

Municipal Equipment Lease Agreement #C63394

Lessee:

Legal Name: Chester Public Utility District	Legal Address: 251 Chester Airport Road, Chester, CA 96020
Phone Number: (530) 258-2171	Vendor Name: Bobcat of Chico

Quantity	Year, Manufacturer, Model and Description	Serial Number
1	2025 BOBCAT S64 SSL WITH ATTACHMENTS	B4SSC30085
1	2024 BOBCAT SB3280 SN-ATT	B53J01979
1	2026 BOBCAT 7272680 NON-SNATT	28013

Vendor(s):

Billing Address: 1343 West 8th Avenue, Chico, CA	Email Address: athorpe@iconicmachinery.com
	Phone Number: (530) 343-0219

Equipment Location Address: 251 Chester Airport Road, Chester, CA 96020**Location County:** Plumas County

Transaction Terms/Payment Schedule:

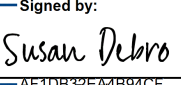
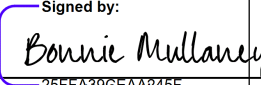
Number of Payments: 36	Rent Amount: \$2,065.70	Payable: Monthly	Lease Term (in months): 36
Advance Payment:	Interim Billing Fee:	Documentation Fee: \$225	End of Lease Provision: \$1

☐ See attached Schedule B for variable payment structure

We have written this Lease in plain language because we want you to understand its terms. Please read this Lease carefully and feel free to ask us any questions you may have. The words "you" and "your" mean the Lessee named above. The words "we", "us", and "our" refer to the Lessor named below. ONLY THE WRITTEN TERMS OF THIS LEASE ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN LEASE MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS LEASE ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. THIS LEASE IS NOT CANCELABLE. YOU AGREE THAT THE EQUIPMENT (AS DEFINED HEREIN) WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON US OR EFFECTIVE UNLESS AND UNTIL WE EXECUTE THIS LEASE. THIS LEASE AND ALL SCHEDULES WILL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. ALL DISPUTES UNDER THIS LEASE SHALL BE RESOLVED IN THE FEDERAL COURT IN THE EASTERN DISTRICT OF PENNSYLVANIA OR STATE COURTS IN MONTGOMERY COUNTY PENNSYLVANIA.

You agree to submit the original Lease documents with any security deposit to Lessor or its assignee via overnight courier the same day of the electronic transmission of the Lease documents. Should we fail to receive these originals, you agree to be bound by the electronic copy of this agreement with appropriate signatures on the document. Lessee waives the right to challenge in court the authenticity of an electronic copy of this agreement and the electronic copy shall be considered the original and shall be the binding agreement for the purposes of any enforcement action under this Lease.

BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON THE FOLLOWING PAGES OF THIS AGREEMENT.

Lessor		Lessee	
Auxilior Capital Partners, Inc.		Legal Name: Chester Public Utility District	
Signature: Signed by: 	Date: 9/20/2026	Signature: Signed by: 	Date: 9/11/2026
Print Name: Susan Debro	Title: Authorized Signatory	Print Name: Bonnie Mullaney	Title: General Manager

TERMS AND CONDITIONS

1. LEASE. Subject to the terms of this Lease, you agree to lease from us the Equipment and, if applicable, finance any delivery and installation costs and the software license fee for any operating system or application described in each Schedule (together, the "Equipment") when we accept each Schedule at our office in Pennsylvania. Prior to the closing of any Schedule the following must be satisfied: (a) Equipment inspection and/or review by an inspector satisfactory to us; (b) receipt of fully executed original Schedule; (c) Uniform Commercial Code lien searches, tax lien searches, and judgment lien searches satisfactory to us, the results of which shall be the termination, satisfaction or release of any liens or other encumbrances which are objectionable to us; and (d) the absence of any material adverse change in your financial or business condition.

2. DELIVERY AND ACCEPTANCE. Acceptance of the Equipment occurs upon delivery. When you receive the Equipment, you agree to inspect it and to verify by telephone or in writing such information as we may require. Delivery and installation costs are your responsibility. If you signed a purchase contract for the Equipment, by signing this Lease, you assign your right, but none of your obligations under it, to us. Your rights to any software embedded the Equipment are governed by the software license agreement.

3. RENT. The Lease goes into effect on the date set forth on the attached Schedule A and the term of the Lease begins on that date (the "Commencement Date"). If we designate the Rent payments to begin later than the Commencement Date, you will pay an interim rent payment for use of the Equipment from the period of the Commencement Date until the first Rent payment due date, calculated on the amount of the Rent payment, the number of days in the period, and a year of 360 days. Subsequent Rent payments (plus applicable taxes) will be due for successive months, whether or not you receive an invoice from us, until the balance of the Rent payments and any additional Rent payments or expenses chargeable to you under this Lease are paid in full. You will pay us any required Advance Payment and Documentation Fee when you sign this Lease. Security Deposits or Advanced Rents may be commingled and do not earn interest. Provided you are not in default, we may apply your Security Deposit to the last Rent Payment or to your End of Lease Provision, or we may refund the Security Deposit to you when the Lease Term expires and the Equipment is returned in accordance with Section 17. If we collect more than one payment as Advance Rent, we may apply such Advance Rent to the last Rent payment. You authorize us to change the Rent by not more than 15% due to changes in the Equipment configuration which may occur prior to our acceptance of this Lease. Restrictive endorsements on checks you send to us will not reduce your obligations to us. For any payment which is not received by its due date, you agree to pay a late charge equal to the higher of 10% of the amount due or \$25.00 (not to exceed the maximum amount permitted by law), as reasonable collection costs. We may charge you a return check or non-sufficient funds charge of \$50.00 for any payment which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

4. UNCONDITIONAL OBLIGATION. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE FOR THE FULL LEASE TERM EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR YOU HAVE TEMPORARY OR PERMANENT LOSS OF ITS USE. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.

5. DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO YOU IN AS-IS CONDITION. NO INDIVIDUAL IS AUTHORIZED TO CHANGE ANY PROVISION OF THIS LEASE. YOU AGREE THAT WE HAVE NOT MANUFACTURED THE EQUIPMENT OR LICENSED THE EQUIPMENT AND THAT YOU HAVE SELECTED THE EQUIPMENT BASED UPON YOUR OWN

JUDGMENT. YOU HAVE NOT RELIED ON ANY STATEMENTS WE OR OUR EMPLOYEES HAVE MADE. WE HAVE NOT MADE AND DO NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW. YOU AGREE THAT WE ARE NOT LICENSING SOFTWARE TO YOU. You are aware of the name of the Equipment manufacturer and the software licensor. We hereby notify you that you may have rights under your contract with the manufacturer or licensor and you may contact the manufacturer or licensor for a description of your warranty rights. Provided you are not in default under this Lease you may enforce all warranty rights directly against the manufacturer of the Equipment or the licensor of the software. You agree to settle any dispute you may have regarding performance of the equipment directly with the manufacturer of the Equipment or the licensor of the software.

6. TITLE AND SECURITY INTEREST. If the End of Lease Provision is \$1.00 or less (a "Nominal Purchase Provision"), you shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as you are not in default under this Lease. In the event of a default, title to the Equipment shall revert to us free and clear of any rights and interests you may have in the Equipment. If the End of Lease Provision is other than a Nominal Purchase Provision (a "Stated Purchase Provision"), the Equipment is and shall remain our sole property during the Lease Term. Unless you are in default under this Lease, you shall have the right to peacefully possess and use the Equipment during the Lease Term. To secure all of your obligations to us under this Lease you hereby grant us a security interest in (a) the Equipment to the extent of your interests in the Equipment and any substitutions and replacements thereof, (b) anything attached or added to the Equipment at any time, (c) any money or property from the sale of the Equipment and (d) any money from an insurance claim if the Equipment is lost or damaged. You agree that the security interest will not be affected if this Lease is changed in any way. If we request, you agree to sign financing statements in order for us to publicly record our security interest. This Lease or a copy of this Lease shall be sufficient as a financing statement and may be filed as such. This Lease may be executed in counterparts, and electronic signatures shall suffice as originals.

7. USE, MAINTENANCE AND REPAIR. You shall (1) use the Equipment solely in the continental United States and in the conduct of your business, for the purpose for which the Equipment was designated, in a careful and proper manner; (2) operate, maintain, service and repair the Equipment, and maintain all records and other materials relating thereto, in accordance and consistent with (i) the supplier's recommendations, (ii) the requirements of all applicable insurance policies, (iii) the supply contract, so as to preserve all of your and our rights thereunder, including all rights to any warranties, indemnities or other rights or remedies, and (iv) all applicable Laws; and (3) not attach or incorporate the Equipment to or in any other property in such a manner may be deemed to have become an accession to or a part of such other property. All improvements shall become our sole and absolute property without any payment by us to you and you warrant good and marketable title to such improvements shall also be vested to us free and clear of all liens. You shall be responsible for maintaining records showing the location of each piece of Equipment. Upon request, you shall advise us of the exact location of any and all items of Equipment. We and/or our designated representatives may inspect and photograph the Equipment and all applicable maintenance or other records relating thereto at any reasonable time during normal business hours with reasonable prior notice.

TERMS AND CONDITIONS

8. TITLING AND REGISTRATION. If the Equipment is a titled vehicle, you agree that your dealer will title and register the Equipment at your expense. In the event that the Dealer cannot title and register the Equipment, the titling and registration will be performed by us or our assigns and you shall pay us a titling fee as established by us, as well as all tax, titling and registration fees. You agree that your or your Dealer will provide to us any original title documentation to the Equipment within 15 days of you or your Dealer's receipt of such title documentation from the appropriate titling authority. If applicable, you agree to title the Equipment to us as Owner and to register the Equipment with the applicable Department of Motor Vehicles as Lessee.

9. RESERVED.

10. INDEMNITY. We are not responsible for any injuries, damages, penalties, claims or losses, including legal expenses, incurred by you or any other person caused by the transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operations, use, return, or disposition of the Equipment. You agree to reimburse us for and defend us against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after the Lease has expired for acts or omissions which occurred during the Lease Term.

11. IDENTIFICATION. You authorize us to insert or correct missing information on this Lease, including your official name, serial numbers, and any other information describing the Equipment. We will send you copies of the changes. You will attach to the Equipment any name plates or stickers we provide you.

12. LOSS OR DAMAGE. You are responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to you until the time it is returned to us. If any item of the Equipment is lost, stolen or damaged, you will promptly notify us of such an event. Then, at our option, you will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) any and all amounts which may be then due and payable to us under this Lease for the lost, stolen or damaged item. If you have satisfied your obligation under this Section 12, we will forward to you any insurance proceeds which we receive for lost, damaged, or destroyed items. If you are in default, we will apply any insurance proceeds we receive to reduce your obligations under this Lease.

13. INSURANCE. If not self-insured, during the term of the Lease, you will keep the Equipment insured, at your sole cost and expense, against all risks of a loss or damage in an amount not less than the replacement cost of the Equipment. You will also obtain and maintain for the term of the Lease, comprehensive public liability insurance and such policy shall provide us with thirty (30) days prior written notice of cancellation of termination of such policy covering both personal injury and property damage in an amount acceptable to us. We will be the sole named lender loss payee on the property insurance under a separate lender's loss payable clause and named as an additional insured on the public liability insurance. You will pay all premiums for such insurance and you shall deliver proof of insurance coverage that is satisfactory to us. If you do not provide such insurance, you agree that we have the right, but not the obligation, to obtain such insurance and charge you for all costs. You irrevocably appoint us as your attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks or drafts in payment for loss or damage under any said insurance policies. If your agent or broker does not confirm property insurance coverage on the Equipment at our request for confirmation or cancellation of existing policy, the Equipment will be insured under our policy. An insurance charge will be added to each of your invoices. The insurance charge includes premium, interest and/or finance charges on the—at premium, fees for

tracking the insurance, and administration expenses (including a fee payable to us which may include a profit).

14. DEFAULT. You will be in default under this Lease if any of the following happens: (a) we do not receive any Rent or other payment when due (no prior notice from us to you of such default is necessary), or (b) you or any of your guarantors become insolvent, are liquidated, dissolved, or stop doing business, or divide into two or more entities, or assign rights or property for the benefit of creditors, or (c) a petition is filed by or against you or any of your guarantors under any bankruptcy or insolvency law, or (d) reserved, or (e) any representation, warranty or covenant you have made in this Lease shall prove to be false or misleading in any material respect, or (f) you or any of your guarantors breach the terms and conditions of this Lease or any guaranty and do not correct the default within 10 days after we send you written notice of the default, or (g) you default on any other agreement between you and us (or our affiliates).

15. REMEDIES. Upon the occurrence of default, we may, in our sole discretion, do any or all of the following: (a) provide written notice to you of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable (i) any and all amounts which may be then due and payable to us under this Lease, and charge you statutory late interest from the date of default until paid, but in no event more than the maximum rate permitted by law. We have the right to appoint a receiver or require you to make the Equipment available to us for repossession during reasonable business hours or we may repossess the Equipment, so long as we do not breach the peace in doing so, or we may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. You will not make any claims against us or the Equipment for trespass, damage, or any other reason. Any return or repossession will not be considered a termination or cancellation of the Lease. If the Equipment is returned or repossessed we will sell or re-rent the Equipment at terms we determine, at one or more public or private sales and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency. Although you agree that we have no obligation to sell the Equipment, if we do sell the Equipment, we will reduce the obligations by the amounts that we receive. If this Lease includes a Nominal Purchase Provision and we receive more than the Net Book Value plus our costs of sale and any other expenses, we will give you the excess. You agree (a) that we only need to give you 10 days advance notice of any sales and no notice of advertising, (b) to pay all of the costs we incur to enforce our rights against you including collection costs, repossession costs and attorney's fees, and (c) that we will retain all of our rights against you even if we do not choose to enforce them at the time of your default. You further agree this Lease and all schedules are cross-collateralized with each other and any loan, lease or other obligation between you and your affiliates and us (the "Other Obligations"). Accordingly, you agree that any default as stated in this Lease or under the Other Obligations shall also be a default under the non-defaulted obligation. We shall be entitled to exercise all rights and remedies available to us, including without limitation, the right to foreclose on and sell any equipment subject to this Lease or the Other Obligations and apply the proceeds to the Lease or Other Obligations in our discretion. These remedies are cumulative, and in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

16. YOUR PROVISION AT END OF LEASE. Provided you are not in default, upon expiration of a Lease with a Nominal Purchase Provision you shall purchase the Equipment at the end of the Lease Term for such amount plus any applicable taxes and an end of Lease processing fee of \$92.50 and we will release any security interest we may have in the Equipment. YOU DO NOT

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HAVE THE OPTION TO RETURN THE EQUIPMENT. If the End of Lease Provision is a Fixed Price Purchase Option ("FPPO") or Fair Market Value Purchase Option ("FMV") and provided you are not in default, you have option upon prior written notice, to (a) purchase all but not less than all the Equipment for the stated FPPO amount or its FMV amount as determined in our sole judgment, or (b) subject to our approval, re-lease all but not less than all the Equipment on a month-to-month basis at the current payment, or (c) return all but not less than all the Equipment to us in accordance with Section 16. Such prior written notice shall be provided to us no later than 90 days (but no earlier than 180 days) prior to the end of the Lease Term. If the End of Lease provision is a Terminal Rent Adjustment Clause ("TRAC"), the applicable end of lease provision is set forth in the applicable TRAC Addendum. IF NO DEFAULT (AS DEFINED IN SECTION 14) HAS OCCURRED AND IS CONTINUING UNDER THIS LEASE, AND IF LESSEE FAILS TO PROVIDE SUCH PRIOR WRITTEN NOTICE WITHIN THE TIME SPECIFIED ABOVE, THE LEASE TERM SHALL BE AUTOMATICALLY EXTENDED FOR A TERM OF 90 DAYS ("THE RENEWAL TERM"). THE LEASE TERM SHALL THEREAFTER BE AUTOMATICALLY AND CONTINUALLY RENEWED FOR ADDITIONAL RENEWAL TERMS BUT MAY BE TERMINATED BY THE LESSEE BY WAY OF WRITTEN NOTICE FROM THE LESSEE TO THE LESSOR ("RENEWAL TERMINATION NOTICE"). Termination of a Renewal Term, or any subsequent renewal term, shall be effective 90 days after our receipt of your Renewal Termination Notice. If you elect to purchase all but not less than all the Equipment, upon payment of the agreed upon FMV or FPPO, including all sales tax and other applicable taxes, we will transfer the Equipment to you AS IS-WHERE IS, WITHOUT ANY REPRESENTATION OR WARRANTY.

17. RETURN OF EQUIPMENT. If (a) a default occurs, (b) you do not purchase the Equipment at the end of the Lease Term, (c) you do not extend the Lease, you will immediately, at your expense, return the Equipment to us or our designee at such location or locations as we shall designate, or (d) there is a non-appropriation event. You will return each item of Equipment at the end of this Lease in compliance with each of the following conditions: (1) General: Each item of the Equipment shall be returned assembled and ready for sale and, with respect to each item of the Equipment, the cost of necessary repairs for damages to the Equipment and the cost of necessary repairs for damages to exterior and interior materials (including door operation, floor damage, and side and nose damage) may not exceed Two Hundred Fifth Dollars (\$250.00). Any glass shall not be broken, chipped, cracked. All operating components must be able to perform their function as originally intended. All mechanical and electrical equipment must be in proper operating condition, including batteries and chargers. The Equipment shall be in compliance with all applicable Federal, State and local safety standards and regulations, as applicable to each item of Equipment (2) Tires/Tracks: All tires/tracks shall be of the same original size, type and manufacturer (or similar quality manufacturer if the original manufacturer no longer produces tracks/tires of that type) as upon delivery to you. The tires/tracks shall have no splits, gouges, missing or damaged components. Also, all tires/tracks shall have a minimum remaining wear of fifth percent (50%) of a new tire or track. (3) Transmission/Hydraulic Drive Systems: The transmission/hydrostatic drive systems (including, but not limited to torque converters, transfer gears and clutches) shall be in good working condition and shall have at least fifth percent (50%) time/wear remaining before the next overhaul or replacement as recommended by the manufacturer and published in standard maintenance manuals. (4) Undercarriage: The undercarriage, rotating bed, and ring gear shall be in good working condition and shall have at least fifth percent (50%) time/wear remaining before the next overhaul or replacement as recommended by the manufacturer and published in standard maintenance manuals. (5) Engine: The

engine must have been maintained in accordance with manufacturer's recommendations, including with respect to diesel engines, overhauling as required. At the time of redelivery the engine must be in good working condition and shall have at least fifty percent (50%) time remaining before the next overhaul or replacement as recommended by the manufacturer and published in standard maintenance manuals. Determination of satisfaction of these specifications shall be made by subjecting the Engine to standard industry testing to include (but not be limited to) testing of the crankcase, manifold pressure, oil analysis and manometer and blow-by tests. All tests shall be performed by a factory-authorized service center. (6) Brakes: the brakes shall be in good working condition and shall have at least fifty percent (50%) time/wear remaining before the next overhaul or replacement as recommended by the manufacturer and published in standard maintenance manuals. (7) Booms, forks, and masts: All booms, forks, and masts shall be straight and true within manufacturer's factory specifications and tolerances. All standard rigging including boom inserts, sheaves, pendants, masts, forks, and fairleads necessary for industry standard lift crane operation shall be returned with each piece of Equipment. (8) Certification: All lifts must be returned with the then current safety certifications as applicable with state requirements. (9) Corrosion: Where suggested by standard industry practices all rust or corrosion must be removed or treated in a manner consistent with standard industry practices, including sandblasting and repainting or in a manner consistent with manufacturer's factory standards. (10) Condition reports: At 45 days but not less than 30 days prior to the return of the equipment, you shall make the equipment available for us to complete a physical inspection of the Equipment. You will be informed of any problems found during the inspection and provided a copy of the report. You and us will then decide on the best course to remediate the deficiencies prior to return. (11) Return of Equipment: Provide for the de-installation (if applicable), dismantling (if applicable), transporting, and certifying of the Equipment to include, but not be limited to, the following: (a) The equipment shall be loaded properly and in accordance to the manufacturer's recommendations; (b) you shall transport the Equipment in a manner consistent with the manufacturer's recommendations and practices to a location to be determined by us. If such Equipment is not returned in a timely fashion, or if repairs are necessary to place any Equipment in the condition required in this Section, You shall (1) continue to pay Rent for the period of delay in redelivery, and/or for the period of time reasonably necessary to accomplish such repairs, and (2) pay to us an amount equal to the aggregate cost of any such repairs, plus interest thereon at 18% per year. We will charge you a processing fee of \$92.50, not to exceed the maximum permitted by law as reasonable compensation for our costs in terminating the Lease.

18. YOUR REPRESENTATIONS. You state for our benefit that as of the date of this Lease and throughout the Lease Term (a) you have the lawful power and authority to enter into this Lease, (b) the individuals signing this Lease have been duly authorized to do so on your behalf, (c) all financial information you have provided us is true and accurate and provides a good representation of your financial condition, (d) you have all licenses, permits, rights, powers, consents or approvals from or by all persons or governmental authorities having jurisdiction over you that are necessary or appropriate for the conduct of your business, (e) the execution, delivery and performance by you of this Lease, and the creation of all liens provided for herein (x) are not and will not be in violation of any applicable law or contractual obligation, and (y) does not and will not require the consent or approval of any governmental authority or any other person, (f) you will promptly notify us in writing if you move your principal place of business, or if you change the name of your business, (g) you will take any action we reasonably request to protect our rights to the Equipment and to meet your obligations

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under this Lease (h) you have sufficient funds to pay all amounts due under this Lease until the end of your current appropriation period, (i) you will request funds to pay all amounts under this Lease for each appropriation period for the Lease Term.

19. FINANCIAL REPORTING. During the term of this Lease, you agree to provide Us any financial information requested.

20. CHANGE IN BUSINESS, MANAGEMENT OR OWNERSHIP. You covenant and agree that from the date of this Lease until all of the obligations have been paid in full and all of our commitments have been terminated, you will not, without our prior written consent (a) make or permit any change in (i) your form of organization, (ii) the nature of your business as carried on as of the date hereof, (iii) the composition of your current executive management, or (iv) your equity ownership, or (b) merge or transfer (including, without limitation, any transfer resulting from your division into two or more entities) all or substantially all of your stock or assets.

21. NON-APPROPRIATION. If You: (a) are not allotted funds for this Lease Agreement in any fiscal year following the fiscal year in which this Lease Agreement was commenced, (b) have no funds for replacement equipment, and (c) have no funds from other sources ((a) through (c) shall be hereinafter referred to as "Non-Appropriation"), You may terminate this Lease Agreement at the end of the then current fiscal year. In such event you shall return the Equipment to Us at Your sole cost and expense. You will provide us with not less than 60 days prior written notice of your intent to terminate this Lease Agreement, which notice will contain a certification that this Lease Agreement is being terminated due to failure of the applicable appropriation authority to appropriate necessary funds.

22. ASSIGNMENT. YOU WILL NOT SELL, TRANSFER (INCLUDING, WITHOUT LIMITATION, ANY TRANSFER RESULTING FROM YOUR DIVISION INTO TWO OR MORE ENTITIES), ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT WITHOUT OUR PRIOR WRITTEN CONSENT. In the event we consent in writing to an assignment, you will charge you a processing fee in the amount of (a) \$300 for any transaction in the original amount of up to \$500,000, and (b) \$500 for any transaction in the original amount in excess of \$500,000. We may, upon notifying you, sell, assign, or transfer this Lease and our interests in the Equipment. You agree that if we do so, the new owner (and any subsequent owners) will have the same rights and benefits that we now have, but will not have to perform any of our obligations. You agree that the rights of the new owner will not be subject to any claims, defenses, or set-offs that you may have against us. Any such assignment, sale, or transfer of this Lease or Equipment will not relieve us of any obligations as we may have to you under this Lease. If you are given notice of a new owner of this Lease, you agree to respond to any requests about this Lease, and if directed by us, to pay the new owner all rents and other amounts due under this Lease.

23. COLLECTION EXPENSES. You agree that we can, but do not have to, take on your behalf any action which you fail to take as required by this Lease, and our expenses will be in addition to the Rent which you owe us.

24. MISCELLANEOUS. This Lease contains our entire agreement and supersedes any conflicting provision of any Equipment purchase order or any other agreement. TIME IS OF THE ESSENCE IN THIS LEASE. If a court finds any provision of this Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE. You authorize us (or our agent) to (a) obtain credit reports, (b) make such other credit inquiries as we may deem necessary, and (c) furnish payment history information to payment reporting agencies. To the extent permitted by law, we may charge a fee to reimburse our expenses for preparing financing statements,

other documentation costs, and ongoing administration costs during the term of the Lease.

25. NOTICES. All of your written notices to us must be certified mail or recognized overnight delivery service, postage prepaid, to us at our address stated in this Lease, or by electronic transmission with oral confirmation of receipt. All of our notices to you may be sent first class mail, postage prepaid, to your address stated in this Lease or by electronic transmission.

26. WAIVERS. WE AND YOU IRREVOCABLY WAIVE ANY AND ALL RIGHT EITHER OF US MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. WE AND YOU ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY. To the extent you are permitted by applicable law, you waive all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including by not limited to lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from lessor for any breach of warranty or for any other reason; (d) grant a security interest in any equipment in lessee's possession. To the extent you are permitted by applicable law, you waive any rights you now or later may have under any statute or otherwise which requires us to sell or otherwise use any Equipment to reduce our damages, which requires us to provide you with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise, limit or modify any of our rights or remedies. We will not be liable for specific performance of this Lease or for any losses, damages delay or failure to delivery Equipment.

State of California Addendum
to
Municipal Equipment Lease Agreement dated as of 9/11/2026

Lessee: Chester Public Utility District
251 Chester Airport Rd
Chester, CA 96020

Lessor: Auxilior Capital Partners, Inc.
620 West Germantown Pike, Suite 450
Plymouth Meeting, PA 19462

For and in consideration of the mutual promises and agreements contained in the Municipal Equipment Lease Agreement (together with all schedules and exhibits attached thereto, as modified from time to time, the "Lease") to which this State of California Addendum is attached, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Lessee waives the benefits of Cal. Civ. Code §§ 1932(2) and 1933(4), as amended from time to time, and any and all other rights to terminate the Lease by virtue of any damage or destruction to the Equipment

IN WITNESS WHEREOF, Lessor and Lessee have each caused this State of California Addendum to be duly executed and delivered as of this 11 day of Sept, 2026

LESSEE: Chester Public Utility District

Signed by:
By: Bonnie Mullaney
Name: Bonnie Mullaney
Title: General Manager

Auxilior Capital Partners, Inc.

Signed by:
By: Susan Debro
Name: Susan Debro
Title: Authorized Signatory

COPY VIEW

OFFER SUMMARY

COMMERCIAL FINANCING LEASE (CALIFORNIA)

Funding Provided	\$74,140.27	This is how much funding Auxilior Capital Partners, Inc. will provide.
Annual Percentage Rate (APR)	0.20%	APR is the cost of your financing expressed as a yearly rate. APR incorporates the amount and timing of the funding you receive, fees you pay, the periodic payments you make, and the anticipated cost for you to acquire the property at the end of the lease term. Your APR is not an interest rate.
Finance Charge	\$224.93	
Total Payment Amount	\$74,365.20	This is the total dollar amount of payments you will make during the term of the contract (including the cost of the purchase option).
<i>[Include this row <u>only</u> if the contract provides for periodic payments that are <u>not</u> monthly.]</i> Average Monthly Cost	\$2,066.46	Although you do not make payments on a monthly basis, this is our calculation of your average monthly cost based upon the payment amounts disclosed below.

[Use this row only if periodic payments during the term of the transaction will not vary] Payment	\$2,065.70 / Monthly Purchase Option: \$0.00	This is how much you will pay each month, after you receive funding, and the purchase price you may pay at the end of the lease to acquire the property. Your monthly payments are due on the date designated by us.
[Use this row instead of the prior row only if periodic payments during the term of the transaction will vary] Payment	36 Monthly \$2,065.70 Purchase Option Amount: \$0.00	
Term	36	

Applicable law requires this information to be provided to you to help you make an informed decision. By signing below, you are confirming that you received this information.

Signed by:

Bonnie Mullaney

25FFA39CEAA245F...

Recipient Signature

Chester Public Utility District

C63394

9/11/2026

Date

Itemization of Amount Financed

ITEMIZATION OF AMOUNT FINANCED

1. Amount Given Directly to You	\$0.00
2. Amount Provided to Others on Your Behalf	\$74,140.27
3. Property Valuation Fee paid to	\$0.00
4. Brokerage Fee paid to	\$0.00
5. Amount Paid on your Account with Us	\$0.00
6. Amount Provided to You or on Your Behalf (1+2+3+4+5)	\$74,140.27
7. Prepaid Finance Charges:	\$0.00
8. Amount Financed (6 minus 7)	\$74,140.27