash on Hand ≥ 90 days measured at the end of the second quarter of each fiscal year, and at the end of the fourth quarter of each fiscal year

Lessor will determine compliance with these covenants by accessing Sub-Lessee's compliance reporting on the Electronic Municipal Market Access ("EMMA") site or any other common repository for information on tax-exempt obligations that Sub-Lessee identifies. However in the event that Sub-Lessee is not providing such reporting through EMMA or any other identified site, Sub-Lessee agrees to provide compliance certificates directly to Lessor within 90 days after the end of the second quarter of each fiscal year, and within 150 days after the end of each fiscal year at the following address:

Banc of America Public Capital Corp.
Attn: PMG Credit Support
Mail code: RI1-537-05-07
1 Financial Plaza
Providence, RI 02903
Optional email: BAL_CREDITHCI@BAML.COM

IN WITNESS WHEREOF, the parties hereunto affix their signatures to this Schedule No. 3 as of the day and year first written above.

BANC OF AMERICA PUBLIC CAPITAL
CORP, as Lessor

By: _____
Name:
Title:

THE INDUSTRIAL DEVELOPMENT AUTHORITY
OF THE CITY OF YUMA, ARIZONA, as Lessee

By _____
Name: Dan A. Gray
Title: President

YUMA REGIONAL MEDICAL CENTER, as Sub-
Lessee

By: _____
Name: David Willie
Title: Chief Financial Officer

Counterpart No. ____ of ____ manually executed and serially numbered counterparts. To the extent this Schedule constitutes 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.

EXHIBIT A TO SCHEDULE NO. 3

EQUIPMENT DESCRIPTION

Medical equipment including and miscellaneous major moveable equipment and software; all as listed on Sub-Lessee's present capital expansion budget.

Once Sub-Lessee has spent all the Lease Proceeds under this Schedule BAPCC may re-file its UCC financing statement identifying the Equipment with more specificity.

EXHIBIT B TO SCHEDULE NO. 3

LEASE PAYMENT SCHEDULE

* The Purchase Price will be supplemented by a Prepayment Premium as set forth in the Schedule.