## RICHARD T. BISSEN, JR. Mayor

**JOSIAH NISHITA**Managing Director





APPROVED FOR TRANSMITTAL

#### OFFICE OF THE MAYOR

COUNTY OF MAUI 200 SOUTH HIGH STREET WAILUKU, MAUI, HAWAI'I 96793

www.mauicounty.gov

August 12, 2024

Honorable Richard T. Bissen, Jr. Mayor, County of Maui 200 South High Street Wailuku, Hawaii 96793

For Transmittal to:

Honorable Yuki Lei K. Sugimura, Chair and Members of the Budget, Finance, and Economic Development Committee 200 South High Street Wailuku, Hawaii 96793

Dear Chair Sugimura:

SUBJECT: JOHNSON CONTROLS, INC. ENERGY PERFORMANCE CONTRACT (BFED-21(24))

Pursuant to your correspondence dated July 30, 2024, the following are responses to your questions:

1. An itemized list of expenditures made by JCI for the energy performance contract, to date.

Please see attached.

2. Any amended and restated advance funding authorizations for payments to JCI from Bank of Hawaii, from November 1, 2023, to date.

Please see attached.

3. The amount JCI has been overpaid for the work it conducted under the energy performance contract. Include an explanation of how JCI intends to spend the remaining overpaid funds.

As of August 8, 2024, JCI has been overpaid \$2,342,904. JCI intends to spend the remaining overpaid funds to complete the following items:

Additional interior LED lighting retrofit work on Molokai.

Yuki Lei K. Sugimura, Chair August 12, 2024 Page 2

- Ordinance 5434 compliant exterior lighting pilot project within Kalana O Maui Parking Lot
- Lahaina Aquatic Center, Kihei Aquatic Center, & Kokua Pool mechanical equipment retrofits (pumps, chlorination system, etc.)
- Purchase of (12) Tesla Model Y EV's
- Installation of (6) EV Charging stations at the Kalana O Maui Building
- Replacement of (6) drinking fountains within Kalana O Maui Building
- Replacement of roof at Kula Fire Station

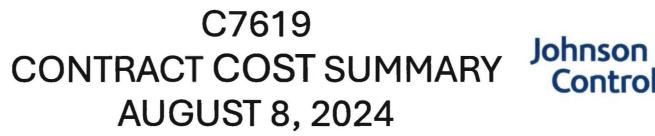
Should you have any questions, please contact me at ext. 8239.

Sincerely,

LESLEY MILNER
Budget Director

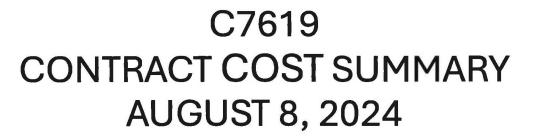
Attachments

cc: Leo Caires, Chief of Staff





DESCRIPTION	COSTS TO DATE
Total Material	\$1,169,409
Total Labor	\$2,813,757
Total Subcontracting	18,597,014
Expenses (travel, mileage, etc.)	\$406,665
General Excise Tax	\$593,160
TOTAL COST	\$23,580,006





FIM DESCRIPTION	COSTS TO DATE
FIM 1 Interior lighting	\$7,536,431
FIM 4 Electrical Transformers	\$1,011,065
FIM 5 Domestic Plumbing	\$2,696,150
FIM 6 Shower Towers	\$1,604,739
FIM 7 Irrigation Wells	\$1,876,761
FIM 8 OSHG Pools	\$7,390,848
FIM 9 Infiltration Reduction	\$501,439
FIM 10 Window Film	\$119,030
FIM 11 EV & EV Charging	\$593,753
Electrical Switchgear	\$249,790
TOTAL COST	\$23,580,006

8/8/2024 MAUI COUNTY CONTRACT C7619

#### CONDITIONAL BILL OF SALE

Effective upon receipt of payment for the Equipment (hereinefter defined), and for good and valuable consideration receipt of which is hereby acknowledged, JOHNSON CONTROLS, WC. ("Seller") does hereby grant bargein, sell, transfer and deliver unto BANK OF HAWAII ("Purchaser"), its successors and assigns, all of Seller's right, title to end interest in the equipment as shown in Exhibit A attached hereto and made a part hereof (the "Equipment").

TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns, forever.

Effective upon receipt of payment for the Equipment, Seller hereby warrants that it is the lawful owner of the Equipment described above and has good right to sell and convey the same; that title to such Equipment is free and clear of any and all claims, tiens and encumbrances of any nature; and that Seller will warrant and defend the same unto the Purchaser against the claims and demands of all persons.

IN WITNESS WHEREOF, Seller has caused this Conditional Bill of Sale to be executed by its duly authorized representative on this \_\_30th\_ day of \_\_\_ November \_\_\_, 2023\_ (the "Effective Date").

JOHNSON CONTROLS, INC.  By:  Name: Row Young  Its Area Operation (EAD	_
BV:	
Name:	_
Its	
Seller	

To the extent the County of Maul ("County") has any right, title to and interest in the Equipment, the County hereby also grants, bargains, sells, transfers and delivers unto Purchaser, its successors and assigns, all of the County's right, title to and interest in the Equipment, as of the Effective Date.

By:

Name:

Its

Scott K: Terrya

Director of Finance

By:

Name:

Its

County

APPROVED AS TO FORM AND LEGAL ITY

Deputy Corporation Counsel

County of Maul

6779630 v4

## **EXHIBIT A**

### **DESCRIPTION OF EQUIPMENT**

See Appendices 1 through 3, inclusive, to that certain investment Grade Audit dated September 21, 2022, prepared by Johnson Controls, inc. for Lessee's Energy Savings Performence Contracting project (the "IGA"), hereby incorporated by reference; such equipment being located at the Premises described in Appendices 5 and 6 to the IGA.

## AMENDED AND RESTATED ADVANCE FUNDING AUTHORIZATION

Upon execution, this Amended and Restated Advance Funding Authorization supersedes and replaces in entirety all previously executed Advance Funding Authorizations.

TO:

BANK OF HAWAII EQUIPMENT FINANCE P.O. BOX 2900 HONOLULU, HAWAII 96846

The following terms when used herein shall have the following meanings:

Lessor shall mean:

Bank of Hawaii, Equipment Finance

Lessor's address is:

P.O. Box 2900 Honolulu, Hawaii 96846

Lessee shall mean:

County of Maul

Lessee's mailing address is: 200 South High Street

Wailuku, Maui 96793

Vendor shall mean:

Johnson Controls, Inc.

Vendor's address is:

2065 Main St., Suite 101

Welluku, HI 96793

Equipment Lease Agreement shall mean that certain Equipment Lease Agreement No. 1474, dated September 30. 2022 and made by and between Lessor and Leasee for the lease of the Equipment. Unless otherwise defined herein, all terms used herein have the same meanings and definitions as set forth in the Equipment Lease Agreement.

Funding Date	Monthly Installment of the Advence for Disbursement	Amount of Principal Paid to Vendor	Amount of Interest Paid to Lessor	Cumulative Total of the Advance
30-Sep-2022	\$5,760,846.60	\$5,760,646.60	\$0.00	\$5,780,848.80
04-Nov-2022	\$3,466,609.41	\$3,456,387.96	\$10,221.45	\$9,227,256.01
30-Nov-2022	\$2,318,418.39	\$2,304,258.64	\$12,159.75	\$11,543,674.40
30-Dec-2022	\$1,457,714.36	\$1,440,161.65	\$17,552.71	\$13,001,388.76
30-Jan-2023	\$1,460,589.86	\$1,440,161.65	\$20,428.21	\$14,461,978.62
28-Feb-2023	\$2,325,515.77	\$2,304,258.64	\$21,257.13	\$16,787,494.39
30-Mar-2023	\$2,329,784.83	\$2,304,258.64	\$25,526.19	\$19,117,279.22
28-April-2023	\$604,164.44	\$576,064.68	\$28,099.78	\$19,721,443.68
30-May-2023	\$608,051.22	\$576,084.68	\$31,986.56	\$20,329,494.88
30-June-2023	\$608,007.03	\$576,064.66	\$31,942.37	\$20,937,501.91
28-July-2023	\$805,778.70	\$576,064.68	\$29,714.04	\$21,543,280.62
30-Aug-2023	\$612,098.01	\$576,064.66	\$38,033.35	\$22,155,378.63
29-Sep-2023	\$609,752.98	\$576,084.66	\$33,688.32	\$22,765,131.60
30-Oct-2023	\$611,833.98	\$578,084.66	\$35,769.32	\$23,376,965.59
30-Nov-2023	\$612,795.32	\$576,064.66	\$36,730.66	\$23,989,760.90

The Advance shall mean:

\$23,969,760,90

The monthly installment of the Advance to be disbursed on November 39, 2023 in the amount of \$612,795.32 shall be paid as follows: \$576,064,66 to Vendor, and \$36,730,66 to Lessor.

Disbursements of monthly installments of the Advance are limited to one disbursement per month, and each installment must be \$100,000.00 or more.

Installments must be in accordance with the formal project budget approved in writing by Lessor.

Equipment shall mean:

Energy conservation measures, as more particularly described in that certain investment Grade Audit dated September 21, 2022 for the project ("IGA").

Equipment location address is:

Various (as shown in the IGA)

Lessee hereby requests that Lessor disburse funds in the amount of the monthly installment of the Advance above. Accordingly, the Advance now equals the sum of: (i) all amounts actually paid to Vendor under the Equipment Lesse Agreement, plus the amount to be paid to Vendor pursuant to this Authorization, for the purchase of the Equipment pursuant to Vendor's Invoice(s) (as defined below) attached hereto; and ((ii) all amounts actually paid to Lessor for interest accrued, plus the amount to be paid to Lessor pursuant to this Authorization for interest accrued for the current monthly period. The amount to be disbursed concurrently herewith is the monthly installment amount indicated above for the applicable funding

LESSEE ACKNOWLEDGES THAT THE ADVANCE AMOUNT IS <u>CLIMULATIVE</u> OF ALL SUMS PREVIOUSLY DISBURSED UNDER THE EQUIPMENT LEASE AGREEMENT, PLUS THE AMOUNT REQUESTED TO BE DISBURSED FOR THIS MONTH. UPON COMPLETION OF THE CONSTRUCTION PERIOD, LESSEE ACKNOWLEDGES THERE SHALL BE <u>ONE</u> AGGREGATE OUTSTANDING ADVANCE, WHICH REPRESENTS THE SUM OF ALL DISBURSEMENTS MADE OVER THE CONSTRUCTION PERIOD.

Attached hereto are true, correct and complete copies of the following supporting documents for the Advance:

- (1) All government approvals, antitlements and permits required for the construction work to be paid by the Advance (collectively, the "Required Permits and Contracts");
- (2) All lien waivers from contractor(s) providing goods end/or services to be paid by the Advance (collectively, the "Lien Waivers");
- (3) All invoices for goods and/or services to be paid by the Advance (collectively, the "Invoices");
- (4) Conditional Bill of Sale, executed by JCI, with quitclaim joinder by Lesses, covering the equipment to be purchased by the Advance, and conveying to Lessor all right, title and interest in and to such equipment (the "Conditional Bill of Sale");
- (5) If requested by Lessor, the current project budget (the "Updated Budget");
- (6) If requested by Lessor, such third party reviews and inspections may be required by Lessor (collectively, the "Reviews and inspections"); and
- (7) Any other documents or information reasonably requested by Lessor (collectively, the "Other Required Items").

Lesses hereby certifies the following: (i) all invoices to be paid by the monthly installment hereunder shall be paid no later than the date of the next advance request; (ii) the amount of monthly installments shall be paid are in accordance with the formal budget approved in writing by Lessor; (iii) no default under the Equipment Lease Agreement or the Transaction Documents has occurred, and no event has occurred which, with the giving of notice, the lapse of time, or both, would be considered an event of default thereunder; (iv) all representations and warranties of Lesses in the Equipment Lease Agreement are true and correct in all material respects as of the time of this Authorization; and (v) Lesses has otherwise performed and compiled with all agreements and conditions contained in the Equipment Lease Agreement, the Advance Funding Addendum attached thereto, and all other Transaction Documents.

Lessee understands and agrees that the diabursements hersunder are being made pursuant to the terms and provisions of the Equipment Lesse Agreement and the Advance Funding Addendum attached thereto, both of which are incorporated herein.

Lessee understands and agrees that any monthly installments hereunder funded by Lessor from time to time shall be subject to Lessee's payment of rent and other expenses of the Lessor as more specifically described in the Advance Funding Addendum to the Equipment Lesse Agreement.

Lessee expressly acknowledges that it has selected the Equipment and the vendor, manufacturer, distributor and/or dealer (as applicable) of the Equipment, without any assistance or advice from the Lessor. Lessee also acknowledges that this Advance is being made at the request of Lessee, and that Lessor has merely agreed to purchase the Equipment pursuant to the Purchase Agreement, and to lease the Equipment to Lessee pursuant to the Equipment Lesse Agreement. Lessee further expressly acknowledges that neither Lessor nor any agent, employee or representative of Lessor has made any representations or warranties of any kind whatsoever with respect to the use, performance, fitness, condition or quality of the Equipment, and that Lessee is not relying on any such representations or warranties by the Lessor. LESSEE IS FULLY AWARE AND UNDERSTANDS THAT LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, RESPECTING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY. Lessee further understands and agrees that if the Equipment does not operate as represented by the vendor or any manufacturer, distributor or dealer, or is unsatisfactory for any other reason, Lessee will make any claim on account thereof solely against such vendor, manufacturer, distributor or dealer, and not against Lessor.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatories to the original or the same counterpart. For all purposes, including, without limitation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

The parties hereto agree that delivery of a signature page to, or an executed counterpart of, this document by facsimile, email transmission of a scanned image or other electronic means, shall be effective as delivery of an originally executed signature page or counterpart, and shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law. Alternatively, you agree to adopt your electronic signature below as your signatures and you are creating a valid, binding contract under the Federal Electronic Signatures in Global and National Commerce Act, the Hawaii Uniform Electronic Transactions Act and/or the Hawaii Uniform Commercial Code. You further acknowledge and agree that upon request you will deliver an original, fully executed copy of this document to Bank of Hawaii.

[The remainder of this page is intentionally left blank; signature page follows.]

The person(s) signing below hereby represent and warrant to Lessor that they are duly authorized to request the Advence on behalf of Lessee.

Dated:	20	
Attachmente:		COUNTY OF MAUI
1. Required Permits and Appi 2. Lien Welvers 3. Invoices 4. Conditional Bill of Sale 5. Updated Budget (if requesi 6. Reviews and Inspections (if 7. Other Required items (if re	ted by Lessor) If requested by Lessor)	By Name: Scott & Teruya Its: Director of Finance  By Name: Its:  APPROVED AS TO FORM AND LEGALITY  By: Support Corporation Coursel
		County of Maui

Required Permits and Approvals

N/A

Lien Walvers

# CONDITIONAL PARTIAL WAIVER OF LIEN - MATERIALS OR LABOR

JCI CONTRACT #2PYS0014

State of Hawaii

County of Maui

Date: 11/15/2023

To all whom it may concern:

Whereas we the undersigned, Johnson Controls, Inc., 2065 Main St, STE 101, Walluku, HI 96793, have been employed by: County of Maui to furnish Equipment for the property known as: See IOA Exhibit Site List contained in Contract No. C7619 between the County of Maui and Johnson Controls, Inc.

We, the undersigned, for and in consideration and upon receipt of the sum of: \$576,064.66 and other good and valuable considerations, do hereby waive and release any and all lien claim or right to lien of said above described building, property and/or contract tunds under the statutes of the State of Hawaii relating to Mechanic's liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the said company for said building and promises.

However, it is expressly stipulated that this partial waiver applies only to work done or materials, plans, or specifications furnished on or before 30th of Nov. 2023, not including retention or change orders billed prior to or after said date. The right to assert construction and/or mechanic's lien rights for work done or materials furnished after said date on said job is hereby expressly reserved. This waiver does not include any previously submitted yet unpaid invoices.

State of Hawaii County of Maui

Johnson Controls, Inc.

	FORM A: C	CONTRACTOR'S APPLICATION	and CEI	ITIFICATE OF PAYME	47		
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This Certificate as not negotiable. The AMOUNT CRETIFIED is payable only to de Subcustancer named boson. Interespe, payable and acceptance of payables are volunt projection to my rights of the Owner Contractor or the Subcustanter under this Contract.

Certified.

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## Conditional Bill of Sale

[UPON THE COUNTY OF MAUI'S EXECUTION OF THE CONDITIONAL BILL OF SALE, BOH TO INSERT]

ATTACHMENT 5
Updated Budget
N/A

Reviews and Inspections

N/A

ATTACHMENT 7
Other Required Items
N/A

. .

#### CONDITIONAL CERTIFICATE OF ACCEPTANCE

TO:

BANK OF HAWAII EQUIPMENT FINANCE P.O. BOX 2900 HONOLULU, HAWAII 96846

The undersigned hereby certifies that it has begun accepting the following equipment for purposes of commencing the Lessee's rental payment obligations under Equipment Lesse Agreement No. 1474 dated September 30, 2622, including without limitation the Advance Funding Addendum thereto, between the undersigned and BANK OF HAWAII, with respect to Exhibit 5461 to be executed upon final acceptance of the Equipment:

Quantity	Description of Equipment	Serial No.
	See Appendices 1 through 3, inclusive, to that certain investment Grade Audit dated September 21, 2022, prepared by Johnson Controls, inc. for Lessee's Energy Savings Performance Contracting project (the "IGA"), hereby incorporated by reference; such equipment being located at the Premises described in Appendices 5 and 6 to the IGA.	

The execution of this Certificate will in no way relieve or lessen the responsibility of the manufacturer or vendor of the equipment for any warranties it has made with respect to the same.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatories to the original or the same counterpart. For all purposes, including, without limitation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

The parties hereto agree that delivery of a signature page to, or an executed counterpart of, this document by facsimile, email transmission of a scanned image or other electronic means, shall be effective as delivery of an originally executed signature page or counterpart, and shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent end as provided for in any applicable law. Alternatively, you agree to edopt your electronic signature below as your signature and you are creating a valid, binding contract under the Federal Electronic Signatures in Global and National Commerca Act, the Hawaii Uniform Electronic Transactions Act and/or the Hawaii Uniform Commercial Code. You further acknowledge and agree that upon request you will deliver an original, fully executed copy of this document to Bank of Hawaii.

Dated:		20_
Dalan.	-	 . ZU

COUNTY OF MAUI
By facts seeing
Name: Scott K. Terruya
Its:Director of Finance
Ву
Name:
its:
APPROVED AS TO FORM AND LEGALITY  By:  Deputy Corporation Counsel  County of Maul
County of Meul

### CONDITIONAL BILL OF SALE

Effective upon receipt of payment for the Equipment (hereinafter defined), and for good and valuable consideration receipt of which is hereby acknowledged, JOHNSON CONTROLS, INC. ("Seller") does hereby grant bargain, sell, transfer and deliver unto BANK OF HAWAII ("Purchaser"), its successors and assigns, all of Seller's right, title to and interest in the equipment as shown in Exhibit A attached hereto and made a part hereof (the "Equipment").

TO HAVE AND TO HOLD the same unto Purcheser, its successors and assigns, forever.

Effective upon receipt of payment for the Equipment, Selier hereby warrants that it is the lawful owner of the Equipment described above and has good right to sell and convey the same; that title to such Equipment is free and clear of any and all claims, ilens and encumbrances of any nature; and that Selier will warrant and defend the same unto the Purchaser against the claims and demands of all persons.

JOHNSON CO	ONTROLS, INC.	
Name: Rits Augo	ON R. HONS	Lend
Ву:		
Name:		
its		
	Sali	er

To the extent the County of Maul ("County") has any right, title to and interest in the Equipment, the County hereby also grants, bargains, sells, transfers and delivers unto Purchaser, its successors and assigns, all of the County's right, title to and interest in the Equipment, as of the Effective Date.

By: Name: Scott K Terriya Its Director of Finance

By: Name: Its County

APPROVED AS TO FORM AND LEGALITY

Deputy Corporation Counse County of Maul

6779630.v4

## EXHIBIT A

## **DESCRIPTION OF EQUIPMENT**

See Appendices 1 through 3, inclusive, to that certain investment Grade Audit dated September 21, 2022, prepared by Johnson Controls, Inc. for Lesses's Energy Savings Performance Contracting project (the "IGA"), hereby incorporated by reference; such equipment being tocated at the Premises described in Appendices 5 and 6 to the IGA.

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TO: BANK OF HAWAII
EQUIPMENT FINANCE
P.O. BOX 2900
HONOLULU, HAWAII 96846

The undersigned hereby certifies that it has begun accepting the following equipment for purposes of commencing the Lesses's rental payment obligations under Equipment Lesse Agreement No. 1474 dated <u>Seatember 30. 2022</u>, including without limitation the Advance Funding Addendum thereto, between the undersigned and BANK OF HAWAII, with respect to Exhibit 5481 to be executed upon final acceptance of the Equipment:

Quantity	Description of Equipment	Serial No.
	See Appendices 1 through 3, inclusive, to that certain investment Grade Audit dated September 21, 2022, prepared by Johnson Controls, inc., for Lessee's Energy Savings Performance Contracting project (the "IQA"), hereby incorporated by reference; such equipment being located at the Premises described in Appendices 5 and 6 to the IQA.	

The execution of this Certificate will in no way relieve or lessen the responsibility of the manufacturer or vendor of the equipment for any warranties it has made with respect to the same.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatories to the original or the same counterpart. For all purposes, including, without ilmitation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

The parties hereto agree that delivery of a signature page to, or an executed counterpart of, this document by facsimile, email transmission of a scanned image or other electronic means, shall be effective as delivery of an originally executed signature page or counterpart, and shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law. Alternatively, you agree to adopt your electronic signature below as your signature and you are creating a valid, binding contract under the Federal Electronic Signatures in Global and National Commerce Act, the Hawaii Uniform Electronic Transactions Act and/or the Hawaii Uniform Commercial Code. You further acknowledge and agree that upon request you will deliver an original, fully executed copy of this document to Bank of Hawaii.

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. 20

COUNTY OF MAUI
by Chroskand
Name: Scott K. Teruya ha: Director of Finance
Ву
Name:
lta:
APPROVED AS TO FORM AND LEGALITY  By: Low STOCK County of Mauli

### AMENDED AND RESTATED ADVANCE FUNDING AUTHORIZATION

Upon execution, this Amended and Restated Advance Funding Authorization supersedes and replaces in entirety all previously executed Advance Funding Authorizations.

TO:

BANK OF HAWAII **EQUIPMENT FINANCE** P.O. BOX 2900

HONOLULU, HAWAII 96848

The following terms when used herein shall have the following meanings:

Lessor shall mean:

Bank of Hawaii, Equipment Finance

Lessor's address is:

P.O. Box 2900

Honolulu, Hawaii 96846

Lessee shall mean:

County of Maui Leasee's mailing address is: 200 South High Street

Wailuku, Maui 96793

Vendor shall mean: Vendor's address is: Johnson Controls, Inc. 2065 Main St., Suite 101

Wailuku, HI 96793

Equipment Lease Agreement shall mean that certain Equipment Lease Agreement No. 1474, dated September 30. 2022 and made by and between Lassor and Lessee for the lesse of the Equipment, Unless otherwise defined herein, all terms used herein have the same meanings and definitions as set forth in the Equipment Lease Agreement.

Funding Date	Monthly installment of the Advance for Disbursement	Amount of Principal Paid to Vandor	Amount of Interest Paid to Lessor	Cumulative Total of the Advence		
30-Sep-2022	\$5,780,648.60	\$5,760,646.60	\$0.00	\$5,780,646.60		
04-Nov-2022	\$3,466,609.41	\$3,456,387.98	\$10,221.45	\$9,227,256.01		
30-Nov-2022	\$2,318,418.39	\$2,304,258.64	\$12,159.75	\$11,543,674.40		
30-Dec-2022	\$1,457,714.38	\$1,440,161.65	\$17,552.71	\$13,001,388.76		
30-Jan-2023	\$1,480,589.86	\$1,440,161.65	\$20,428.21	\$14,461,978.62		
28-Feb-2023	\$2,325,515.77	\$2,304,258.64	\$21,257.13	\$16,787,494.39		
30-Mar-2023	\$2,329,784.83	\$2,304,258.64	\$25,528.19	\$19,117,279.22		
28-April-2023	\$604,164.44	\$576,064.66	\$28,099.78	\$19,721,443.66		
30-May-2023	\$608,051.22	\$576,064.66	\$31,986.56	\$20,329,494.88		
30-June-2023	\$608,007.03	\$576,064.66	\$31,942.37	\$20,937,501.91		
28-July-2023	\$605,778.70	\$576,064.66	\$29,714.04	\$21,543,280.62		
30 Aug 2023	\$612,098.01	\$576,084.66	\$38,033.35	\$22,155,378.63		
29-Sep-2023	\$609,752.98	\$576,084.66	\$33,688.32	\$22,765,131.60		
30-Oct-2023	\$611,833.98	\$576,084.66	\$35,769.32	\$23,376,965.59		
30-Nov-2023	\$812,795.32	\$576,064.66	\$36,730.66	\$23,989,760.90		
29-Dec-2023	\$811,326.32	\$576,064.66	\$35,261.66	\$24,601,087.22		

The Advance shall mean:

\$24,601,087,22

The monthly installment of the Advance to be disbursed on December 29, 2023 in the amount of \$611,326,32 shall be paid as follows: \$576.064.66 to Vendor, and \$35.261.66 to Lessor.

Disbursements of monthly installments of the Advance are limited to one disbursement per month, and each installment must be \$100,000.00 or more. Installments must be in accordance with the formal project budget approved in writing by Lessor.

Equipment shall mean:

Energy conservation measures, as more particularly described in that certain investment Grade Audit dated September 21, 2022 for the project ("IGA").

Equipment location address is:

Various (as shown in the IGA)

Lessee hereby requests that Lessor disburse funds in the amount of the <u>monthly installment</u> of the Advance above. Accordingly, the Advance now equals the sum of: (i) all amounts actually paid to Vendor under the Equipment Lesse Agreement, plus the amount to be paid to Vendor pursuant to this Authorization, for the purchase of the Equipment pursuant to Vendor's invoice(s) (as defined below) attached hereto; and (ii) all amounts actually paid to Lessor for interest accrued, plus the amount to be paid to Lessor pursuant to this Authorization for interest accrued for the current monthly period. The amount to be disbursed concurrently herewith is the monthly installment amount indicated above for the applicable funding date.

LESSEE ACKNOWLEDGES THAT THE ADVANCE AMOUNT IS <u>CUMULATIVE</u> OF ALL SUMS PREVIOUSLY DISBURSED UNDER THE EQUIPMENT LEASE AGREEMENT, PLUS THE AMOUNT REQUESTED TO BE DISBURSED FOR THIS MONTH. UPON COMPLETION OF THE CONSTRUCTION PERIOD, LESSEE ACKNOWLEDGES THERE SHALL BE <u>ONE</u> AGGREGATE OUTSTANDING ADVANCE, WHICH REPRESENTS THE SUM OF ALL DISBURSEMENTS MADE OVER THE CONSTRUCTION PERIOD.

Attached hereto are true, correct and complete copies of the following supporting documents for the Advance:

- All government approvals, entitlements and permits required for the construction work to be paid by the Advance (collectively, the "Required Permits and Contracte");
- (2) All lien waivers from contractor(s) providing goods and/or services to be paid by the Advance (collectively, the "Lien Waivers");
- (3) All invoices for goods end/or services to be paid by the Advance (collectively, the "invoices"):
- (4) Conditional Bill of Sale, executed by JCI, with quitclaim joinder by Lessee, covering the equipment to be purchased by the Advance, and conveying to Lessor all right, title and Interest in and to such equipment (the "Conditional Bill of Sale");
- (5) If requested by Lassor, the current project budget (the "Updated Budget");
- (6) If requested by Lessor, such third party reviews and inspections may be required by Lessor (collectively, the "Reviews and inspections"); and
- (7) Any other documents or Information reasonably requested by Lessor (collectively, the "Other Required Items").

Lessee hereby certifies the following: (i) all invoices to be paid by the monthly installment hereunder shall be paid no later than the date of the next advance request; (ii) the amount of monthly installments shall be paid are in accordance with the formal budget approved in writing by Lessor; (iii) no default under the Equipment Lesse Agreement or the Transaction Documents has occurred, and no event has occurred which, with the giving of notice, the lapse of time, or both, would be considered an event of default thereunder; (iv) all representations and warranties of Lessee in the Equipment Lesse Agreement are true and correct in all material respects as of the time of this Authorization; and (v) Lessee has otherwise performed and complied with all agreements and conditions contained in the Equipment Lesse Agreement, the Advance Funding Addendum attached thereto, and all other Transaction Documents.

Lessee understands and agrees that the disbursements hereunder are being made pursuant to the terms and provisions of the Equipment Lesse Agreement and the Advance Funding Addendum attached thereto, both of which are incorporated herein.

Lessee understands and agrees that any monthly installments hereunder funded by Lessor from time to time shall be subject to Lessee's payment of rent and other expenses of the Lessor as more specifically described in the Advance Funding Addendum to the Equipment Lesse Agreement.

Lessee expressly acknowledges that it has selected the Equipment and the vendor, manufacturer, distributor and/or dealer (as applicable) of the Equipment, without any assistance or advice from the Lessor. Lessee also acknowledges that this Advance is being made at the request of Lessee, and that Lessor has merely agreed to purchase the Equipment pursuant to the Purchase Agreement, and to lease the Equipment to Lessee pursuant to the Equipment Lesse Agreement. Lessee further expressly acknowledges that neither Lessor nor any agent, employee or representative of Lessor has made any representations or warranties of any kind whatsoever with respect to the use, performance, fitness, condition or quality of the Equipment, and that Lessee is not relying on any such representations or warranties by the Lessor. LESSEE IS FULLY AWARE AND UNDERSTANDS THAT LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, RESPECTING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY. Lessee further understands and agrees that if the Equipment does not operate as represented by the vendor or any manufacturer, distributor or dealer, or is unsatisfactory for any other reason, Lessee will make any claim on account thereof solely against such vendor, manufacturer, distributor or dealer, and not against Lessor.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatories to the original or the same counterpart. For all purposes, including, without limitation, filling and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

The parties hereto agree that delivery of a signature page to, or an executed counterpart of, this document by facsimile, small transmission of a scanned image or other electronic means, shall be effective as delivery of an originally executed signature page or counterpart, and shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law. Alternatively, you agree to adopt your electronic signature below as your signature and you are creating a valid, binding contract under the Federal Electronic Signatures in Global and National Commerce Act, the Hawaii Uniform Electronic Transactions Act and/or the Hawaii Uniform Commercial Code. You further acknowledge and agree that upon request you will deliver an original, fully executed copy of this document to Bank of Hawaii.

[The remainder of this page is intentionally left blank; signature page follows.]

The person(s) signing below hereby represent and warrant to Lessor that they are duly authorized to request the Advance on behalf of Lessoe.

Deted: 20	
Attachments:	COUNTY OF MAUI
I. Required Permits and Approvals 2. Lian Waivers 3. Invoices 4. Conditional Bill of Sale 5. Updated Budget (If requested by Lessor) 6. Reviews and Inspections (If requested by Lessor) 7. Other Required Items (If requested by Lessor)	Name: Scott K. Teruya Its: Director of Pinance  By Name: Its:
	By Corporation Counsel County of Meui

Required Permits and Approvals

N/A

Lien Walvers

# CONDITIONAL PARTIAL WAIVER OF LIEN - MATERIALS OR LABOR

JCI CONTRACT #2PYS0014

State of Hawaii

County of Maui

Date: 12/18/2023

To all whom it may concern:

Whereas we the undersigned, Johnson Controls, Inc., 2065 Main St. STE 101, Wailuku, H1 96793, have been employed by: County of Maui to furnish Equipment for the property known as: See IGA Exhibit Site List contained in Contract No. C7619 between the County of Maui and Johnson Controls. Inc.

We, the undersigned, for and in consideration and upon receipt of the sum of: \$576,064,66 and other good and valuable considerations, do hereby waive and release any and all lien claim or right to lien of said above described building, property and/or contract funds under the statutes of the State of Hawaii relating to Mechanic's liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the said company for said building and premises.

However, it is expressly stipulated that this partial waiver applies only to work done or materials, plans, or specifications furnished on or before 29th of Dec. 2023, not including retention or change orders billed prior to or after said date. The right to assert construction and/or mechanic's lien rights for work done or materials furnished after said date on said job is hereby expressly reserved. This waiver does not include any previously submitted yet unpaid invoices.

State of Hawaii County of Maui

Johnson Controls, Inc.

BR43

## ATTACHMENT 3 Involces

### FORM A: CONTRACTOR'S APPLICATION and CERTIFICATE for PAYMENT

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	for accordance with the Contract Documents, based on on-site observations and the data comprising the				K-KUS	Dat 12/16	9/2023		
	Johanna Controls Inc. certifies to the Owner the				/ //		/		
knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in					ificult is not negotiable. The AMOUNT CLI				
	he Contract Documents, and the Subcontractor of	entitled	is payment of the Amount		ictor named havens, leasurese, payeress and a				
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## Conditional Bill of Sale

[UPON THE COUNTY OF MAUI'S EXECUTION OF THE CONDITIONAL BILL OF SALE, BOH TO INSERT]

ATTACHMENT 5
Updated Budget

N/A

Reviews and Inspections

N/A

Other Required Items

#### CONDITIONAL CERTIFICATE OF ACCEPTANCE

TO: BANK OF HAWAII
EQUIPMENT FINANCE
P.O. BOX 2900
HONOLULU, HAWAII 96846

The undersigned hereby certifies that it has begun accepting the following equipment for purposes of commencing the Lessee's rental payment obligations under Equipment Lease Agreement No. 1474 dated September 39, 2022, including without limitation the Advance Funding Addendum thereto, between the undersigned and BANK OF HAWAII, with respect to Exhibit 5461 to be executed upon final acceptance of the Equipment:

Quantity	Description of Equipment	Serial No.
	See Appendices 1 through 3, inclusive, to that certain investment Grade Audit dated September 21, 2022, prepared by Johnson Controls, inc. for Lessee's Energy Savings Performance Contracting project (the "IGA"), hereby incorporated by reference; such equipment being located at the Premises described in Appendices 5 and 6 to the IGA.	

The execution of this Certificate will in no way relieve or lessen the responsibility of the manufacturer or vendor of the equipment for any warranties it has made with respect to the same.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatories to the original or the same counterpart. For all purposes, including, without limitation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

The parties hereto agree that delivery of a signature page to, or an executed counterpart of, this document by facsimile, email transmission of a scanned image or other electronic means, shall be effective as delivery of an originally executed signature page or counterpart, and shall be of the same legal effect, validity or enforceability as a menually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law. Alternatively, you agree to adopt your electronic signature below as your signature and you are creating a valid, binding contract under the Faderal Electronic Signatures in Global and National Commerce Act, the Hawaii Uniform Electronic Transactions Act and/or the Hawaii Uniform Commercial Code. You further acknowledge and agree that upon request you will deliver an original, fully executed copy of this document to Bank of Hawaii.

Dated-	20

COUNTY OF MAUI
Name Scott K. Terliya Na: Finance Director
By
ita:
By: County of Maui

#### CONDITIONAL BILL OF SALE

Effective upon receipt of payment for the Equipment (hereinafter defined), and for good and valuable consideration receipt of which is hereby acknowledged, JOHNSON CONTROLS, INC. ("Seller") does hereby grant bargain, sell, transfer and deliver unto BANK OF HAWAII ("Purchaser"), its successors and assigns, all of Seller's right, title to and interest in the equipment as shown in Exhibit A attached hereto and made a part hereof (the "Equipment").

TO HAVE AND TO HOLD the same unto Purchaser, its successors and essigns, forever.

Effective upon receipt of payment for the Equipment, Seller hereby warrants that it is the lawful owner of the Equipment described above and has good right to sell and convey the same; that title to such Equipment is free and clear of any and all claims, liens and encumbrances of any nature; and that Seller will warrant and defend the same unto the Purchaser against the claims and demands of all persons.

IN WITNESS WHEREOF, Seller has caused this Conditional Bill of Sale to be executed by its duly authorized representative on this 30th day of \_\_\_\_\_\_, 2024\_ (the "Effective Date").

> JOHNSON CONTROLS, INC. IIS ALER MONATIONS LEMD Name Its Seller

To the extent the County of Maul ("County") has any right, title to and interest in the Equipment, the County hereby also grants, bargains, sells, transfers and delivers unto Purchaser, its successors and assigns, all of the County's right, title to and interest in the Equipment, as of the Effective Date.

> COUNTY OF MAUI Name: Scott K. Finance Direc Its Its County

County of Maui

#### **EXHIBIT A**

#### **DESCRIPTION OF EQUIPMENT**

See Appendices 1 through 3, inclusive, to that certain investment Grade Audit dated September 21, 2022, prepared by Johnson Controls, Inc. for Lessee's Energy Sevings Performance Contracting project (the "IGA"), hereby incorporated by reference; such equipment being located at the Premises described in Appendices 5 and 6 to the IGA.

#### AMENDED AND RESTATED **ADVANCE FUNDING AUTHORIZATION**

Upon execution, this Amended and Restated Advance Funding Authorization supersedes and replaces in entirety all previously executed Advance Funding Authorizations.

TO: BANK OF HAWAII **EQUIPMENT FINANCE** P.O. BOX 2900 HONOLULU, HAWAII 96846

The following terms when used herein shall have the following meanings:

Lessor shall mean:

Bank of Hawaii, Equipment Finance

Lessor's address is:

P.O. Box 2900

Honolulu, Hawaii 96846

Lessee shall mean:

County of Maui Lessee's mailing address is: 200 South High Street

Wailuku, Maui 96793

Vendor shall mean:

Johnson Controls, Inc.

Vendor's address is:

2065 Main St., Suite 101

Wailuku, HJ 96793

Equipment Lease Agreement shall mean that certain Equipment Lease Agreement No 1474, dated September 30, 2022 and made by and between Lessor and Lessee for the lease of the Equipment. Unless otherwise defined herein, all terms used herein have the same meanings and definitions as set forth in the Equipment Lease Agreement,

Funding Date	Monthly Installment of the Advance for Disbursement	Amount of Principal Paid to Vendor	Amount of Interest Paid to Lessor	Cumulative Total of the Advance
30-Sep-2022	\$5,760,646.60	\$5,760,646.60	\$0.00	\$5,760,646.60
04-Nov-2022	\$3,466,609.41	\$3,456,387.96	\$10,221.45	\$9,227,256.01
30-Nov-2022	\$2,316,418.39	\$2,304,258.64	\$12,159.75	\$11,543,674.40
30 Dec 2022	\$1,457,714.36	\$1,440,161.65	\$17,552.71	\$13,001,388.76
30-Jan 2023	\$1,460,589.86	\$1,440,161.65	\$20,428.21	\$14,461,978.62
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30-May-2023	\$608.051.22	\$576,064.66	\$31,986.56	\$20,329,494.88
30-June-2023	\$608,007.03	\$576,064.66	\$31,942.37	\$20,937,501.91
28-July-2023	\$605,778.70	\$576,064.66	\$29,714.04	\$21,543,280.62
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30-Oct-2023	\$611,833.98	\$576,064.66	\$35,769.32	\$23,376,965.59
30-Nov-2023	\$612,795.32	\$576,064.66	\$36,730.66	\$23,989,760.90
29-Dec-2023	\$611,326.32	\$576,064.66	\$35,261.66	\$24,601,087.22
30-Jan-2024	\$615,965.60	\$576,064.66	\$39,900.94	\$25,217,052.82

The Advance shall mean:

\$25.217.052.82

The monthly installment of the Advance to be disbursed on January 30, 2024 in the amount of \$615,965,60 shall be pa'd as follows: \$576.064.66 to Vendor, and \$39.900.94 to Lassor

Disbursements of monthly installments of the Advance are ilmited to one disbursement per month, and each installment must be \$100,000.00 or more. Installments must be in accordance with the formal project budget approved in writing by Lessor.

Equipment shall mean:

Energy conservation measures, as more particularly described in that certain investment Grade Audit dated September 21, 2022 for the project ("IGA").

Equipment location address is:

Various (as shown in the IGA)

Lessee hereby requests that Lessor disburse funds in the amount of the <u>monthly installment</u> of the Advance above. Accordingly, the Advance now equals the sum of: (i) all amounts actually paid to Vendor under the Equipment Lesse Agreement, plus the amount to be paid to Vendor pursuant to this Authorization, for the purchase of the Equipment pursuant to Vendor's Invoice(s) (as defined below) attached hereto; and (ii) all amounts actually paid to Lessor for interest accrued, plus the amount to be paid to Lessor pursuant to this Authorization for interest accrued for the current monthly period. The amount to be disbursed concurrently herewith is the monthly installment amount Indicated above for the applicable funding date.

LESSEE ACKNOWLEDGES THAT THE ADVANCE AMOUNT IS <u>CUMULATIVE</u> OF ALL SUMS PREVIOUSLY DISBURSED UNDER THE EQUIPMENT LEASE AGREEMENT, PLUS THE AMOUNT REQUESTED TO BE DISBURSED FOR THIS MONTH. UPON COMPLETION OF THE CONSTRUCTION PERIOD, LESSEE ACKNOWLEDGES THERE SHALL BE <u>ONE</u> AGGREGATE OUTSTANDING ADVANCE, WHICH REPRESENTS THE SUM OF ALL DISBURSEMENTS MADE OVER THE CONSTRUCTION PERIOD.

Attached hereto are true, correct and complete copies of the following supporting documents for the Advance:

- All government approvals, entitlements and permits required for the construction work to be paid by the Advance (collectively, the "Required Permits and Contracts");
- (2) All lien waivers from contractor(s) providing goods and/or services to be paid by the Advance (collectively, the "Lien Waivers");
- (3) All invoices for goods and/or services to be paid by the Advance (collectively, the "Invoices");
- (4) Conditional Bill of Sale, executed by JCI, with quitclaim joinder by Lessee, covering the equipment to be purchased by the Advance, and conveying to Lessor all right, title and Interest in and to such equipment (the "Conditional Bill of Sale");
- (5) If requested by Lessor, the current project budget (the "Updated Budget");
- (6) If requested by Lessor, such third party reviews and inspections may be required by Lessor (collectively, the "Reviews and Inspections"); and
- (7) Any other documents or Information reasonably requested by Lessor (collectively, the "Other Required Items").

Lessee hereby certifies the following: (i) all invoices to be paid by the monthly installment hereunder shall be paid no later than the date of the next advance request; (ii) the amount of monthly installments shall be paid are in accordance with the formal budget approved in writing by Lessor, (iii) no default under the Equipment Lesse Agreement or the Transaction Documents has occurred, and no event has occurred which, with the giving of notice, the lapse of time, or both, would be considered an event of default thereunder; (iv) all representations and warranties of Lessee in the Equipment Lesse Agreement are true and correct in all material respects as of the time of this Authorization; and (v) Lessee has otherwise performed and compiled with all agreements and conditions contained in the Equipment Lesse Agreement, the Advance Funding Addendum attached thereto, and all other Transaction Documents.

Lessee understands and agrees that the disbursements hereunder are being made pursuant to the terms and provisions of the Equipment Lease Agreement and the Advance Funding Addendum attached thereto, both of which are incorporated herein.

Lessee understands and agrees that any monthly installments hereunder funded by Lessor from time to time shall be subject to Lessee's payment of rent and other expenses of the Lessor as more specifically described in the Advance Funding Addendum to the Equipment Lesse Agreement.

Lessee expressly acknowledges that it has selected the Equipment and the vendor, manufacturer, distributor and/or dealer (as applicable) of the Equipment, without any assistance or advice from the Lessor. Lessee also acknowledges that this Advance is being made at the request of Lessee, and that Lessor has merely agreed to purchase the Equipment pursuant to the Purchase Agreement, and to lease the Equipment to Lessee pursuant to the Equipment Lesse Agreement. Lessee further expressly acknowledges that neither Lessor nor any agent, employee or representative of Lessor has made any representations or warranties of any kind whatsoever with respect to the use, performance, fitness, condition or quality of the Equipment, and that Lessee is not relying on any such representations or warranties by the Lessor. LESSEE IS FULLY AWARE AND UNDERSTANDS THAT LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, REPRECTING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY. Lessee further understands and agrees that if the Equipment does not operate as represented by the vendor or any manufacturer, distributor or dealer, or is unsatisfactory for any other reason, Lessee will make any claim on account thereof solely against such vendor, manufacturer, distributor or dealer, and not against Lessor.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstending all of the parties are not signatories to the original or the same counterpart. For all purposes, including, without limitation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

The parties hereto agree that delivery of a signature page to, or an executed counterpart of, this document by facsimile, email transmission of a scanned image or other electronic means, shall be effective as delivery of an originally executed signature page or counterpart, and shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided executed signature leave. Alternatively, you agree to adopt your electronic signature below as your signature and you are creating a valid, binding contract under the Federal Electronic Signatures in Global and National Commerce Act, the Hawaii Uniform Electronic Transections Act and/or the Hawaii Uniform Commercial Code. You further acknowledge and agree that upon request you will deliver an original, fully executed copy of this document to Bank of Hawaii.

(The remainder of this page is intentionally left blank; signature page follows.)

The person(s) signing below hereby represent and warrant to Lessor that they are duly authorized to request the Advance on behalf of Lessee.

Dated: 20	
Attachments:	COUNTY OF MAUI
1. Required Permits and Approvals 2. Lien Waivers 3. Invoices 4. Conditional Bill of Sale 5. Updated Budget (If requested by Lessor) 6. Reviews and Inspections (If requested by Lessor) 7. Other Required Items (If requested by Lessor)	By Scott K. Teruya Its: Finance Directot  By Name: Rs:
	By: Deputy Corporation Counsel

Required Permits and Approva's

Lien Waivers

## CONDITIONAL PARTIAL WAIVER OF LIEN - MATERIALS OR LABOR

JCI CONTRACT #2PYS0014

State of Hawaii

County of Maui

Date: 01/16/2024

To all whom it may concern:

Whereas we the undersigned, Johnson Controls, Inc., 2065 Main St, STE 101, Wailuku, III 96793, have been employed by: County of Maui to furnish Equipment for the property known as: See IGA Exhibit Site List contained in Contract No. C7619 between the County of Maui and Johnson Controls, Inc.

We, the undersigned, for and in consideration and upon receipt of the sum of: \$576,064.66 and other good and valuable considerations, do hereby waive and release any and all lien claim or right to lien of said above described building, property and/or contract funds under the statutes of the State of Hawaii relating to Mechanic's liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the said company for said building and premises.

However, it is expressly stipulated that this partial waiver applies only to work done or materials, plans, or specifications furnished on or before 30th of Jan 2024, not including retention or change orders billed prior to or after said date. The right to assert construction and/or mechanic's lien rights for work done or materials furnished after said date on said job is hereby expressly reserved. This waiver does not include any previously submitted yet unpaid invoices.

State of Hawaii County of Maui

Johnson Controls, Inc.

KD47

### ATTACHMENT 3 Invoices

#### FORM A: CONTRACTOR'S APPLICATION and CERTIFICATE for PAYMENT

Contractor	Johnson Controls, Inc.	Preyect	Man County ESPL Phase!	-	1		Distribution
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	To great and year year.	17,94			Comment Date 5/6/2022	,	_
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				I CILIC	BLAI CONTRACT SUM		\$ 18,809,233,00
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	FINAL APPLICATION FOR PAYMENT:						
CONTRACTOR'S CERTIFICATE for PAYMENT"				-	Amorna Certified: \$ \$		174,044 66
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, Johnson Controls Inc. certifies to the Owner that to the best of the Contractor's knowledge, information and belief the Work has progressed at indicated, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the Amount					PLY 9		nly to the
secondance with the Contract Documents, and the Surconductor is entitled to payment of the Annual Contract.					nractor manach berein. Issuantic, payment an eights of the Owner, Contractor on the Suben		

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#### Conditional Bill of Sale

(UPON THE COUNTY OF MAUI'S EXECUTION OF THE CONDITIONAL BILL OF SALE, BOH TO INSERT)

**Updated Budget** 

#### Reviews and Inspections

Other Required Items

#### CONDITIONAL CERTIFICATE OF ACCEPTANCE

TO: BANK OF HAWAII EQUIPMENT FINANCE

P.O. BOX 2900

HONOLULU, HAWAII 96846

The undersigned hereby certifies that it has begun accepting the following equipment for purposes of commencing the Lessee's rental payment obligations under Equipment Lesse Agreement No. 1474 dated <u>September 30. 2022</u>, including without limitation the Advance Funding Addendum thereto, between the undersigned and BANK OF HAWAII, with respect to Exhibit 5461 to be executed upon final acceptance of the Equipment:

Quantity	Description of Equipment	Serial No.
	See Appendices 1 through 3, inclusive, to that certain investment Grade Audit dated September 21, 2022, prepared by Johnson Controls, inc. for Lessee's Energy Savings Performance Contracting project (the "IGA"), hereby incorporated by reference; such equipment being located at the Premises described in Appendices 5 and 6 to the IGA.	

The execution of this Certificate will in no way relieve or lessen the responsibility of the manufacturer or vendor of the equipment for any warranties it has made with respect to the same.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatories to the original or the same counterpart. For all purposes, including, without limitation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

The parties hereto agree that delivery of a signature page to, or an executed counterpart of, this document by facsimile, email transmission of a scanned image or other electronic means, shall be effective as delivery of an originally executed signature page or counterpart, and shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law. Alternatively, you agree to adopt your electronic signature below as your signature and you are creating a valid, binding contract under the Federal Electronic Signatures in Global and National Commerce Act, the Hawaii Uniform Electronic Transactions Act and/or the Hawaii Uniform Commercial Code. You further acknowledge and agree that upon request you will deliver an original, fully executed copy of this document to Bank of Hawaii.

Dated: , 20

COUNTY OF MAUI	
Name: Steve Tesore Name: Deputy Finance Director	
By	
By: Deputy Corporation Counse:	

#### CONDITIONAL BILL OF SALE

Effective upon receipt of payment for the Equipment (hereinafter defined), and for good and valueble consideration receipt of which is hereby acknowledged, JOHNSON CONTROLS, INC. ("Seller") does hereby grant bergain, sell, transfer and deliver unto BANK OF HAWAII ("Purchaser"), its successors and assigns, all of Seller's right, title to and interest in the equipment as shown in Exhibit A attached hereto and made a part hereof (the "Equipment").

TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns, forever.

Effective upon receipt of payment for the Equipment, Seller hereby warrants that it is the lawful owner of the Equipment described above and has good right to sell and convey the same; that title to such Equipment is free and clear of any and all claims, liens and encumbrances of any nature; and that Seller will warrant and defend the same unto the Purchaser against the claims and demands of all persons.

IN WITNESS WHEREOF, Seller has caused this Conditional Bill of Sale to be executed by its duly authorized representative on this \_\_29th\_ day of \_\_\_\_February \_\_\_\_, 2024\_\_ (the "Effective Date").

JOHNS	SON CONTROLS, INC.	
and the second	2R4-	
Nar Its	no: Ray bonk ANON OPPURITORS LEMO	
By:	na-	
lts	110.	
	Seller	

To the extent the County of Maul ("County") has any right, title to and interest in the Equipment, the County hereby also grants, bargains, soils, transfers and delivers unto Purchaser, its successors and assigns, all of the County's right, title to and interest in the Equipment, as of the Effective Date.

By:
Name: Steve Tesoro
tts Deputy Finance Director

By:
Name:
tts

County

APPROVED AS TO FORM AND LEGALITY,

Sy.

Depthy Corporation Counsel

County of Maui

#### EXHIBIT A

#### **DESCRIPTION OF EQUIPMENT**

See Appendices 1 through 3, Inclusive, to that certain Investment Grade Audit dated September 21, 2022, prepared by Johnson Controls, Inc. for Lessee's Energy Savings Performance Contracting project (the "IGA"), hereby incorporated by reference; such equipment being located at the Premises described in Appendices 5 and 6 to the IGA.

#### AMENDED AND RESTATED ADVANCE FUNDING AUTHORIZATION

Upon execution, this Amended and Restated Advance Funding Authorization supersedes and replaces in entirety all previously executed Advance Funding Authorizations.

TO: BANK OF HAWAII **EQUIPMENT FINANCE** P.O. BOX 2900

HONOLULU, HAWAII 96846

The following terms when used herein shall have the following meanings:

Lessor shall mean:

Bank of Hawaii, Equipment Finance

Lessor's address is:

P.O. Box 2900 Honolulu, Hawaii 96846

Lessee shall mean:

County of Maui Lessee's malling address is: 200 South High Street

Walluku, Maul 96793

Vendor shall mean:

Johnson Controls, Inc.

Vendor's address is:

2065 Main St., Suite 101

Wailuku, HI 96793

Equipment Lease Agreement shall mean that certain Equipment Lease Agreement No. 1474, dated Saptembar 30, 2022 and made by and between Lessor and Lessee for the lease of the Equipment. Unless otherwise defined herein, all terms used herein have the same meanings and definitions as set forth in the Equipment Lease Agreement.

Funding Date	Monthly Installment of the Advance for Disbursement	Amount of Principal Paid to Vendor	Amount of Interest Paid to Lessor	Cumulative Total of the Advance
30-Sep-2022	\$5,760,646.60	\$5,780,848.60	\$0.00	\$5,760,646.60
04-Nov-2022	\$3,466,609,41	\$3,456,387.98	\$10,221.45	\$9,227,256.01
30-Nov-2022	\$2,316,418.39	\$2,304,258.64	\$12,159.75	\$11,543,674.40
30-Dec-2022	\$1,457,714.36	\$1,440,161.65	\$17,552.71	\$13,001,388.76
30 Jan-2023	\$1,460,589.86	\$1,440,161.65	\$20,428.21	\$14,461,978.62
28-Feb-2023	\$2,325,515.77	\$2,304,258.64	\$21,257.13	\$16,787,494.39
30-Mar-2023	\$2,329,784.83	\$2,304,258.64	\$25,526.19	\$19,117,279.22
28-April-2023	\$604,164.44	\$576,064.68	\$28,099.78	\$19,721,443.66
30 May-2023	\$608,051.22	\$576,064.66	\$31,986.56	\$20,329,494.88
30-June-2023	\$608,007.03	\$576,064.66	\$31,942.37	\$20,937,501.91
28-July-2023	\$605,778.70	\$578,084.66	\$29,714.04	\$21,543,280.62
30-Aug-2023	\$612,098.01	\$676,064.66	\$36,033.35	\$22,155,378.63
29-Sep-2023	\$609,752.98	\$576,064.66	\$33,688.32	\$22,765,131.60
30-Oct-2023	\$611,833.98	\$576,064.66	\$35,769.32	\$23,376,965.59
30-Nov-2023	\$612,795.32	\$578,084.66	\$36,730.66	\$23,989,760.90
29 Dec-2023	\$611,326.32	\$576,084.66	\$35,261.66	\$24,601,087.22
30 Jan-2024	\$615,965.60	\$576,064.66	\$39,900.94	\$25,217,052.82
29 Feb-2024	\$614,408.40	\$576,064.66	\$38,343.74	\$25,831,461.22

The Advance shall mean:

\$25.831.461.22

The monthly installment of the Advance to be disbursed on February 29, 2024 in the amount of \$614,408,40 shall be paid as follows: \$576,064.66 to Vendor, and \$38,343.74 to Lessor.

Disbursements of monthly installments of the Advance are limited to one disbursement per month, and each installment must be \$100,000.00 or more. Installments must be in accordance with the formal project budget approved in writing by Lessor.

Equipment shall mean:

Energy conservation measures, as more particularly described in that certain investment Grade Audit dated September 21, 2022 for the project ("IGA").

Equipment location address is:

Various (as shown in the IGA)

Lessee hereby requests that Lessor disburse funds in the amount of the monthly installment of the Advance above. Accordingly, the Advance now equals the sum of: (i) all amounts actually paid to Vendor under the Equipment Lesse Agreement, plus the amount to be paid to Vendor pursuant to this Authorization, for the purchase of the Equipment pursuant to Vendor's Invoice(s) (as defined below) attached hereto; and (ii) all amounts actually paid to Lessor for interest accrued, plus the amount to be paid to Lessor pursuant to this Authorization for interest accrued for the current monthly period. The amount to be disbursed concurrently herewith is the monthly installment amount indicated above for the applicable funding date.

LESSEE ACKNOWLEDGES THAT THE ADVANCE AMOUNT IS <u>CUMULATIVE</u> OF ALL SUMS PREVIOUSLY DISBURSED UNDER THE EQUIPMENT LEASE AGREEMENT, PLUS THE AMOUNT REQUESTED TO BE DISBURSED FOR THIS MONTH. UPON COMPLETION OF THE CONSTRUCTION PERIOD, LESSEE ACKNOWLEDGES THERE SHALL BE <u>ONE</u> AGGREGATE OUTSTANDING ADVANCE, WHICH REPRESENTS THE SUM OF ALL DISBURSEMENTS MADE OVER THE CONSTRUCTION PERIOD.

Attached hereto are true, correct and complete copies of the following supporting documents for the Advance:

- (1) All government approvals, entitlements and permits required for the construction work to be paid by the Advance (collectively, the "Required Permits and Contracts");
- (2) All lien waivers from contractor(s) providing goods and/or services to be paid by the Advance (collectively, the "Lien Waivers");
- (3) All involces for goods and/or services to be paid by the Advance (collectively, the "Involces");
- (4) Conditional Bill of Sale, executed by JCI, with quitclaim joinder by Lessee, covering the aquipment to be purchased by the Advance, and conveying to Lessor all right, title and interest in and to such equipment (the "Conditional Bill of Sale");
- (5) If requested by Lessor, the current project budget (the "Updated Budget");
- (8) If requested by Lessor, such third party reviews and inspections may be required by Lessor (collectively, the "Reviews and inspections"); and
- (7) Any other documents or information reasonably requested by Lessor (collectively, the "Other Required Items").

Lessee hereby certifies the following: (i) all invoices to be paid by the monthly installment hereunder shall be paid no later than the date of the next advance request; (ii) the amount of monthly installments shall be paid are in accordance with the formal budget approved in writing by Lessor; (iii) no default under the Equipment Lease Agreement or the Transaction Documents has occurred, and no event has occurred which, with the giving of notice, the lapse of time, or both, outlid be considered an event of default thereunder; (iv) all representations and warranties of Lessee in the Equipment Lease Agreement are true and correct in all material respects as of the time of this Authorization; and (v) Lessee has otherwise performed and compiled with all agreements and conditions contained in the Equipment Lease Agreement, the Advance Funding Addendum attached thereto, and all other Transaction Documents.

Lessee understands and agrees that the disbursements hereunder are being made pursuant to the terms and provisions of the Equipment Lease Agreement and the Advance Funding Addendum attached thereto, both of which are incorporated herein.

Lessee understands and agrees that any monthly installments hereunder funded by Lessor from time to time shall be subject to Lessee's payment of rent and other expenses of the Lessor as more specifically described in the Advance Funding Addendum to the Equipment Lesse Agreement.

Lessee expressly acknowledges that it has selected the Equipment and the vendor, manufacturer, distributor and/or dealer (as applicable) of the Equipment, without any assistance or advice from the Lessor. Lessee also acknowledges that this Advance is being made at the request of Lessee, and that Lessor has merely agreed to purchase the Equipment pursuant to the Purchase Agreement, and to lease the Equipment to Lessee pursuant to the Equipment Lesse Agreement. Lessee further expressly acknowledges that neither Lessor nor any agent, employee or representative of Lessor has made any representations or warranties of any kind whatsoever with respect to the use, performance, fitness, condition or quality of the Equipment, and that Lessee is not relying on any such representations or warranties by the Lessor. LESSEE IS FULLY AWARE AND UNDERSTANDS THAT LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, RESPECTING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY. Lessee further understands and agrees that if the Equipment does not operate as represented by the vendor or any manufacturer, distributor or dealer, or is unsatisfactory for any other reason, Lessee will make any cleim on account thereof solely against such vendor, manufacturer, distributor or dealer, and not against Lessor.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatories to the original or the same counterpart. For all purposes, including, without limitation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

The parties hereto agree that delivery of a signature page to, or an executed counterpart of, this document by facs:mile, email transmission of a scanned image or other electronic means, shall be effective as delivery of an originally executed signature page or counterpart, and shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law. Alternatively, you agree to adopt your electronic signature below as your signature and you are creating a valid, binding contract under the Federal Electronic Signatures in Global and National Commerce Act, the Hawaii Uniform Electronic Transactions Act and/or the Hawaii Uniform Commercial Code. You further acknowledge and agree that upon request you will deliver an original, fully executed copy of this document to Bank of Hawaii.

(The remainder of this page is intentionally left blank; signature page follows.)

The person(s) signing below hareby represent and warrant to Lessor that they are duly authorized to request the Advance on behalf of Lessee.

Dated: 20	
Attachments:  1. Required Permits and Approvals	COUNTY OF MAUI
Lien Waivera     Invoices     Conditional Bill of Sale	By Name: Steve Tesoro
5. Updated Budget (if requested by Lessor) 6. Reviews and Inspections (if requested by Lessor) 7. Other Required Items (if requested by Lessor)	hs: Deputy Finance Director
	Name: Its:
	APPROVED AS TO FORM AND LEGALITY  BY KRICTING C. TUSHINAYO
	Deputy Corporation Counsel County of Maul

#### Required Permits and Approvals

Lien Waivers

## CONDITIONAL PARTIAL WAIVER OF LIEN - MATERIALS OR LABOR

JCI CONTRACT #2PYS0014

State of Hawaii

County of Maui

Date: 02/07/2024

To all whom it may concern:

Whereas we the undersigned, Johnson Controls, Inc., 2065 Main St. STE 101. Wailuku, HI 96793, have been employed by: County of Maui to furnish Equipment for the property known as: See IGA Exhibit Site List contained in Contract No. C7619 between the County of Maui and Johnson Controls, Inc.

We the undersigned, for and in consideration and upon receipt of the sum of: \$576,064.66 and other good and valuable considerations, do hereby waive and release any and all tien claim or right to lien of said above described building, property and/or contract funds under the statutes of the State of Hawaii relating to Mechanic's liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the said company for said building and premises.

However, it is expressly stipulated that this partial waiver applies only to work done or materials, plans, or specifications furnished on or before 29th of Feb. 2024, not including retention or change orders billed prior to or after said date. The right to assert construction and/or mechanic's lien rights for work done or materials furnished after said date on said job is hereby expressly reserved. This waiver does not include any previously submitted yet unpaid invoices.

State of Hawaii County of Maui

Johnson Controls, Inc.

PRY7

#### FORM A: CONTRACTOR'S APPLICATION and CERTIFICATE for PAYMENT

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ATTACHMENT 3

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#### Conditional Bill of Sale

[UPON THE COUNTY OF MAUI'S EXECUTION OF THE CONDITIONAL BILL OF SALE, BOH TO INSERT]

# ATTACHMENT 5 Updated Budget N/A

#### Reviews and Inspections

Other Required Itams

#### CONDITIONAL BILL OF SALE

Effective upon receipt of payment for the Equipment (hereinafter defined), and for good and valuable consideration receipt of which is hereby acknowledged, JOHNSON CONTROLS, INC. ("Seller") does hereby grant bargain, sell, transfer and deliver unto BANK OF HAWAII ("Purchaser"), its successors and assigns, all of Seller's right, title to and interest in the equipment as shown in Exhibit A attached hereto and made a part hereof (the "Equipment").

TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns, forever.

Effective upon receipt of payment for the Equipment, Seller hereby warrants that it is the lawful owner of the Equipment described above and has good right to sell and convey the same; that title to such Equipment is free and clear of any and all claims, liens and encumbrances of any nature; and that Seller will warrant and defend the same unto the Purchaser against the claims and demands of all persons.

IN WITNESS WHEREOF, Seller has caused this Conditional Bill of Sale to be executed by its duly authorized representative on this 29th day of March 2024 (the "Effective Date").

JOHNSON CONTROLS, INC. Name: Its

Seller

To the extent the County of Maul ("County") has any right, title to end interest in the Equipment, the County hereby also grants, bargains, sells, transfers and delivers unto Purchaser, its successors and assigns, all of the County's right, title to and interest in the Equipment, as of the Effective Date.

> COUNTY OF MAU Name teve A. Tesoro Acting Director Its

Name: Its

County

Deputy Corporation Counsel

County of Maui

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#### EXHIBITA

#### **DESCRIPTION OF EQUIPMENT**

See Appendices 1 through 3, Inclusive, to that certain investment Grade Audit dated September 21, 2022, propered by Johnson Controls, Inc. for Lessee's Energy Savings Performance Contracting project (the "IGA"), hereby incorporated by reference; such equipment being located at the Premises described in Appendices 5 and 6 to the IGA.

### AMENDED AND RESTATED **ADVANCE FUNDING AUTHORIZATION**

Upon execution, this Amended and Restated Advance Funding Authorization supersedes and replaces in entirety all previously executed Advance Funding Authorizations.

TO:

BANK OF HAWAII **EQUIPMENT FINANCE** P.O. BOX 2900 HONOLULU, HAWAII 96846

The following terms when used herein shall have the following meanings:

Lessor shall mean:

Bank of Hawali, Equipment Finance

Lessor's address is:

P.O. Box 2900

Honolulu, Hawali 96846

Lessee shall mean:

County of Maul Lessee's mailing address is: 200 South High Street Waituku, Maul 96793

Vendor shall mean.

Johnson Controls, Inc.

Vendor's address is:

2065 Main St., Sulte 101

Walluku, HI 96793

Equipment Lease Agreement shall mean that certain Equipment Lease Agreement No. 1474, dated September 30. 2022 and made by and between Lessor and Lessee for the lease of the Equipment. Unless otherwise defined herein, all terms used herein have the same meanings and definitions as set forth in the Equipment Lease Agreement.

Funding Date	Monthly Installment of the Advence for Disbursement	Amount of Principal Paid to Vandor	Amount of Interest Paid to Lessor	Cumulative Total of the Advance
30-Sep-2022	\$5,760,646.60	\$5,780,646.60	\$0.00	\$5,760,646.60
04-Nov-2022	\$3,486,609.41	\$3,456,387.96	\$10,221.45	\$9,227,256.01
30-Nov-2022	\$2,316,418.39	\$2,304,258.64	\$12,159.75	\$11,543,674.40
30 Dec 2022	\$1,457,714.36	\$1,440,181.65	\$17,552.71	\$13,001,388.76
30-Jan-2023	\$1,460,589.86	\$1,440,181.85	\$20,428.21	\$14,461,978.62
28-Feb-2023	\$2,325,515.77	\$2,304,258.64	\$21,257.13	\$16,787,494.39
30-Mar-2023	\$2,329,784.83	\$2,304,258.64	\$25,526.19	\$19,117,279.22
28-April-2023	\$604,164.44	\$576,084.68	\$28,099.78	\$19,721,443.66
30-May-2023	\$608,051.22	\$576,064.66	\$31,986.56	\$20,329,494.88
30-June-2023	\$608,007.03	\$576,064.66	\$31,942.37	\$20,937,501.91
28-July-2023	\$605,778.70	\$576,064.66	\$29,714.04	\$21,543,280.62
30-Aug-2023	\$612,098.01	\$576,064.66	\$36,033.35	\$22,155,378.63
29-Sep-2023	\$609,752.98	\$576,084.66	\$33,688.32	\$22,765,131.60
30-Oct-2023	\$611,833.98	\$576,064.66	\$35,769.32	\$23,376,985.59
30-Nov-2023	\$612,795.32	\$576,064.66	\$36,730.66	\$23,989,760.90
29 Dec 2023	\$611,326.32	\$576,064.66	\$35,261.66	\$24,601,087.22
30-Jan-2024	\$615,965.60	\$576,064.66	\$39,900.94	\$25,217,052.82
29-Feb-2024	\$614,408.40	\$576,064.66	\$38,343.74	\$25,831,461.22
29-Mar-2024	\$614,033.37	\$576,064.66	\$37,968.71	\$28,485,494.59

The Advance shall mean:

\$26,455,494,59

The monthly installment of the Advance to be disbursed on March 29, 2024 in the amount of \$614,033.37 shall be paid as follows: \$576,084,68 to Vendor, and \$37,968,71 to Lessor.

Disbursements of monthly installments of the Advance are limited to one disbursement per month, and each installment must be \$100,000.00 or more. Installments must be in accordance with the formal project budget approved in writing by Lessor.

Equipment shall mean:

Energy conservation measures, as more particularly described in that certain investment Grade Audit dated September 21, 2022 for the project ("iGA").

Equipment location address is:

Various (as shown in the IGA)

Lessee hereby requests that Lessor dieburse funds in the amount of the monthly installment of the Advance above. Accordingly, the Advance now equals the sum of: (i) all amounts actually paid to Vendor under the Equipment Lesse Agreement, plus the amount to be paid to Vendor pursuant to this Authorization, for the purchase of the Equipment pursuant to Vendor's Invoice(s) (as defined below) attached hereto; and (ii) all amounts actually paid to Lessor for interest accrued, plus the amount to be paid to Lessor pursuant to this Authorization for interest accrued for the current monthly period. The amount to be disbursed concurrently herewith is the monthly installment amount indicated above for the applicable funding

LESSEE ACKNOWLEDGES THAT THE ADVANCE AMOUNT IS <u>CUMULATIVE</u> OF ALL SUMS PREVIOUSLY DISBURSED UNDER THE EQUIPMENT LEASE AGREEMENT, PLUS THE AMOUNT REQUESTED TO BE DISBURSED FOR THIS MONTH. UPON COMPLETION OF THE CONSTRUCTION PERIOD, LESSEE ACKNOWLEDGES THERE SHALL BE <u>ONE</u> AGGREGATE OUTSTANDING ADVANCE, WHICH REPRESENTS THE SUM OF ALL DISBURSEMENTS MADE OVER THE CONSTRUCTION PERIOD.

Attached hereto are true, correct and complete copies of the following supporting documents for the Advance:

- All government approvals, entitlements and permits required for the construction work to be paid by the Advance (collectively, the "Required Permits and Contracts");
- (2) All lien waivers from contractor(s) providing goods and/or services to be paid by the Advance (collectively, the "Lien Waivers");
- (3) All invoices for goods and/or services to be paid by the Advance (collectively, the "Invoices");
- (4) Conditional Bill of Sale, executed by JCI, with quitclaim joinder by Lessee, covering the equipment to be purchased by the Advance, and conveying to Lessor all right, title and interest in and to such equipment (the "Conditional Bill of Sale");
- (5) If requested by Lessor, the current project budget (the "Updated Budget");
- (6) If requested by Lessor, such third party reviews and inspections may be required by Lessor (collectively, the "Reviews and Inspections"); and
- (7) Any other documents or information reasonably requested by Lessor (collectively, the "Other Required Items").

Lessee hereby certifies the following: (I) all invoices to be paid by the monthly installment hereunder shall be paid no later than the date of the next advance request; (II) the amount of monthly installments shall be paid are in accordance with the formal budget approved in writing by Lessor; (III) no default under the Equipment Lesse Agreement or the Transaction Documents has occurred, and no event has occurred which, with the giving of notice, the lapse of time, or both, would be considered an event of default thereunder; (iv) all representations and warranties of Lessee in the Equipment Lesse Agreement are true and correct in all material respects as of the time of this Authorization; and (v) Lessee has otherwise performed and compiled with all agreements and conditions contained in the Equipment Lesse Agreement, the Advance Funding Addendum attached thereto, and all other Transaction Documents.

Lessee understands and agrees that the disbursements hereunder are being made pursuant to the terms and provisions of the Equipment Lesse Agreement and the Advance Funding Addendum attached thereto, both of which are incorporated herein.

Lessee understands and agrees that any monthly installments hereunder funded by Lessor from time to time shall be subject to Lessee's payment of rent and other expenses of the Lessor as more specifically described in the Advance Funding Addendum to the Equipment Lesse Agreement.

Lessee expressly acknowledges that it has selected the Equipment and the vendor, manufacturer, distributor and/or dealer (as applicable) of the Equipment, without any assistance or advice from the Lessor. Lessee also acknowledges that this Advance is being made at the request of Lessee, and that Lessor has merely agreed to purchase the Equipment pursuant to the Purchase Agreement, and to lease the Equipment to Lessee pursuant to the Equipment Lesse Agreement. Lessee further expressly acknowledges that neither Lessor nor any agent, employee or representative of Lessor has made any representations or warranties of any kind whatsoever with respect to the use, performance, fitness, condition or quality of the Equipment, and that Lessee is not relying on any such representations or warranties by the Lessor. LESSEE IS FULLY AWARE AND UNDERSTANDS THAT LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, RESPECTING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY. Lessee further understands and agrees that if the Equipment does not operate as represented by the vendor or any manufacturer, distributor or dealer, or is unsatisfactory for any other reason, Lessee will make any cleim on account thereof solely against such vendor, manufacturer, distributor or dealer, and not against Lessor.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatories to the original or the same counterpart. For all purposes, including, without limitation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

The parties hereto agree that delivery of a signature page to, or an executed counterpart of, this document by facetimile, email transmission of a scanned image or other electronic means, shall be effective as delivery of an originally executed signature page or counterpart, and shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law. Alternatively, you agree to adopt your electronic signature below as your signature and you are creating a valid, binding contract under the Federal Electronic Signatures in Global and National Commerce Act, the Hawaii Uniform Electronic Transactions Act and/or the Hawaii Uniform Commercial Code. You further acknowledge and agree that upon request you will deliver an original, fully executed copy of this document to Bank of Hawaii.

[The remainder of this page is intentionally left blank; signature page follows.]

The person(s) signing below hereby represent and warrant to Lessor that they are duly authorized to request the Advance on behalf of Lesses.

Dated: 20	
	COUNTY OF MAUI
Attachments:	
1. Required Permits and Approvals 2. Lien Waivers 3. Involces 4. Conditional Bill of Sale 5. Updated Budget (if requested by Lessor) 6. Reviews and Inspections (if requested by Le	(Lessor)
7. Other required frame (77 oquested by La	Bγ
	8y: Deputy Corporation Counsel County of Maul

### Required Permits and Approvals

Lian Walvers

## CONDITIONAL PARTIAL WAIVER OF LIEN - MATERIALS OR LABOR

JCI CONTRACT #2PYS0014

State of Hawnii

County of Maui

Date: 03/13/2024

to all whom it may concern-

Whereas we the undersigned, Johnson Controls, Inc., 2065 Main St, STI 101, Wailuku, III 96793, have been employed by: County of Maui to furnish Equipment for the property known as: See IGA Exhibit Site List contained in Contract No. C7619 between the County of Maui and Johnson Controls, Inc.

We, the undersigned, for and in consideration and upon receipt of the sum of: \$576,064,66 and other good and valuable considerations, do hereby waive and release any and all lien claim or right to lien of said above described building, property and/or contract funds under the statutes of the State of Hawaii relating to Mechanic's liens, on account of labor or materials, or both, furnished by the undersigned to or on account of the said company for said building and premises.

However, it is expressly stipulated that this partial waiver applies only to work done or materials, plans, or specifications furnished on or before 29th of March 2024, not including retention or change orders billed prior to or after said date. The right to assert construction and or mechanic's lien rights for work done or materials furnished after said date on said job is hereby expressly reserved. This waiver does not include any previously submitted yet unpaid invoices.

State of Hawaii County of Maui

Johnson Controls, Inc.

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### FORM A. CONTRACTOR'S APPLICATION and CERTIFICATE for PAYMENT

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### Conditional Bill of Sale

(UPON THE COUNTY OF MAUI'S EXECUTION OF THE CONDITIONAL BILL OF SALE, BOH TO INSERT)

ATTACHMENT 5
Updated Budget

### Reviews and Inspections

# ATTACHMENT 7 Other Required Items N/A

### CONDITIONAL CERTIFICATE OF ACCEPTANCE

TO:

BANK OF HAWAII EQUIPMENT FINANCE P.O. BOX 2900 HONOLULU, HAWAII 96846

The undersigned hereby certifies that it has begun accepting the following equipment for purposes of commencing the Lessee's rental payment obligations under Equipment Lesse Agreement No. 1474 dated <u>September 30, 2022</u>, including without limitation the Advance Funding Addendum thereto, between the undersigned and BANK OF HAWAII, with respect to Exhibit 5461 to be executed upon final acceptance of the Equipment:

Quantity	Description of Equipment	Serial No.
	See Appendices 1 through 2, inclusive, to that certain investment Grade Audit dated September 21, 2022, prepared by Johnson Controls, inc. for Lessee's Energy Savings Performance Contracting project (the "IGA"), hereby incorporated by reference; such equipment being located at the Premises described in Appendices 5 and 6 to the IGA.	

The execution of this Certificate will in no way relieve or lessen the responsibility of the manufacturer or vendor of the equipment for any warranties it has made with respect to the same.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatories to the original or the same counterpart. For all purposes, including, without illmitation, filling and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

The parties hereto agree that delivery of a signature page to, or an executed counterpart of, this document by facsimile, small transmission of a scanned (mage or other electronic means, shall be effective as delivery of an originally executed signature page or counterpart, and shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable (aw. Alternatively, you agree to adopt your electronic algorithm below as your signature and you are creating a valid, binding contract under the Federal Electronic Signatures in Global and National Commerce Act, the Hawaii Uniform Electronic Transactions Act and/or the Hawaii Uniform Commercial Code. You further acknowledge and agree that upon request you will deliver an original, fully executed copy of this document to Bank of Hawaii.

Dated	20
LIMITRO	70

COUNTY OF MAUI
Name: Steve A. Tesoro Rs:Acting_Director
Name: Its:
APPROVED AS TO FORM AND LEGALITY
Deputy Corporation Counsel  County of Maul

### CONDITIONAL CERTIFICATE OF ACCEPTANCE

TO:

BANK OF HAWAII EQUIPMENT FINANCE P.O. BOX 2900 HONOLULU, HAWAII 96846

The undersigned hereby certifies that it has begun accepting the following equipment for purposes of commencing the Lessee's rental payment obligations under Equipment Lesse Agreement No. 1474 dated September 30, 2022, including without limitation the Advance Funding Addendum thereto, between the undersigned and BANK OF HAWAII, with respect to Exhibit 5461 to be executed upon final acceptance of the Equipment:

Quantity	Description of Equipment	Serial No.
	See Appendices 1 through 3, inclusive, to that certain investment Grade Audit dated September 21, 2022, prepared by Johnson Controls, Inc. for Lessee's Energy Savings Performance Contracting project (the "IGA"), hereby incorporated by reference; such equipment being located at the Premises described in Appendices 5 and 6 to the IGA.	

The execution of this Certificate will in no way relieve or lessen the responsibility of the manufacturer or vendor of the equipment for any warranties it has made with respect to the same.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not alguatories to the original or the same counterpart. For all purposes, including, without limitation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

The parties hereto agree that delivery of a signature page to, or an executed counterpart of, this document by facsimile, email transmission of a scanned image or other electronic means, shall be effective as delivery of an originally executed signature page or counterpart, and shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law. Alternatively, you agree to adopt your electronic signature below as your signature and you are creating a valid, binding contract under the Federal Electronic Signatures in Global and National Commerce Act, the Hawaii Uniform Electronic Transactions Act and/or the Hawaii Uniform Commercial Code. You further acknowledge and agree that upon request you will deliver an original, fully executed copy of this document to Bank of Hawaii.

Dated:	. 20
I JRIYARYI'	211

-	OF MAUI	1	2	7
Name:	Maria E.			
its:	Acting Dir	ector of F	inance	
Ву				
Name:				
100.				
APPROVE	DASJOR	RM AND	LEVALI	IY
By: KRIS	STINA C. Sy Corporation of Maui	OSHIKI	1. Z YO	3
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By: KRIS Deput Count	STINA C. 1 by Corporation by of Meui	TOSHIKI on Counse	YO NDED:	الخ

### AMENDED AND RESTATED ADVANCE FUNDING AUTHORIZATION

Upon execution, this Amended and Restated Advance Funding Authorization supersedes and replaces in entirety all previously executed Advance Funding Authorizations.

TO:

BANK OF HAWAII EQUIPMENT FINANCE P.O. BOX 2900 HONOLULU, HAWAII 96846

The following terms when used herein shall have the following meanings:

Lessor shall mean:

Bank of Hawaii, Equipment Finance

Lessor's address is:

P.O. Box 2900

Lessee shall mean:

Honolulu, Hawaii 96846

Lessee's mailing address is: 200 South High Street

County of Maui 200 South High Street Wailuku, Maui 96793

Vendor shall mean:

Johnson Controls, Inc.

Vandor's address is:

2065 Main St., Suite 101

Walluku, HI 96793

Equipment Lesse Agreement shall mean that certain Equipment Lesse Agreement No. 1474, dated <u>September 30</u>, 2022 and made by and between Lessor and Lesses for the lesse of the Equipment. Unless otherwise defined herein, all terms used herein have the same meanings and definitions as set forth in the Equipment Lesse Agreement.

Funding Date	Monthly Installment of the Advance for Disbursement	Amount of Principal Paid to Vendor	Amount of Interest Paid to Lessor	Cumulative Total of the Advance
30-Sep-2022	\$5,760,646.60	\$5,760,646.60	\$0.00	\$5,760,646.60
04-Nov-2022	\$3,466,609.41	\$3,456,387.96	\$10,221.45	\$8,227,256.01
30-Nov-2022	\$2,316,418.39	\$2,304,258.64	\$12,159.75	\$11,543,674.40
30-Dec-2022	\$1,457,714.36	\$1,440,161.65	\$17,552.71	\$13,001,388.76
30-Jan-2023	\$1,480,589.86	\$1,440,161.65	\$20,428.21	\$14,461,978.62
28-Feb-2023	\$2,325,515.77	\$2,304,258.64	\$21,257.13	\$16,787,494.39
30-Mar-2023	\$2,329,784.83	\$2,304,258.64	\$25,526.19	\$19,117,279.22
28-April-2023	\$804,184.44	\$576,064.66	\$28,099.78	\$19,721,443.66
30-May-2023	\$808,051.22	\$576,064.66	\$31,986.58	\$20,329,494.88
30-June-2023	\$608,007.03	\$576,064.66	\$31,942.37	\$20,937,501.91
28-July-2023	\$805,778.70	\$576,064.66	\$29,714.04	\$21,543,280.62
30-Aug-2023	\$612,098.01	\$576,064.66	\$36,033.35	\$22,155,378.63
29-Sep-2023	\$809,752.98	\$576,064.66	\$33,688.32	\$22,765,131.60
30-Oct-2023	\$611,833.98	\$576,064.66	\$35,769.32	\$23,376,965.59
30-Nov-2023	\$612,795.32	\$576,064.66	\$36,730.66	\$23,989,760.90
29-Dec-2023	\$611,326.32	\$576,064.66	\$35,261.66	\$24,601,087.22
30-Jan-2024	\$615,965.60	\$576,064.66	\$39,900.94	\$25,217,052.82
29-Feb-2024	\$614,408.40	\$576,064.68	\$38,343.74	\$25,831,461.22
29-Mar-2024	\$614,033.37	\$576,064.66	\$37,968.71	\$26,445,494.59
31-May-2024	\$84,213.72	\$0.00	\$84,213.72	\$26,529,708.31

The Advance shall mean:

\$26,529,708,31

The monthly installment of the Advance to be disbursed on <u>May 31, 2024</u> in the amount of <u>\$84,213,72</u> shall be paid as follows: <u>\$0.00</u> to Vendor, and <u>\$84,213,72</u> to Lessor.

Disbursements of monthly installments of the Advance are limited to one disbursement per month, and each installment must be \$100,000.00 or more. Installments must be in accordance with the formal project budget approved in writing by Lessor.

Equipment shall mean:

Energy conservation measures, as more particularly described in that certain investment Grade Audit dated September 21, 2022 for the project ("IGA").

Equipment location address is:

Various (as shown in the IGA)

Lessee hereby requests that Lessor disburse funds in the amount of the <u>monthly installment</u> of the Advance above. Accordingly, the Advance now equals the sum of: (i) all amounts actually paid to Vendor under the Equipment Lesse Agreement, plus the amount to be paid to Vendor pursuant to this Authorization, for the purchase of the Equipment pursuant to Vendor's invoice(s) (as defined below) attached hereto; and (ii) all amounts actually paid to Lessor for interest accrued, plus the amount to be paid to Lessor pursuant to this Authorization for interest accrued for the current monthly period. The amount to be disbursed concurrently herewith is the monthly installment amount indicated above for the applicable funding date.

LESSEE ACKNOWLEDGES THAT THE ADVANCE AMOUNT IS <u>CUMULATIVE</u> OF ALL SUMS PREVIOUSLY DISBURSED UNDER THE EQUIPMENT LEASE AGREEMENT, PLUS THE AMOUNT REQUESTED TO BE DISBURSED FOR THIS MONTH. UPON COMPLETION OF THE CONSTRUCTION PERIOD, LESSEE ACKNOWLEDGES THERE SHALL BE <u>ONE</u> AGGREGATE OUTSTANDING ADVANCE, WHICH REPRESENTS THE SUM OF ALL DISBURSEMENTS MADE OVER THE CONSTRUCTION PERIOD.

Attached hereto are true, correct and complete copies of the following supporting documents for the Advance:

- (1) All government approvals, entitlements and permits required for the construction work to be paid by the Advance (collectively, the "Required Permits and Contracts");
- (2) All lien waivers from contractor(s) providing goods and/or services to be paid by the Advance (collectively, the "Lien Waivers"):
- (3) All invoices for goods and/or services to be paid by the Advance (collectively, the "invoices");
- (4) Conditional Bill of Sale, executed by JCI, with quitclaim joinder by Lessee, covering the equipment to be purchased by the Advance, and conveying to Lessor all right, title and interest in and to such equipment (the "Conditional Bill of Sale"):
- (5) If requested by Lessor, the current project budget (the "Updated Budget");
- (6) If requested by Lessor, such third party reviews and inspections may be required by Lessor (collectively, the "Reviews and inspections"); and
- (7) Any other documents or information reasonably requested by Lessor (collectively, the "Other Required Items").

Lessee hereby certifies the following: (i) all invoices to be paid by the monthly installment hereunder shall be paid no later than the date of the next advance request; (ii) the amount of monthly installments shall be paid are in accordance with the formal budget approved in writing by Lessor; (iii) no default under the Equipment Lesse Agreement or the Transaction Documents has occurred, and no event has occurred which, with the giving of notice, the lapse of time, or both, would be considered an event of default thereunder; (iv) all representations and warranties of Lessee in the Equipment Lesse Agreement are true and correct in all meterial respects as of the time of this Authorization; and (v) Lessee has otherwise performed and compiled with all agreements and conditions contained in the Equipment Lesse Agreement, the Advance Funding Addendum attached thereto, and all other Transaction Documents.

Lessee understands and agrees that the disbursements hersunder are being made pursuant to the terms and provisions of the Equipment Lesse Agreement and the Advance Funding Addendum attached thereto, both of which are incorporated herein.

Lessee understands and agrees that any monthly installments hereunder funded by Lessor from time to time shall be subject to Lesses's payment of rent and other expenses of the Lessor as more specifically described in the Advance Funding Addendum to the Equipment Lesse Agreement.

Lessee expressly acknowledges that it has selected the Equipment and the vendor, manufacturer, distributor and/or dealer (as applicable) of the Equipment, without any assistance or advice from the Lessor. Lessee also acknowledges that this Advance is being made at the request of Lessee, and that Lessor has merely agreed to purchase the Equipment pursuant to the Purchase Agreement, and to lease the Equipment to Lessee pursuant to the Equipment Lessee Agreement. Lessee further expressly acknowledges that neither Lessor nor any agent, employee or representative of Lessor has made any representations or warranties of any kind whatsoever with respect to the use, performance, fitness, condition or quality of the Equipment, and that Lessee is not relying on any such representations or warranties by the Lessor. LESSEE IS FULLY AWARE AND UNDERSTANDS THAT LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, RESPECTING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY. Lessee further understands and agrees that if the Equipment does not operate as represented by the vendor or any manufacturer, distributor or dealer, or is unsatisfactory for any other reason, Lessee will make any claim on account thereof solely against such vendor, manufacturer, distributor or dealer, and not against Lessor.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatories to the original or the same counterpart. For all purposes, including, without limitation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

The parties hereto agree that delivery of a signature page to, or an executed counterpart of, this document by facsimile, email transmission of a scanned image or other electronic means, shall be effective as delivery of an originally executed signature page or counterpart, and shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law. Alternatively, you agree to adopt your electronic signature below as your signature and you are creating a valid, binding contract under the Federal Electronic Signatures in Global and National Commerce Act, the Hawaii Uniform Electronic Transactions Act and/or the Hawaii Uniform Commercial Code. You further acknowledge and agree that upon request you will deliver an original, fully executed copy of this document to Bank of Hawaii.

[The remainder of this page is intentionally left blank; signature page follows.]

The person(s) signing below hereby represent and warrant to Lessor that they are duly authorized to request the Advance on behalf of Lessoe.

Dated: 20	
Attachments:	COUNTY OF MAUI
1. Required Permits and Approvals 2. Lien Welvers 3. Involces 4. Conditional Bill of Sale 5. Updated Budget (If requested by Lessor) 6. Reviews and Inspections (If requested by Lessor) 7. Other Required Items (If requested by Lessor)	By Name: Maria E. Zielinski Its: Acting Director of Finance  By Name: Its:  APPROVED AS TO FORM AND LEGALITY  By: KRISTINA C. TOSHIKIYO  Deputy Corporation Counsel  County of Maui
	ARPROVED RECOMMENDED:

LEO CAIRES, Chief of Staff

County of Maui

### Required Permits and Approvals

Lien Waivers

Invoices

Conditional Bill of Sale

ATTACHMENT 5
Updated Budget
N/A

### Reviews and Inspections

ATTACHMENT 7
Other Required Items
N/A

### CONDITIONAL CERTIFICATE OF ACCEPTANCE

TO:

BANK OF HAWAII EQUIPMENT FINANCE P.O. BOX 2900 HONOLULU, HAWAII 96846

The undersigned hereby certifies that it has begun accepting the following equipment for purposes of commencing the Lessee's rental payment obligations under Equipment Lesse Agreement No. 1474 dated September 39, 2022, including without limitation the Advance Funding Addendum thereto, between the undersigned and BANK OF HAWAII, with respect to Exhibit \$481 to be executed upon final acceptance of the Equipment:

Quantity	Description of Equipment	Serial No.
	See Appendices 1 through 3, inclusive, to that certain investment Grade Audit dated September 21, 2022, prepared by Johnson Controls, inc. for Lessee's Energy Savings Performance Contrasting project (the "IGA"), hereby incorporated by reference; such equipment being located at the Premises described in Appendices 5 and 6 to the IGA.	

The execution of this Certificate will in no way relieve or lessen the responsibility of the manufacturer or vendor of the equipment for any warranties it has made with respect to the same.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatories to the original or the same counterpart. For all purposes, including, without limitation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

The parties hereto agree that delivery of a signature page to, or an executed counterpart of, this document by facelmile, email transmission of a scanned image or other electronic means, shall be effective as delivery of an originally executed signature page or counterpart, and shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law. Alternatively, you agree to adopt your electronic signature below as your signature and you are creating a valid, binding contract under the Federal Electronic Signatures in Global and National Commerce Act, the Hawaii Uniform Electronic Transactions Act and/or the Hawaii Uniform Commercial Code. You further acknowledge and agree that upon request you will deliver an original, fully executed copy of this document to Bank of Hawaii.

Dated:	20_
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# Name: MARCY MARTIN Its: Acting Director of Finance By Name: Its: APPROVED AS TO FORM AND LEGALTY By: KRISTINA C. FOSHIRTYO Deputy Corporation Counsel County of Maul

LEO CAIRES, Chief of Staff County of Maul

APPROVED RECOMMENDED:

### AMENDED AND RESTATED **ADVANCE FUNDING AUTHORIZATION**

Upon execution, this Amended and Restated Advance Funding Authorization supersedes and replaces in entirety all previously executed Advance Funding Authorizations,

TO:

BANK OF HAWAII **EQUIPMENT FINANCE** P.O BOX 2900 HONOLULU, HAWAII 96846

The following terms when used herein shall have the following meanings:

Lessor shall mean:

Bank of Hawaii, Equipment Finance

Lessor's address is:

P.O. Box 2900

Honolulu, Hawaii 96846

Lessee shall mean:

County of Maui Lessee's mailing address is: 200 South High Street Wailuku, Maui 96793

Vendor shall mean:

Johnson Controls, Inc.

Vendor's address is:

2065 Main St., Suite 101

Wailuku, HI 96793

Equipment Lease Agreement shall mean that certain Equipment Lease Agreement No. 1474, dated September 30. 2022 and made by and between Lessor and Lessee for the lease of the Equipment. Unless otherwise defined herein, all terms used herein have the same meanings and definitions as set forth in the Equipment Lease Agreement.

Funding Date	Monthly Installment of the Advance for Diebursement	Amount of Principal Paid to Vendor	Amount of Interest Paid to Lessor	Cumulative Total of the Advance
30-Sep-2022	\$5,760,646.60	\$5,760,646.60	\$0.00	\$5,760,646.60
04-Nov-2022	\$3,466,609.41	\$3,456,387.96	\$10,221.45	\$9,227,256.01
30-Nov-2022	\$2,316,418.39	\$2,304,258.64	\$12,159.75	\$11,543,674.40
30-Dec-2022	\$1,457,714.36	\$1,440,161.65	\$17,552.71	\$13,001,388.76
30-Jan-2023	\$1,460,589.86	\$1,440,161.65	\$20,428.21	\$14,461,978.62
28-Feb-2023	\$2,325,515.77	\$2,304,258.64	\$21,257.13	\$16,787,494.39
30-Mar-2023	\$2,329,784.83	\$2,304,258.64	\$25,526.19	\$19,117,279.22
28-April-2023	\$604,164.44	\$576,064.66	\$28,099.78	\$19,721,443.66
30-May-2023	\$608,051.22	\$576,064.66	\$31,986.56	\$20.329,494.88
30-June-2023	\$608,007.03	\$576,064.66	\$31,942.37	\$20,937,501.91
28-July-2023	\$605,778.70	\$576,064.66	\$29,714.04	\$21,543,280.62
30-Aug-2023	\$612,098.01	\$576,064.66	\$36,033.35	\$22,155,378.63
29-Sep-2023	\$609,752.98	\$576,064.66	\$33,688.32	\$22,765,131.60
30-Oct-2023	\$611,833.98	\$576,064.66	\$35,769.32	\$23,376,965.59
30-Nov-2023	\$612,795.32	\$576,064.66	\$36,730.66	\$23,989,760.90
29-Dec-2023	\$611,326.32	\$576,064.66	\$35,261.66	\$24,601,087.22
30-Jan-2024	\$615,965.60	\$576,064.66	\$39,900.94	\$25,217,052.82
29-Feb-2024	\$614,408.40	\$576,064.66	\$38,343.74	\$25,831,461.22
29-Mar-2024	\$614,033.37	\$576,064.66	\$37,968.71	\$26,445,494.59
31-May-2024	\$84,213.72	\$0.00	\$84,213.72	\$26,529,708.31
28-June-2024	\$37,547.51	\$0.00	\$37,547.51	\$26,567,255.82

The Advance shall mean:

\$26,567,255,82

The monthly installment of the Advance to be disbursed on <u>June 28. 2024</u> in the amount of \$37.547.51 shall be paid as follows: \$0.00 to Vendor, and \$37.547.51 to Lessor.

Disbursements of monthly installments of the Advance are limited to one disbursement per month, and each installment must be \$100,000.00 or more, installments must be in accordance with the formal project budget approved in writing by Lessor.

Equipment shall mean:

Energy conservation measures, as more particularly described in that certain investment Grade Audit dated September 21, 2022 for the project ("[GA"),

Equipment location address is:

Various (as shown in the IGA)

Lessee hereby requests that Lessor dieburse funds in the amount of the <u>monthly installment</u> of the Advance above. Accordingly, the Advance now equals the sum of: (i) all amounts actually peld to Vendor under the Equipment Lesse Agreement, plus the amount to be paid to Vendor pursuant to this Authorization, for the purchase of the Equipment pursuant to Vendor's Invoice(s) (as defined below) attached hereto; and (ii) all amounts actually paid to Lessor for interest accrued, plus the amount to be paid to Lessor pursuant to this Authorization for interest accrued for the current monthly period. The amount to be disbursed concurrently herewith is the monthly installment amount indicated above for the applicable funding date.

LESSEE ACKNOWLEDGES THAT THE ADVANCE AMOUNT IS <u>CUMULATIVE</u> OF ALL SUMS PREVIOUSLY DISBURSED UNDER THE EQUIPMENT LEASE AGREEMENT, PLUS THE AMOUNT REQUESTED TO BE DISBURSED FOR THIS MONTH. UPON COMPLETION OF THE CONSTRUCTION PERIOD, LESSEE ACKNOWLEDGES THERE SHALL BE <u>ONE</u> AGGREGATE OUTSTANDING ADVANCE, WHICH REPRESENTS THE SUM OF ALL DISBURSEMENTS MADE OVER THE CONSTRUCTION PERIOD.

Attached hereto are true, correct and complete copies of the following supporting documents for the Advance:

- All government approvals, entitlements and permits required for the construction work to be paid by the Advance (collectively, the "Required Permits and Contracts");
- (2) All lien waivers from contractor(s) providing goods and/or services to be paid by the Advance (collectively, the "Lien Waivers"):
- (3) All invoices for goods and/or services to be paid by the Advance (collectively, the "invoices");
- (4) Conditional Bill of Sale, executed by JCI, with quitclaim joinder by Lessee, covering the equipment to be purchased by the Advance, and conveying to Lessor all right, title and interest in and to such equipment (the "Conditional Bill of Sale");
- (5) If requested by Lessor, the current project budget (the "Updated Budget");
- (6) If requested by Lessor, such third party reviews and inspections may be required by Lessor (collectively, the "Reviews and inspections"); and
- (7) Any other documents or information reasonably requested by Lessor (collectively, the "Other Required Items").

Lesses hereby certifies the following: (i) all invoices to be paid by the monthly installment hereunder shall be paid no later than the date of the next advance request; (ii) the amount of monthly installments shall be paid are in accordance with the formal budget approved in writing by Lessor; (iii) no default under the Equipment Lease Agreement or the Transaction Documents has occurred, and no event has occurred which, with the giving of notice, the lapse of time, or both, would be considered an event of default thereunder; (iv) all representations and warranties of Lessee in the Equipment Lease Agreement are true and correct in all meterial respects as of the time of this Authorization; and (v) Lessee has otherwise performed and compiled with all agreements and conditions contained in the Equipment Lease Agreement, the Advance Funding Addendum attached thereto, and all other Transaction Documents.

Lessee understands and agrees that the disbursements hereunder are being made pursuant to the terms and provisions of the Equipment Lesse Agreement and the Advance Funding Addendum attached thereto, both of which are incorporated herein.

Lessee understands and agrees that any monthly installments hereunder funded by Lessor from time to time shall be subject to Lessee's payment of rent and other expenses of the Lessor as more specifically described in the Advance Funding Addendum to the Equipment Lesse Agreement.

Lessee expressly acknowledges that it has selected the Equipment and the vendor, manufacturer, distributor and/or dealer (as applicable) of the Equipment, without any assistance or advice from the Lessor. Lessee also acknowledges that this Advance is being made at the request of Lessee, and that Lessor has merely agreed to purchase the Equipment pursuant to the Purchase Agreement, and to lesse the Equipment to Lessee pursuant to the Equipment Lesse Agreement. Lessee further expressly acknowledges that neither Lessor nor any agent, employee or representative of Lessor has made any representations or warranties of any kind whatsoever with respect to the use, performance, fitness, condition or quality of the Equipment, and that Lessee is not relying on any such representations or warranties by the Lessor. LESSEE IS FULLY AWARE AND UNDERSTANDS THAT LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, RESPECTING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY. Lessee further understands and agrees that if the Equipment does not operate as represented by the vendor or any manufacturer, distributor or dealer, or is unsatisfactory for any other reason, Lessee will make any claim on account thereof solely against such vendor, manufacturer, distributor or dealer, and not against Lessor.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatories to the original or the same counterpart. For all purposes, including, without limitation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

The parties hereto agree that delivery of a signature page to, or an executed counterpart of, this document by facsimile, email transmission of a scanned image or other electronic means, shall be effective as delivery of an originally executed signature page or counterpart, and shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided in in any applicable law. Atternatively, you agree to adopt your electronic signature below as your signature and you are creating a valid, binding contract under the Federal Electronic Signatures in Global and National Commerce Act, the Hawaii Uniform Electronic Transactions Act and/or the Hawaii Uniform Commercial Code. You further acknowledge and agree that upon request you will deliver an original, fully executed copy of this document to Bank of Hawaii.

[The remainder of this page is intentionally left blank; signature page follows.]

The person(s) signing below hereby represent and warrant to Lessor that they are duly authorized to request the Advance on behalf of Lessoe.

Deted: 20	
Attachments:	COUNTY OF MAUI
Required Permits and Approvals     Lien Waivers	Shray Mortin
3. Involces	
4. Conditional Bill of Sale	Name: MARCY MARTIN
5. Updated Budget (If requested by Lessor) 6. Reviews and inspections (If requested by Lessor) 7. Other Required Items (If requested by Lessor)	Its: Acting Director of Finance
7. Other Required Identa (in requested by Lassor)	Ву
	Name:
	its:
	By: KRISTINA C SCHRISTO Deputy Corporation Counsel County of Maul
	APPROVED RECOMMENDED:
	LEO CAIRES, Chief of Steff
	County of Maui

### Required Permits and Approvals

Lien Waivers

Invoices

Conditional Bill of Sale

**Updated Budget** 

# Reviews and Inspections

Other Required Items

#### CONDITIONAL CERTIFICATE OF ACCEPTANCE

TO:

BANK OF HAWAII EQUIPMENT FINANCE P.O. BOX 2900 HONOLULU, HAWAII 96846

The undersigned hereby certifies that it has begun accepting the following equipment for purposes of commencing the Lessee's rental payment obligations under Equipment Lesse Agreement No. 1474 dated September 30, 2022, including without limitation the Advance Funding Addendum thereto, between the undersigned and BANK OF HAWAII, with respect to Exhibit 5451 to be executed upon final acceptance of the Equipment:

Quantity	Description of Equipment	Serial No.
	See Appendices 1 through 3, inclusive, to that certain investment Grade Audit dated September 21, 2022, prepared by Johnson Controls, inc. for Lesses's Energy Savings Performance Contracting project (the "IGA"), hereby incorporated by reference; such equipment being located at the Premises described in Appendices 5 and 6 to the IGA.	

The execution of this Certificate will in no way relieve or lesson the responsibility of the manufacturer or vendor of the equipment for any warranties it has made with respect to the same.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatories to the original or the same counterpart. For all purposes, including, without limitation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

The parties hereto agree that delivery of a signature page to, or an executed counterpart of, this document by facsimile, email transmission of a scanned image or other electronic means, shall be effective as delivery of an originally executed signature page or counterpart, and shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law. Alternatively, you agree to adopt your electronic signature below as your signature and you are creating a valid, binding contract under the Federal Electronic Signatures in Global and National Commerce Act, the Hawell Uniform Electronic Transactions Act and/or the Hawali Uniform Commercial Code. You further acknowledge and agree that upon request you will deliver an original, fully executed copy of this document to Bank of Hawali.

Dated: July 17 2024

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Name:	Marcy Martin
ACT	ING DIRECTOR OF FINANC
Ву	
Name:	
APPROVED AS 1	TO FORM AND LEGALITY
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Y: Kristina C. To	Chal. Es
Kristina C. To Deputy Corp	oration Counsel
Y: Kristina C. To	oration Counsel
Kristina C. To Deputy Corp	poration Counsel eul
Kristina C. To Deputy Corp County of Mi	poration Counsel eul

#### **AMENDED AND RESTATED ADVANCE FUNDING AUTHORIZATION**

Upon execution, this Amended and Restated Advance Funding Authorization supersedes and replaces in entirety all previously executed Advance Funding Authorizations.

TO: **BANK OF HAWAII EQUIPMENT FINANCE** 

P.O. BOX 2900 HONOLULU, HAWAII 96846

The following terms when used herein shall have the following meanings:

Bank of Hawaii, Equipment Finance

Lessor's address is:

P.O. Box 2900

Honolulu, Hawaii 96846

Lessee shall mean:

County of Maui Lessee's mailing address is: 200 South High Street Wailuku, Maui 96793

Johnson Controls, Inc.

Vendor shall mean: Vendor's address is:

2065 Main St., Suite 101

Wailuku, HI 96793

Equipment Lease Agreement shall mean that certain Equipment Lease Agreement No. 1474, dated September 30. 2022 and made by and between Lessor and Lessee for the lease of the Equipment. Unless otherwise defined herein, all terms used herein have the same meanings and definitions as set forth in the Equipment Lease Agreement.

Funding Date	Monthly Installment of the Advance for Disbursement	Amount of Principal Paid to Vendor	Amount of Interest Paid to Lessor	Cumulative Total of the Advance
30-Sep-2022	\$5,780,648.80	\$5,760,646.60	\$0.00	\$5,760,646.60
04-Nov-2022	\$3,486,609.41	\$3,456,387.96	\$10,221.45	\$9,227,256.01
30-Nov-2022	\$2,316,418.39	\$2,304,258.64	\$12,159.75	\$11,543,674.40
30-Dec-2022	\$1,457,714.36	\$1,440,161.65	\$17,552.71	\$13,001,388.76
30-Jan-2023	\$1,460,589.86	\$1,440,161.65	\$20,428.21	\$14,461,978.62
28-Feb-2023	\$2,325,515.77	\$2,304,258.64	\$21,257.13	\$16,787,494.39
30-Mar-2023	\$2,329,784.83	\$2,304,258.64	\$25,526.19	\$19,117,279.22
28-April-2023	\$604,164.44	\$576,064.66	\$28,099.78	\$19,721,443.66
30-May-2023	\$608,051.22	\$576,064.66	\$31,988.56	\$20,329,494.88
30-June-2023	\$608,007.03	\$576,064.66	\$31,942.37	\$20,937,501.91
28-July-2023	\$605,778.70	\$576,064.66	\$29,714.04	\$21,543,280.62
30-Aug-2023	\$612,098.01	\$576,064.66	\$36,033.35	\$22,156,378.63
29-Sep-2023	\$609,752.98	\$576,064.66	\$33,688.32	\$22,765,131.60
30-Oct-2023	\$611,833.98	\$576,064.66	\$35,769.32	\$23,376,965.59
30-Nov-2023	\$612,795.32	\$576,064.66	\$36,730.66	\$23,989,760.90
29-Dec-2023	\$811,326.32	\$576,064.68	\$35,261.66	\$24,601,087.22
30-Jan-2024	\$615,965.60	\$576,064.66	\$39,900.94	\$25,217,052.82
29-Feb-2024	\$614,408.40	\$578,064.66	\$38,343.74	\$25,831,461.23
29-Mar-2024	\$614,033.37	\$576,064.66	\$37,968.71	\$26,445,494.59
31-May-2024	\$84,213.72	\$0.00	\$84,213.72	\$26,529,708.3
28-June-2024	\$37,547.51	\$0.00	\$37,547.51	\$26,567,256.83
31-July-2024	\$44,315.05	\$0.00	\$44,315.05	\$26,611,570,8

The Advance shall mean:

\$26,611,570,87

The monthly installment of the Advance to be disbursed on <u>July 31, 2024</u> in the amount of <u>\$44.315.05</u> shall be paid as follows: <u>\$0.00</u> to Vendor, and <u>\$44.315.05</u> to Lessor.

Disbursements of monthly installments of the Advance are limited to one disbursement per month, and each installment must be \$100,000.00 or more, installments must be in accordance with the formal project budget approved in writing by Lessor.

Equipment shall mean:

Energy conservation measures, as more particularly described in that certain Investment Grade Audit dated September 21, 2022 for the project ("IGA").

Equipment location address is:

Various (as shown in the IGA)

Lessee hereby requests that Lessor disburse funds in the amount of the <u>monthly installment</u> of the Advance above, Accordingly, the Advance now equals the sum of: (i) all amounts actually paid to Vendor under the Equipment Lesse Agreement, plus the amount to be paid to Vendor pursuant to this Authorization, for the purchase of the Equipment pursuant to Vendor's Invoice(s) (as defined below) attached hereto; and (ii) all amounts actually paid to Lessor for interest accrued, plus the amount to be paid to Lessor pursuant to this Authorization for Interest accrued for the current monthly period. The amount to be disbursed concurrently herewith is the monthly installment amount Indicated above for the applicable funding date.

LESSEE ACKNOWLEDGES THAT THE ADVANCE AMOUNT IS <u>CUMULATIVE</u> OF ALL SUMS PREVIOUSLY DISBURSED UNDER THE EQUIPMENT LEASE AGREEMENT, PLUS THE AMOUNT REQUESTED TO BE DISBURSED FOR THIS MONTH. UPON COMPLETION OF THE CONSTRUCTION PERIOD, LESSEE ACKNOWLEDGES THERE SHALL BE <u>ONE</u> AGGREGATE OUTSTANDING ADVANCE, WHICH REPRESENTS THE SUM OF ALL DISBURSEMENTS MADE OVER THE CONSTRUCTION PERIOD.

Attached hereto are true, correct and complete copies of the following supporting documents for the Advance:

- (1) All government approvals, entitlements and permits required for the construction work to be paid by the Advance (collectively, the "Required Permits and Contracts");
- (2) All lien waivers from contractor(s) providing goods and/or services to be paid by the Advance (collectively, the "Lien Waivers"):
- (3) All Invoices for goods and/or services to be paid by the Advance (collectively, the "Invoices");
- (4) Conditional Bill of Sale, executed by JCI, with quitclaim joinder by Lessee, covering the equipment to be purchased by the Advance, and conveying to Lessor all right, title and Interest in and to such equipment (the "Conditional Bill of Sale");
- (5) If requested by Lessor, the current project budget (the "Updated Budget");
- (6) If requested by Lessor, such third party reviews and inspections may be required by Lessor (collectively, the "Reviews and inspections"); and
- (7) Any other documents or information reasonably requested by Lessor (collectively, the "Other Required Items").

Lessee hereby certifies the following: (i) all involves to be paid by the monthly installment hereunder shall be paid no later than the date of the next advance request; (ii) the amount of monthly installments shall be paid are in accordance with the formal budget approved in writing by Lessor; (iii) no default under the Equipment Lesse Agreement or the Transaction Documents has occurred, and no event has occurred which, with the giving of notice, the lapse of time, or both, would be considered an event of default thereunder; (iv) all representations and warranties of Lessee in the Equipment Lesse Agreement are true and correct in all material respects as of the time of this Authorization; and (v) Lessee has otherwise performed and compiled with all agreements and conditions contained in the Equipment Lesse Agreement, the Advance Funding Addendum attached thereto, and all other Transaction Documents.

Lesses understands and agrees that the disbursements hereunder are being made pursuant to the terms and provisions of the Equipment Lesse Agreement and the Advance Funding Addendum attached thereto, both of which are incorporated herein.

Lessee understands and agrees that any monthly installments hereunder funded by Lessor from time to time shall be subject to Lessee's payment of rent and other expenses of the Lessor as more specifically described in the Advance Funding Addendum to the Equipment Lesse Agreement.

Lessee expressly acknowledges that it has selected the Equipment and the vendor, manufacturer, distributor and/or dealer (as applicable) of the Equipment, without any assistance or advice from the Lessor. Lessee also acknowledges that this Advance is being made at the request of Lessee, and that Lessor has merely agreed to purchase the Equipment pursuant to the Purchase Agreement, and to lease the Equipment to Lessee pursuant to the Equipment Lessee Agreement. Lessee further expressly acknowledges that neither Lessor nor any agent, employee or representative of Lessor has made any representations or warranties of any kind whatsoever with respect to the use, performance, fitness, condition or quality of the Equipment, and that Lessee is not relying on any such representations or warranties by the Lessor. LESSEE IS FULLY AWARE AND UNDERSTANDS THAT LESSOR DISCLAIMS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, RESPECTING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY. Lessee further understands and agrees that if the Equipment does not operate as represented by the vendor or any manufacturer, distributor or dealer, or is unsatisfactory for any other reason, Lessee will make any claim on account thereof solely against such vendor, manufacturer, distributor or dealer, and not against Lessor.

The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatories to the original or the same counterpart. For all purposes, including, without limitation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

The parties hereto agree that delivery of a signature page to, or an executed counterpart of, this document by facsimile, email transmission of a scanned image or other electronic means, shall be effective as delivery of an originally executed signature page or counterpart, and shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law. Alternatively, you agree to adopt your electronic signature below as your signature and you are creating a valid, binding contract under the Federal Electronic Signatures in Global and National Commerce Act, the Hawaii Uniform Electronic Transactions Act and/or the Hawaii Uniform Commercial Code. You further acknowledge and agree that upon request you will deliver an original, fully executed copy of this document to Bank of Hawaii.

[The remainder of this page is intentionally left blank; signature page follows.]

The person(s) signing below hereby represent and warrant to Lessor that they are duly authorized to request the Advance on behalf of Lesses.

# Attachments:

- Required Permits and Approvals
   Lien Walvers
- 3. Invoices
- 4. Conditional Bill of Sale
- 5. Updated Budget (If requested by Lessor)
  6. Reviews and Inspections (If requested by Lessor)
  7. Other Required Items (If requested by Lessor)

#### COUNTY OF MAU!

By	Nous	agri	ax	m	
Name:	-6	Ma	TCV I	Martin	
its:	ACTING DIRECTOR OF FINANCE				

lv		
	Name:	
	ltn:	

APPROVED AS TO FORM AND LEGALITY

By: KRISTINA C. TOSHIKIYO

**Deputy Corporation Counsel** County of Maul

APPROVAL RECOMMENDED:

CEO CAIRES, Chief of Staff County of Maul

# Required Permits and Approvals

Lien Waivers

Invoices

Conditional Bill of Sale

# ATTACHMENT 5 Updated Budget N/A

Reviews and Inspections

Other Required Items

# **BFED Committee**

From: Lesley Milner < Lesley.J.Milner@co.maui.hi.us>

**Sent:** Monday, August 12, 2024 2:15 PM

**To:** BFED Committee

Cc: Kristina Cabbat; Leo Caires; Marcy Martin; Maria Zielinski; Michelle Santos; Zeke Kalua;

Stacey L. Vinoray

**Subject:** Re: PLEASE READ attached letter re: BFED-21(24); reply by 8/12/24

Attachments: BFED-21(24) Reponse 3.pdf

Aloha,

Please see the attached correspondence. Thank you.

-Lesley

>>> BFED Committee <BFED.Committee@mauicounty.us> 7/30/2024 8:57 AM >>>

**Ms. Milner:** Please refer to the attached letter from BFED Chair Sugimura dated July 30, 2024. Please respond by August 12, 2024.

Mayor's Office: Please forward the attached letter to Mayor Bissen for his information.

Ms. Martin and Mr. Caires: FYI.

Thank you, BFED Committee Staff