# AMENDATORY ENERGY PERFORMANCE AGREEMENT

This **AMENDATORY ENERGY PERFORMANCE AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **MCKINSTRY ESSENTION, LLC**, a Washington limited liability company with an address of 16025 Table Mountain Parkway, Suite 100, Golden, CO 80401 (the "Contractor"), jointly ("the Parties").

WHEREAS, the Parties entered into an Energy Performance Agreement dated December 9, 2021 (the "Agreement") to implement the energy performance measures provided in Schedule **B**, the Description of Work;

WHEREAS, due to the need to extend the term to correct the date of the completion of measurement and verification services and to realign the lease equipment schedule with work occurring in the field, the Parties wish to amend the Agreement to extend the term, amend two physical addresses provided in Schedule B, and amend Schedules X and Y.

**NOW THEREFORE**, in consideration of the premises and the Parties' mutual covenants and obligations, the Parties agree as follows:

1. Section 6, entitled "<u>TERM</u>," is hereby deleted in its entirety and replaced with the following:

"6. <u>TERM</u>: The Agreement will commence on the date set forth on the City's signature page and will expire on **December 31, 2026** (the "**Term**"). Contractor shall complete the Work and its other obligations described herein on or before December 31, 2026. The City shall not be liable to compensate Contractor for any Work performed prior to the Effective Date or after the termination of this Agreement. The term of this Agreement ("**Contract Term**") shall be divided into three (3) separate components.

a. Planning Term. The "Planning Term" shall commence on the Effective Date, which shall be defined as the date as set forth on the City's signature page, and upon delivery by the Principal Representative to Contractor of a Notice to Proceed to Commence Design Phase under Article 8.i. and terminate upon delivery by the Principal Representative to Contractor of a Notice to Proceed to Contractor of a Notice to Proceed

**b.** Construction Term. The "Construction Term" shall commence upon delivery by the Principal Representative to Contractor of a Notice to Proceed to Commence Construction Phase under Article 10.e. and terminate no more than 688 calendar days after the Construction Commencement Date, unless sooner terminated as provided in this Agreement.

c. M&V Term. The "M&V Term" shall begin on the M&V Commencement Date and continue until no later than December 31, 2026. The M&V Term shall terminate pursuant to Schedule D unless sooner terminated as provided in this Agreement." 2. Two addresses provided in the Table entitled "Project Locations," on page 12 of **Schedule B**, are hereby amended as follows:

The address for the "Police Academy" building is hereby deleted and replaced with "2155 N. Akron Way."

The address for the "Police Traffic Operations" building is hereby deleted and replaced with "**3381 Park Avenue West**."

3. Schedule X is hereby deleted in its entirety and replaced with Schedule X-1, 5 and 15 Year Equipment List, attached and incorporated by reference herein. All references in the original Agreement to Schedule X are changed to Schedule X-1.

4. Schedule Y is hereby deleted in its entirety and replaced with Schedule Y-1, Form of Acceptance Certificate No. 1 to 97 for Energy Services Equipment, attached and incorporated by reference herein. All references in the original Agreement to Schedule Y are changed to Schedule Y-1.

5. As herein amended, the Agreement is affirmed and ratified in each and every particular.

6. This Amendatory Energy Performance Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

# [THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Contract Control Number:	GENRL-202263189-01 [GENRL-202161179-01]
Contractor Name:	MCKINSTRY ESSENTION, LLC

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

SEAL

# **CITY AND COUNTY OF DENVER:**

**REGISTERED AND COUNTERSIGNED:** 

ATTEST:

By:

**APPROVED AS TO FORM:** 

Attorney for the City and County of Denver

By:

By:

By:

### **Contract Control Number: Contractor Name:**

#### GENRL-202263189-01 [GENRL-202161179-01] MCKINSTRY ESSENTION, LLC

\_\_\_\_\_

DocuSigned by: Leslie Laroque \_\_\_\_\_\_E41AF7BDBA7E403... \_\_\_\_\_ By

Leslie Laroque

Name:

(please print)

# ATTEST: [if required]

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

#### A SCHEDULE X-1 5 and 15 Year Equipment List

	McKinstry		
5-Year	\$ 3,395,168.62		
15-Year	\$ 10,439,427.97		
	\$ 13,834,596.59		

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# McKinstry

Facility Improvement Measure/ Energy Conservation Measure		Т	Tangible Good Cost	
			\$	Life yrs.
9.01-CCB Interior LED Lighting Upgrades	City and County Building	\$	374,634.98	12.5
9.01-PAB Interior LED Lighting Upgrades	Police Admin Building	\$	225,736.07	12.5
0.01-DAS Interior LED Lighting Upgrades	Denver Municipal Animal Shelter	\$	112,516.18	12.5
9.01-OFM Interior LED Lighting Upgrades	S. Osage Fleet Maint - Garage	\$	29,689.28	12.5
.01-POA Interior LED Lighting Upgrades	Police Academy	\$	50,107.42	12.5
.01-PD2 Interior LED Lighting Upgrades	Police District #2	\$	53,819.46	12.5
9.01-CTS Interior LED Lighting Upgrades	S. Cherry Creek Transfer Station	\$	38,931.63	12.
9.01-FM5 Interior LED Lighting Upgrades	Fleet Maint - Bldg 5	\$	39,223.33	12.
0.01-GPO Interior LED Lighting Upgrades	Gary Price Ops - Bldg 2	\$	102,944.78	12.
0.01-DCL Interior LED Lighting Upgrades	Denver Crime Lab	\$	167,515.64	12.
0.01-LFC Interior LED Lighting Upgrades	Lindsey-Flanigan Courthouse	\$	862,210.85	12.
0.01-RAC Interior LED Lighting Upgrades	Rose Andom Center	\$	63,983.58	12.
0.01-VDC Interior LED Lighting Upgrades	Van Cise-Simonet Detention Ctr	\$	620,558.93	12.
0.01-CMP Interior LED Lighting Upgrades	1245 Champa St	\$	242,408.40	12.
.01-PMB Interior LED Lighting Upgrades	Permit Building	\$	307,958.43	12.
.01-FS2 Interior LED Lighting Upgrades	Fire Station #2	\$	30,794.15	12.
0.01-FS21 Interior LED Lighting Upgrades	Fire Station #21	\$	17,027.21	12.
.01-FS22 Interior LED Lighting Upgrades	Fire Station #22	\$	13,397.04	12.
.01-FS24 Interior LED Lighting Upgrades	Fire Station #24	\$	10,005.19	12.
.01-FS26 Interior LED Lighting Upgrades	Fire Station #26	\$	31,706.05	12.
		\$	3,395,168.62	

	Facility Improvement Measure/ Energy Conservation Measure		Tangible Good Cost		Useful Life	
-				Ś	yrs.	
13	.04-CMP Replace Single Pane Windows	1245 Champa St	\$	345,463.16	50.0	
	1.01-PD3 Solar Photovoltaic - Canopy	Police District #3	\$	908,603.01	35.0	
	1.02-POA Solar Photovoltaic - Canopy	Police Academy	\$	805,274.33	35.0	
	1.02-PD2 Solar Photovoltaic - Canopy	Police District #2	\$	1,218,835.92	35.0	
	.02-FM5 Solar Photovoltaic - Canopy	Fleet Maint - Bldg 5	\$	480,338.29	35.0	
	.01-FS2 Solar Photovoltaic - Roof	Fire Station #2	\$	398,260.56	30.0	
	.07-PAB MZU to VAV Unit	Police Admin Building	\$	130,805.22	25.0	
	.04-POA VVT to VAV Unit Replacement	Police Academy	\$	392,085.92	25.	
	.01-FS21 Boiler Replacement	Fire Station #21	\$	320,994.16	25.	
	.02-FS24 Boiler Replacement	Fire Station #24	\$	221,304.98	25.	
	.13-PD3 Upgrade Air Cooled Chiller	Police District #3	ې \$	631,886.48	23.	
		Police District #1	\$	699,563.67	23.	
	.13-PD1 Upgrade Air Cooled Chiller				23. 23.	
	.12-RAC Chiller Replacement	Rose Andom Center	\$	667,108.46		
	.06-CCB Steam Condensate Heat Recovery	City and County Building	\$	148,376.75	22	
	.06-PAB Steam Condensate Heat Recovery	Police Admin Building	\$	114,551.01	22	
	.06-DCL Steam Condensate Heat Recovery	Denver Crime Lab	\$	147,175.19	22	
	.01-CCB Chilled Water Pump Replacement	City and County Building	\$	217,757.68	20	
	0.05-PD3 Add VFDs to Building Pumps	Police District #3	\$	109,172.76	20	
	0.05-PD1 Add VFDs to Building Pumps	Police District #1	\$	125,456.38	20	
	.01-CCD Controls Optimization/RCx	All Buildings	\$	-	16	
	.07-RAC Ventilation Control	Rose Andom Center	\$	73,975.91	16	
	.02-CCB Exterior LED Lighting Upgrades	City and County Building	\$	48,813.26	15	
	.02-DAS Exterior LED Lighting Upgrades	Denver Municipal Animal Shelter	\$	3,029.69	15	
	.01-PD3 Interior LED Lighting Upgrades	Police District #3	\$	67,801.97	15	
	.02-OFM Exterior LED Lighting Upgrades	S. Osage Fleet Maint - Garage	\$	6,198.58	15	
	.02-POA Exterior LED Lighting Upgrades	Police Academy	\$	9,040.22	15	
	.02-PD2 Exterior LED Lighting Upgrades	Police District #2	\$	25,750.37	15	
	.02-CTS Exterior LED Lighting Upgrades	S. Cherry Creek Transfer Station	\$	11,579.83	15	
	.02-FM5 Exterior LED Lighting Upgrades	Fleet Maint - Bldg 5	\$	35,529.44	15	
	.02-GPO Exterior LED Lighting Upgrades	Gary Price Ops - Bldg 2	\$	24,251.32	15	
09	.02-DCL Exterior LED Lighting Upgrades	Denver Crime Lab	\$	13,155.43	15	
09	.02-LFC Exterior LED Lighting Upgrades	Lindsey-Flanigan Courthouse	\$	23,542.38	15	
09	.02-RAC Exterior LED Lighting Upgrades	Rose Andom Center	\$	7,692.15	15	
09	.02-VDC Exterior LED Lighting Upgrades	Van Cise-Simonet Detention Ctr	\$	28,517.93	15	
09	.02-CMP Exterior LED Lighting Upgrades	1245 Champa St	\$	3,556.10	15	
09	.02-PMB Exterior LED Lighting Upgrades	Permit Building	\$	2,817.32	15	
09	02-FS2 Exterior LED Lighting Upgrades	Fire Station #2	\$	6,911.32	15	
09	0.02-FS21 Exterior LED Lighting Upgrades	Fire Station #21	\$	868.59	15	
09	02-FS22 Exterior LED Lighting Upgrades	Fire Station #22	\$	145.48	15	
09	.02-FS24 Exterior LED Lighting Upgrades	Fire Station #24	\$	3,941.35	15	
09	.02-FS26 Exterior LED Lighting Upgrades	Fire Station #26	\$	9,395.91	15	
04	.01-CCB BAS Controls Replacement	City and County Building	\$	754,093.19	15	
04	.01-PAB BAS Controls Upgrade/ Replacement	Police Admin Building	\$	793,231.03	15	
04	.02-PAB Occupancy Based HVAC Control	Police Admin Building	\$	132,675.54	15	
04	.01-POA BAS Controls Upgrade/ Replacement	Police Academy	\$	138,144.62	15	
13	.01-RAC Air Sealing and Weather Stripping	Rose Andom Center	\$	1,410.00	15	
04	.02-CMP Occupancy Based HVAC Controls	1245 Champa St	\$	69,660.91	15	
	.02-PMB Occupancy Based HVAC Controls	Permit Building	\$	60,684.19	15	
		-	\$	10,439,427.97	-	

# **SCHEDULE Y-1**

#### FORM OF ACCEPTANCE CERTIFICATE NO. 1 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 1, McKinstry, December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 1 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **One Hundred Forty Eight Thousand Three Hundred Seventy Seven Dollars (\$148,377.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 1 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this

payment is to be made is all of the "Equipment" listed at Item 1 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee: McKinstry, Inc.

16025 Table Mountain Parkway, Suite 100 Golden, CO 80403

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

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

### FORM OF ACCEPTANCE CERTIFICATE NO. 2 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 2, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 2 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Two Hundred Seventeen Thousand Seven Hundred Fifty Eight Dollars (\$217,758.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed Item 2 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed Item2 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent

is to notify the Manager of Finance that this payment has been made.

Payee: McKinstry, Inc. 16025 Table Mountain Parkway, Suite 100 Golden, CO 80403

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

### FORM OF ACCEPTANCE CERTIFICATE NO. 3 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 3, McKinstry, December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 3 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Ninety Nine Thousand Eight Hundred Six Dollars (\$99,806.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 3 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 3 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

Acceptance Date:

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

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

### FORM OF ACCEPTANCE CERTIFICATE NO. 4 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 4, McKinstry, December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 4 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum **Forty Five Thousand One Hundred One Dollars (\$45,101.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 4 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item4 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

### FORM OF ACCEPTANCE CERTIFICATE NO. 5 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 5, McKinstry, December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 5 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Sixty Six Thousand Five Hundred Thirty Eight Dollars (\$66,538.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 5 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 5 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

### FORM OF ACCEPTANCE CERTIFICATE NO. 6 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 6, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 6 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **One Hundred Nine Thousand Four Hundred Sixteen Dollars (\$109,416.00)** in payment of all of the cost of the acquisition, delivery, and testing of Equipment listed at Item 6 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 6 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

#### FORM OF ACCEPTANCE CERTIFICATE NO. 7 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 7, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 7 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Eleven Thousand Ninety Dollars (\$11,090.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 7 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 7 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

Acceptance Date:

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

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

### FORM OF ACCEPTANCE CERTIFICATE NO. 8 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 8, McKinstry, December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 8 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **One Hundred Nine Thousand Four Hundred Sixteen Dollars (\$109,416.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 8 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 8 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

Acceptance Date:

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

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

### FORM OF ACCEPTANCE CERTIFICATE NO. 9 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 9, McKinstry, December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 9 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Eleven Thousand Ninety Dollars (\$11,090.00)** in payment of all of the cost of the acquisition, delivery, and testing of Equipment listed at Item 9 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 9 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

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

### FORM OF ACCEPTANCE CERTIFICATE NO. 10 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 10, McKinstry, December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 10 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Eleven Thousand Ninety Dollars (\$11,090.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 10 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 10 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

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

### FORM OF ACCEPTANCE CERTIFICATE NO. 11 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 11, McKinstry, December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 11 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Eleven Thousand Ninety Dollars (\$11,090.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item11 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 11 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

### FORM OF ACCEPTANCE CERTIFICATE NO. 12 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 12, McKinstry, December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 12 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Sixty Six Thousand Five Hundred Thirty Eight Dollars (\$66,538.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 12 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 12 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

### FORM OF ACCEPTANCE CERTIFICATE NO. 13 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 13, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 13 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Sixty Two Thousand Eight Hundred Forty One Dollars (\$62,841.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 13 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 13 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

### FORM OF ACCEPTANCE CERTIFICATE NO. 14 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 14, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 14 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Ninety Nine Thousand Eight Hundred Six Dollars (\$99,806.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 14 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 14 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

### FORM OF ACCEPTANCE CERTIFICATE NO. 15 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 15, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 15 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Fifty Thousand Two Hundred Seventy Three Dollars (\$50,273.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 15 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 15 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 16 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 16, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 16 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Three Hundred Seventy Four Thousand Six Hundred Thirty Five Dollars (\$374,635.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 16 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 16 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 17 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 17, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item17\_described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **One Hundred Fourteen Thousand Five Hundred Fifty One Dollars (\$114,551.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 17 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 17 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 18 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 18, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 18 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **One Hundred Thirty Thousand Eight Hundred Five Dollars (\$130,805.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 18 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 18 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 19 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 19, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 19described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Sixty One Thousand One Hundred Eighty Dollars (\$61,180.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 19 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 19 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 20 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 20, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 20 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **One Hundred Fifty Eight Thousand Two Hundred Twenty Four Dollars (\$158,224.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 20 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 20 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 21 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 21, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 21 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **One Hundred Ninety Four Thousand Eighty Eight Dollars (\$194,088.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 21 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 21 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

## FORM OF ACCEPTANCE CERTIFICATE NO. 22 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 22, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 22 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of of **One Hundred Ninety Four Thousand Eighty Eight Dollars (\$194,088.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 22 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 22 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 23 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 23, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 23 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **One Hundred Eighty One Thousand Four Hundred Thirty One Dollars (\$181,431.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 23 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 23 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 24 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 24, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 24 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Four Thousand Two Hundred Nineteen Dollars (\$4,219.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 24 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 24 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 25 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 25, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 25 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Five Thousand Six Hundred Seventy Dollars (\$5,670.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 25 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 25 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 26 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 26, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 26 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Twenty Seven Thousand Two Hundred Fifteen Dollars (\$27,215.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 26 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 26 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 27 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 27, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 27 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Thirty Four Thousand Nineteen Dollars (\$34,019.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 27 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 27 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 28 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 28, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 28 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Thirty Four Thousand Nineteen Dollars (\$34,019.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 28 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 28 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 29 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 29, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 29 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Thirty One Thousand Seven Hundred Fifty One Dollars (\$31,751.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 29 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 29 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 30 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 30, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) 4The Equipment described in the Lease at Exhibit A as Item 30 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Two Hundred Twenty Five Thousand Seven Hundred Thirty Six Dollars (\$225,736.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 30 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 30 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 31 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 31, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 31 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum **of Forty Eight Thousand Eight Hundred Thirteen Dollars (\$48,813.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 31 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 31 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 32 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 32, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 32 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **One Hundred Twelve Thousand Five Hundred Sixteen Dollars (\$112,516.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 32 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 32 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 33 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 33, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 33 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Three Thousand Thirty Dollars (\$3,030.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 33 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 33 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 34 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 34, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 34 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Six Hundred Thirty One Thousand Eight Hundred Eighty Six Dollars (\$631,886.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 34 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 34 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 35 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 35, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 35 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **One Hundred Nine Thousand One Hundred Seventy Three Dollars (\$109,173.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 35 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 35 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 36 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 36, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 36 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Sixty Seven Thousand Eight Hundred Two Dollars (\$67,802.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 36 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 36 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 37 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 37, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 37 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Nine Hundred Eight Thousand Six Hundred Three Dollars (\$908,603.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 37 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 37 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 38 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 38, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 38 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Twenty Nine Thousand Six Hundred Eighty Nine Dollars (\$29,689.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 38 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 38 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 39 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 39, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 39 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Six Thousand One Hundred Ninety Nine Dollars (\$6,199.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 39 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 39 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 40 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 40, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 40 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Seventy Eight Thousand Four Hundred Seventeen Dollars (\$78,417.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 40 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 40 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 41 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 41, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 41 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Seventy Eight Thousand Four Hundred Seventeen Dollars (\$78,417.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 41 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 41 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 42 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 42, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 42 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **One Hundred Seventeen Thousand Six Hundred Twenty Six Dollars (\$117,626.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 42 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 42 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 43 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 43, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 43 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **One Hundred Seventeen Thousand Six Hundred Twenty Six Dollars (\$117,626.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 43 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 43 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 44 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 44, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 44 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Forty Six Thousand Forty Eight Dollars (\$46,048.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 44 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 44 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 45 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 45, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 45 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Six Thousand Five Hundred Seventy Eight Dollars (\$6,578.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 45 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 45 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 46 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 46, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 46 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Fifty Two Thousand Six Hundred Twenty Seven Dollars (\$52,627.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 46 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 46 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 47 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 47, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 47 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Six Thousand Five Hundred Seventy Eight Dollars (\$6,578.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 47 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 47 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 48 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 48, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 48 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Six Thousand Five Hundred Seventy Eight Dollars (\$6,578.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 48 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 48 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 49 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 49, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 49 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Six Thousand Five Hundred Seventy Eight Dollars (\$6,578.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 49 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 49 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 50 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 50, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 50 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Six Thousand Five Hundred Seventy Eight Dollars (\$6,578.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 50 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 50 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 51 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 51, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 51 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Six Thousand Five Hundred Seventy Eight Dollars (\$6,578.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 51 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 51 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 52 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 52, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 52 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Fifty Thousand One Hundred Seven Dollars (\$50,107.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 52 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 52 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 53 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 53, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 53 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Nine Thousand Forty Dollars (\$9,040.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 53 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 53 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 54 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 54, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 54 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Eight Hundred Five Thousand Two Hundred Seventy Four Dollars (\$805,274.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 54 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 54 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 55 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 55, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 55 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Six Hundred Ninety Nine Thousand Five Hundred Sixty Four Dollars (\$699,564.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 55 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 55 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 56 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 56, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 56 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **One Hundred Twenty Five Thousand Four Hundred Fifty Six Dollars (\$125,456.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 56 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 56 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 57 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 57, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 57 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Fifty Three Thousand Eight Hundred Nineteen Dollars (\$53,819.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 57 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 57 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 58 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 58, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 58 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Twenty Five Thousand Seven Hundred Fifty Dollars (\$25,750.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 58 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 58 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 59 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 59, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 59 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **One Million Two Hundred Eighteen Thousand Eight Hundred Thirty Six Dollars (\$1,218,836.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 59 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 59 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 60 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item \_\_, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 60 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Thirty Eight Thousand Nine Hundred Thirty Two Dollars (\$38,932.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 60 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 60 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 61 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 61, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 61 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Eleven Thousand Five Hundred Eighty Dollars (\$11,580.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 61 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 61 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 62 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 62, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 62 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Thirty Nine Thousand Two Hundred Twenty Three Dollars (\$39,223.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 62 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 62 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 63 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 63, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 63 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Thirty Five Thousand Five Hundred Twenty Nine Dollars (\$35,529.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 63 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 63 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 64 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 64, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 64 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Four Hundred Eighty Thousand Three Hundred Thirty Eight Dollars (\$480,338.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 64 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 64 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 65 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 65, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 65 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **One Hundred Two Thousand Nine Hundred Forty Five Dollars (\$102,945.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 65 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 65 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 66 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 66, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 66 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Twenty Four Thousand Two Hundred Fifty One Dollars (\$24,251.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 66 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 66 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 67 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 67, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 67 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **One Hundred Forty Seven Thousand One Hundred Seventy Five Dollars (\$147,175.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 67 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 67 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 68 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 68, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 68 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **One Hundred Sixty Seven Thousand Five Hundred Sixteen Dollars (\$167,516.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 68 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 68 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 69 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 69, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 69 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Thirteen Thousand One Hundred Fifty Five Dollars (\$13,155.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 69 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 69 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 70 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 70, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 70 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Eight Hundred Sixty Two Thousand Two Hundred Eleven Dollars (\$862,211.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 70 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 70 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 71 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 71, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 71 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Twenty Three Thousand Five Hundred Forty Two Dollars (\$23,542.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 71 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 71 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 72 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 72, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 72 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Six Hundred Sixty Seven Thousand One Hundred Eight Dollars (\$667,108.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 72 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 72 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 73 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 73, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 73 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Seventy Three Thousand Nine Hundred Seventy Six Dollars (\$73,976.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 73 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 73 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 74 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 74, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 74 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Sixty Five Thousand Three Hundred Ninety Four Dollars (\$65,394.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 74 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 74 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 75 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 75, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 75 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Seven Thousand Six Hundred Ninety Two Dollars (\$7,692.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 75 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 75 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 76 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 76, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 76 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Six Hundred Twenty Thousand Five Hundred Fifty Nine Dollars (\$620,559.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 76 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 76 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 77 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 77, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 77 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Twenty Eight Thousand Five Hundred Eighteen Dollars (\$28,518.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 77 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 77 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 78 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 78, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 78 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Sixty Nine Thousand Six Hundred Sixty One Dollars (\$69,661.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 78 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 78 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 79 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 79, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 79 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Two Hundred Forty Two Thousand Four Hundred Eight Dollars (\$242,408.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 79 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 79 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number: \_\_\_\_\_

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 80 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 80, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 80 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Three Thousand Five Hundred Fifty Six Dollars (\$3,556.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 80 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 80 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 81 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 81, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 81 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Three Hundred Forty Five Thousand Four Hundred Sixty Three Dollars (\$345,463.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 81 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 81 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 82 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 82, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 82 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Sixty Thousand Six Hundred Eighty Four Dollars (\$60,684.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 82 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 82 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 83 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 83, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 83 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Three Hundred Seven Thousand Nine Hundred Fifty Eight Dollars (\$307,958.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 83 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 83 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 84 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 84, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item <u>84</u> described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Two Thousand Eight Hundred Seventeen Dollars (\$2,817.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 84 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 84 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 85 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 85, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 85 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Thirty Thousand Seven Hundred Ninety Four Dollars (\$30,794.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 85 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 85 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 86 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 86, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 86 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Six Thousand Nine Hundred Eleven Dollars (\$6,911.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 86 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 86 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 87 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 87, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 87 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Three Hundred Ninety Eight Thousand Two Hundred Sixty One Dollars (\$398,261.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 87 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 87 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 88 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 88, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 88 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Three Hundred Twenty Thousand Nine Hundred Ninety Four Dollars (\$320,994.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 88 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 88 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 89 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 89, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 89 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Seventeen Thousand Twenty Seven Dollars (\$17,027.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 89 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 89 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 90 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 90, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 90 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Eight Hundred Sixty Nine Dollars (\$869.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 90 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 90 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 91 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 91, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 91 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Thirteen Thousand Three Hundred Ninety Seven Dollars (\$13,397.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 91 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 91 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 92 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 92, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 92 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **One Hundred Forty Five Dollars (\$145.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 92 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 92 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 93 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 93, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 93 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Two Hundred Twenty One Thousand Three Hundred Five Dollars (\$221,305.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 93 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 93 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 94 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 94, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 94 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Ten Thousand Five Dollars** (\$10,005.00) in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 94 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 94 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 95 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 95, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 95 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Three Thousand Nine Hundred Forty One Dollars (\$3,941.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 95 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 95 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 96 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 96, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 96 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Thirty One Thousand Seven Hundred Six Dollars (\$31,706.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 96 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 96 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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

# FORM OF ACCEPTANCE CERTIFICATE NO. 97 of 141 FOR ENERGY SERVICES EQUIPMENT Appendix A Item 97, McKinstry December 13, 2021, as amended, Equipment Lease Purchase Agreement

Re: Equipment Lease Purchase Agreement (the "Lease") dated December 13, 2021, as amended, between JPMorgan Chase Bank, N.A., as Lessor, and the City and County of Denver, Colorado (the "City"), as Lessee.

To: JPMorgan Chase Bank, N.A. 1111 Polaris Parkway, Suite 4N Mail Suite OH1-1085 Columbus, Ohio 43240 Attn: Operations Managers Phone: 1-800-678-2601 E-mail: cefi.escrow.disbursement.request@jpmchase.com

and

U.S. Bank National Association Attn: Erica Fouks, Trust Finance Management, 60 Livingston Avenue, EP-MN-WS3T St. Paul, MN 55107-2292 E-mail: <u>Erica.Fouks@usabank.com</u>

In accordance with the Lease and a related Escrow Agreement, the undersigned City Representative hereby certifies and represents to, and agrees with the Lessor as follows:

(1) The Equipment described in the Lease at Exhibit A as Item 97 described for McKinstry have been delivered, installed, tested and accepted on the date hereof.

(2) The City has conducted such inspection and testing of this Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts this Equipment for all purposes.

(3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Lease) exists at the date hereof.

(4) The Lessor is hereby requested to approve the payment of, and the Escrow Agent is hereby requested to pay, the Vendor designated below as Payee, the sum of **Nine Thousand Three Hundred Ninety Six Dollars (\$9,396.00)** in payment of all of the cost of the acquisition, delivery, and testing of the Equipment listed at Item 97 described for McKinstry on Exhibit A to the Lease. Such amount is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition, delivery, installation and testing of the Equipment and has not formed the basis of any prior request for payment. The Equipment for which this payment is to be made is all of the "Equipment" listed at Item 97 described for McKinstry in Exhibit A to the Lease. Pursuant to paragraph 4 of the Escrow Agreement, the Escrow Agent is to notify the Manager of Finance that this payment has been made.

Payee's Federal ID Number:

(5) If all Acceptance Certificates have been completed with the processing of this Acceptance Certificate, then coincident with the payment of the Vendor pursuant to (4) above, the Escrow Agent is hereby directed to pay all amounts remaining in the Acquisition Fund in accordance with paragraph 4 of the Escrow Agreement.

City and County of Denver, Colorado, as Lessee

By: \_\_\_\_\_ Manager of General Services (as City Representative under the Lease)

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

APPROVED:

JPMorgan Chase Bank, N.A., as Lessor

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