

## ESCROW AND ACCOUNT CONTROL AGREEMENT

**THIS ESCROW AND ACCOUNT CONTROL AGREEMENT** (this “Escrow Agreement”) is made as of February 14, 2025, by and among **WEBSTER BANK, NATIONAL ASSOCIATION**, a national banking association organized under the laws of the United States of America (“Lessor”), **CITY OF SAN ANTONIO, TEXAS**, a political subdivision of the State of Texas (“Lessee”), and **FROST BANK**, San Antonio, Texas, a state banking association organized under the laws of the State of Texas, as escrow agent (“Escrow Agent”).

Lessor and Lessee have heretofore entered into that certain Equipment Lease Purchase Agreement dated as of February 14, 2025 (the “Agreement”). The Agreement contemplates that certain equipment described therein (the “Equipment”) is to be acquired from the vendor(s) or manufacturer(s) thereof. After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Agreement.

The Agreement further contemplates that Lessor will deposit an amount equal to \$12,533,626 (the “Purchase Price”), which is the anticipated aggregate acquisition cost of the Equipment and certain costs of issuance in connection with the Agreement, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. The Purchase Price shall be held in the Escrow Fund (defined herein), together with all interest and other additions received with respect thereto, is to be applied to pay the vendor(s) or manufacturer(s) of the Equipment (the “Vendor”) its invoice cost, and to payment of certain costs of issuance.

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

Now, THEREFORE, the parties agree as follows:

1. (a) There is hereby created a special escrow account to be known as the “City of San Antonio Tax-Exempt Equipment Lease Purchase Agreement/Webster Bank (2025)” (the “Escrow Fund”) to be held by Escrow Agent for the purposes stated herein.
- (b) Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein.
- (c) The moneys and investments held in the Escrow Fund are irrevocably held in escrow for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and Lessor and Lessee acknowledge, and declare that the same shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties’ intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor shall have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Agreement. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor’s interest therein.
- (d) The Escrow Agent shall invest and reinvest moneys on deposit in the Escrow Fund in Authorized Investments (as defined herein) in accordance with written instructions received from Lessee. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Authorized Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to Escrow Agent for the reinvestment of any maturing investment. Accordingly, Lessee acknowledges that neither Escrow Agent nor Lessor will be responsible for any liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Fund, and Lessee agrees to and does hereby release each of Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Fund shall become part of the Escrow Fund, and gains and losses on the investment of the moneys on deposit in the Escrow Fund shall be borne by the Escrow Fund. For purposes of this Escrow Agreement, “Authorized Investments” means any investments which meet the requirements of the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended (“Chapter 2256”), and are

permitted by Lessee's current Investment Policy. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund.

(e) If the amounts in the Escrow Fund are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment.

2. On such day as is determined to the mutual satisfaction of the parties (the "Closing Date"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein. Lessee shall provide notice to Escrow Agent at least two (2) business days prior the Closing Date that Lessor will be transferring such funds to Escrow Agent

Subject to having received the notice required above, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor on the Closing Date, and further agrees to hold the amount so deposited together with all interest and other cash additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of "City of San Antonio Tax-Exempt Equipment Lease Purchase Agreement/Webster Bank (2025)". The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. In order to perfect Lessor's security interest by means of control in (i) the Escrow Fund established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Fund, (iii) all of Lessee's rights in respect of the Escrow Fund, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "Collateral"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 4 which are defined in the Commercial Code of the State of Texas ("Commercial Code") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Escrow Agreement.

(b) Escrow Agent will comply with all "entitlement orders" (as such term is defined in the UCC §8.102(a)(8)) originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Escrow Agent and Lessee hereby agree that each item of investment property held in the Escrow Fund (the "Account Property") shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8.102(a)(9) of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party. Lessor and Lessee agree that Escrow Agent has no obligation to monitor the market value of the Account Property or the Escrow Fund for the benefit of the Lessor. Such monitoring is the sole responsibility of the Lessor and the Lessee. The Lessor and the Lessee agree that the Escrow Agent will not be responsible for any diminution of the loss of value of the Account Property, including any diminution or loss of value attributable to declines in the market value of the Account Property.

(d) Escrow Agent hereby represents and warrants (i) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (ii) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or any portion of the Collateral, other than Lessor's claim pursuant to this Escrow Agreement, and (iii) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Escrow Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(e) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (f) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor in writing if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(f) Except as otherwise provided in this paragraph (f) and subject to Section 1(b) hereof, Escrow Agent may allow Lessee to effect sales, trades, transfers and exchanges of Collateral within the Escrow Fund, but will not, without the prior written consent of Lessor, allow Lessee to withdraw any Collateral from the Escrow Fund. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Fund. If at any time the Lessor delivers to Escrow Agent a notice instructing Escrow Agent to terminate Lessee's access to the Escrow Fund (the "Notice of Sole Control"), the Escrow Agent agrees that, commencing two (2) business days after receipt of such notice, it will take all instruction with respect to such Escrow Fund solely from the Lessor, terminate all instructions and orders originated by the Lessee with respect to the Escrow Fund or any funds therein, and cease taking instructions from the Lessee, including, without limitation, instructions for distribution or transfer of any funds in the Escrow Fund. Lessee and Lessor acknowledge that Escrow Agent has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter. Until such time as the Escrow Agent receives a Notice of Sole Control, Lessee shall direct Escrow Agent with respect to the voting of any financial assets credited to the Escrow Fund.

(g) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent after Escrow Agent receives a Notice of Sole Control. Escrow Agent will not be liable to Lessor for complying with instructions concerning the Escrow Fund from Lessee that are received by Escrow Agent before Escrow Agent receives, and has a reasonable opportunity to act on, a Notice of Sole Control.

(h) Escrow Agent hereby agrees that any security interest in, lien on, encumbrance, claim or (except as provided in the next sentence) right of set-off against, the Escrow Fund or any Account Property it now has or subsequently obtains shall be subordinate to the security interest of the Lessor in the Escrow Fund and the Account Property therein or credited thereto. Escrow Agent hereby agrees not to exercise any present or future right of recoupment or set-off against the Escrow Fund or to assert against the Escrow Fund any present or future security interest, banker's lien or any other lien or claim (including claim for penalties) that Escrow Agent may at any time have against or in the Escrow Fund or any Account Property therein or credited thereto; provided, however, that Escrow Agent may set off amounts due to Escrow Agent in respect of its customary fees and expenses for the routine maintenance and operation of the Escrow Fund and to secure or satisfy payment for Account Property.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 13 hereof, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Fund statements or reports issued or sent to Lessee with respect to the Escrow Fund.

5. Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) From time to time, Escrow Agent shall disburse funds from the Escrow Fund that are then due and payable to the Vendor of the Equipment and/or other named party, upon Escrow Agent's receipt of a duly and fully executed Requisition Request and Certificate of Acceptance, substantially in the form attached as **Exhibit 1** hereto, that authorizes the payment, describes it with specificity, and is signed by an authorized representative of Lessee and approved for payment by Lessor, who is also an authorized signer on the Escrow Fund and, with respect to Lessor, specifically named in the Lessor's List of Authorized Signers attached hereto as **Exhibit 2**. Lessor acknowledges that Escrow Agent has no duty to question the continued authority of Lessor's authorized signatories and may rely on the list attached as **Exhibit 2**. Without limiting the foregoing, Lessor shall not be required to approve any such requisition request unless and until Lessee shall have provided to Lessor (i) certificates of insurance evidencing coverage in accordance with the Agreement and satisfactory to Lessor, and (ii) certificates of origin for titled vehicles in accordance with the Agreement in form and substance satisfactory to Lessor.

(b) Upon receipt of written notice from Lessor that an Event of Default or nonappropriation by Lessee under the Agreement has occurred prior to the Lessee's acceptance of all the Equipment, Escrow Agent shall thereupon promptly remit to Lessor by wire transfer the entire balance of the Escrow Fund *after* application thereof to all reasonable fees and expenses incurred by Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee.

(c) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, the remaining monies in the Escrow Fund shall, *first* be applied to all reasonable fees and expenses incurred by Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee, and, *second* be paid to Lessor, to be applied by Lessor on any rental payment date to all or a portion of the rental payments due and owing in the succeeding twelve (12) months, and any remaining amounts shall be applied by Lessor as prepayment to the remaining principal balance owing under the Agreement at par, in inverse order of rental payment dates, unless Lessor directs that payment of such amount be made in such other manner that, in the opinion of nationally recognized counsel in the area of tax-exempt municipal obligations satisfactory to Lessor, will not adversely affect the exclusion of the interest components of rental payments from gross income for federal income tax purposes. If any such amount is used to prepay principal, the payment schedule attached to the Agreement will be revised accordingly as specified by Lessor.

(d) Escrow Agent will not be liable to Lessee or Lessor for complying with a Notice of Sole Control or with instructions concerning the Escrow Fund originated by the Lessor, even if the Lessee notifies Escrow Agent that Lessor is not legally entitled to issue a Notice of Sole Control or any other instructions contemplated under this Escrow Agreement unless the Escrow Agent takes the action after it is served with an injunction, restraining order, or other legal process enjoining it from doing so, issued by a court of competent jurisdiction, and had a reasonable opportunity to act on the injunction, restraining order or other legal process.

(e) This Escrow Agreement does not create any obligation of Escrow Agent except for those expressly set forth in this Escrow Agreement. In particular, Escrow Agent need not investigate whether Lessor is entitled under Lessor's agreements with Lessee to give instructions concerning the Escrow Fund or a Notice of Sole Control. Escrow Agent may rely on notices and communications it believes to be given by the appropriate party.

7. Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for extraordinary administration of the Escrow Fund and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Agreement, or in connection with any dispute between Lessor and Lessee concerning the Escrow Fund. Escrow Agent waives any claim against Lessor with respect to compensation for maintaining the Escrow Fund or complying with its responsibilities hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. In no event shall Escrow Agent be liable for losses or delays resulting from computer malfunction, interruption of communication facilities, labor difficulties, delays due to natural disasters or pandemics, or other causes beyond Escrow Agent's reasonable control or for indirect, special, or consequential damages.

9. Lessor and Lessee represent and warrant to Escrow Agent that the Agreement does not contain any provision that expands the liabilities or duties of the Escrow Agent beyond those set forth in this Escrow Agreement.

10. Lessor, Lessee and Escrow Agent acknowledge that Escrow Agent presently serves as Lessee's depository financial institution. The Escrow Agent and the Lessee hereby agree that, in consideration for performing services as the Escrow Agent, any amounts that may be payable by the Lessee to the Escrow Agent for services provided by Escrow Agent hereunder will be paid by the Lessee pursuant to, and as a part of, the agreement between Lessee and Escrow Agent as the Lessee's depository financial institution, and Escrow Agent agrees, subject to Section 4(h) of this Escrow Agreement, that the sole remedy for nonpayment will be action under such agreement for depository services. All of the above named parties agree that in the event that at any time during the term of this Escrow Agreement and the Agreement, Escrow Agent ceases to be Lessee's depository financial institution, Escrow Agent shall deliver its written resignation as Escrow Agent to Lessee and Lessor in the manner specified in Section 13 of this Escrow Agreement for notices. Such resignation shall be effective as of the end of business on the last day on which Escrow Agent is Lessee's depository financial institution, and shall be delivered to Lessee and Lessor not later than thirty (30) days prior thereto. Subject to the Lessor's prior written approval which shall not be unreasonably withheld or delayed, Lessee's new depository financial institution (or such other mutually agreeable entity) shall be substituted as the Escrow Agent under this Escrow Agreement and with respect to the Agreement ("Substitute Escrow Agent"), effective on the first day on which it is Lessee's new depository financial institution or such other mutually agreeable entity takes control and possession of the Escrow Fund. Escrow Agent shall take any and all actions necessary to effect the complete and immediate transition of all of its rights, obligations and duties under this Escrow Agreement and the Agreement to the Substitute Escrow Agent. Escrow Agent shall not be responsible for any actions of the Substitute Escrow Agent after the effective date of the Substitute Escrow Agent's substitution under this Escrow Agreement and the Agreement, but shall remain responsible (but only if and to the extent provided in this Escrow Agreement) to Lessor and Lessee for its actions during the entire time it served as Escrow Agent.

11. This Escrow Agreement and the escrow established hereunder shall terminate upon receipt by Escrow Agent of the written notice from Lessor specified in Section 6(b) or Section 6(c) hereof or upon disbursement of all funds or mutual agreement of Lessor and Lessee.

12. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

13. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, or (d) by email with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of receipt.

If to Lessor: Webster Bank, National Association  
360 Lexington Avenue, 5<sup>th</sup> Floor  
New York, New York 10017  
Attention: Public Sector Finance  
Email: [publicfinance@websterbank.com](mailto:publicfinance@websterbank.com)

If to Lessee: City of San Antonio, Texas  
Finance Department  
100 W. Houston St., 8th Floor  
San Antonio, Texas 78205  
Attention: Division of Financial Management  
Phone: (210) 207-8668  
Fax: (210) 207-7774

If to Escrow Agent: Frost Bank  
P.O. Box 1600  
San Antonio, Texas 78296-1600  
Attention: Brandon LaField  
Phone: (210) 220-6256  
Email: [brandon.lafield@frostbank.com](mailto:brandon.lafield@frostbank.com) with a copy to [pftreasurymanagement@frostbank.com](mailto:pftreasurymanagement@frostbank.com)

14. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Escrow Agent.

15. This Escrow Agreement shall be governed by and construed in accordance with the laws in the State of Texas. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

[Signature page follows.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

**WEBSTER BANK, NATIONAL ASSOCIATION,  
as Lessor**

By: \_\_\_\_\_  
Name: Kevin C. King  
Title: Senior Managing Director

**CITY OF SAN ANTONIO, TEXAS, as Lessee**

By: \_\_\_\_\_  
Name: Troy Elliott  
Title: Deputy Chief Financial Officer

**FROST BANK, as Escrow Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**EXHIBIT 1**

**REQUISITION REQUEST AND CERTIFICATE OF ACCEPTANCE NO. \_\_\_\_\_**  
**(to be submitted with each requisition request for payment to the Vendor)**

-or-

**\_\_\_\_\_ (x) FINAL REQUISITION REQUEST AND CERTIFICATE OF ACCEPTANCE**  
**(to be submitted with the final requisition request upon acceptance of the Equipment)**

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow and Account Control Agreement dated as of February 14, 2025 (the "Escrow Agreement"), by and among Webster Bank, National Association (the "Lessor"), City of San Antonio, Texas (the "Lessee"), and Frost Bank (the "Escrow Agent"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being financed under that certain Equipment Lease Purchase Agreement dated as of February 14, 2025 (the "Agreement"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

PAYEE' S WIRE INSTRUCTIONS	INVOICE NUMBER	AMOUNT	PURPOSE

Total requisition request amount: \$ \_\_\_\_\_

The undersigned, as Lessee under the Agreement hereby certifies as follows:

1. The items of the Equipment (as such term is defined in the Agreement) fully and accurately described in the invoices attached hereto have been delivered and installed at the location(s) set forth in the Agreement.
2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by the Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.
3. The estimated useful life of the Equipment based upon the manufacturer's representations and the Lessee's projected needs is not less than the term of the Agreement.
4. The Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this requisition request.
5. The Equipment is covered by insurance in the types and amounts required by the Agreement.
6. No Event of Default (as such term is defined in the Agreement) or nonappropriation, and no event which with the giving of notice or lapse of time, or both, would become an Event of Default or nonappropriation under the Agreement, has occurred and is continuing on the date hereof.
7. Sufficient funds have been appropriated by the Lessee for the payment of all rental payments due under the Agreement during the Lessee's current fiscal year.
8. Based on the foregoing, the Lessor is hereby authorized and directed to fund the acquisition of the Equipment by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.
9. The following documents are attached hereto and made a part hereof:
  - (a) Original Invoice(s); and

(b) Copies of Certificate(s) of Origin designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing.

**IF REQUISITION REQUEST IS FINAL REQUEST, CHECK HERE:** ☐. If this is the final acceptance of Equipment, then as of the Acceptance Date stated below and as between the Lessee and the Lessor, the Lessee hereby agrees that: (a) the Lessee has received and inspected all of the Equipment described in the Agreement; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specification; (c) the Lessee accepts all Equipment for purposes of the Agreement "as-is, where-is"; and (d) the Lessee waives any right to revoke such acceptance.

**IF REQUISITION REQUEST IS FOR REIMBURSEMENT, CHECK HERE:** ☐. If Lessee paid an invoice prior to the commencement date of the Agreement and is requesting reimbursement for such payment, attached is a copy of evidence of such payment and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2. Lessor's approval hereof shall evidence that Lessee has delivered to Lessor such required documentation.

**AUTHORIZED LESSEE CONTACT.** The Lessee will confirm wire instructions by telephone (if required by the Lessor) by designating an authorized contact ("Authorized Lessee Contact") for the Lessee. This Authorized Lessee Contact must be someone who has the requisite knowledge to verify the instructions outlined above AND must be someone other than the authorized signer hereto. The Lessee should consider designating more than one Authorized Lessee Contact to avoid funding delays. The Authorized Lessee Contact(s) for this requisition are as follows:

Contact #1: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Direct Telephone: \_\_\_\_\_  
General Telephone: \_\_\_\_\_

Contact #2: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Direct Telephone: \_\_\_\_\_  
General Telephone: \_\_\_\_\_

Contact Signature: \_\_\_\_\_

Contact Signature: \_\_\_\_\_

[Remainder of page intentionally left blank.]



Acceptance Date: \_\_\_\_\_, 20\_\_.

**CITY OF SAN ANTONIO, TEXAS, as Lessee**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED FOR PAYMENT:**  
**WEBSTER BANK, NATIONAL ASSOCIATION, as Lessor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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EXHIBIT 2

LESSOR AUTHORIZED SIGNATORIES

<p>Name and Title:</p> <p>Kevin C. King, Senior Managing Director</p> <p>Telephone: (614) 203-5768</p>	<p>Specimen Signature:</p> <p></p> <p>Email Address: kking@websterbank.com</p>	<p>Authority:</p> <p><input checked="" type="checkbox"/> Approval of Payments</p>
<p>Cyprian Oyomba, Portfolio Manager</p> <p>Telephone: (212) 847-7158</p>	<p>Specimen Signature:</p> <p>N/A</p> <p>Email Address: <a href="mailto:coyomba@websterbank.com">coyomba@websterbank.com</a> <a href="mailto:publicfinance@websterbank.com">publicfinance@websterbank.com</a></p>	<p>Authority:</p> <p><input checked="" type="checkbox"/> Confirmation of Funds Transfer Instructions</p>