



Mail Code: RI 1-530-01-19
 3400 Pawtucket Avenue
 Riverside, RI 02915-5298
 Fax: 404-532-3742
 BALCPayoffs@bankofamerica.com

August 20, 2020
Leasing customer
Email address
HUMBOLDT, CA COUNTY OF

RE: Customer No. 2455800 /Schedule No(s). 001 **Vin/(S/N)**

Dear Leasing customer

Banc of America Public Capital Corp, as Lessor (BAPCC) will allow the early termination of the above referenced Lease Schedule(s) (collectively the "Lease") under the following conditions. All capitalized terms used herein and not defined shall have the meanings assigned or referred to them in the Lease.

Provided no Event of Default has occurred and is continuing and Lessee is in full compliance with all other terms of the Lease, BAPCC agrees to terminate the Lease and transfer all of its right, title and interest in and to the equipment covered under the Lease (the "Equipment") o Lessee for the amounts stated below, plus any sales, use, property or excise tax on or measured by such sale, plus any other expenses due or payable in connection with the transfer (collectively, the "Termination Amount").

BAL must receive the following in good funds prior to 5:00 p.m. on September 30, 2020

Principal Balance	\$	3,930,000.00
Interest thru 9/30/20	\$	42,738.75
Sales Tax	\$	-
Property Tax	\$	-
Rent due	\$	-
TOTAL	\$	<u>3,972,738.75</u>

***** *Payoff assumes receipt of the***

rental payment in full ***

Please wire transfer the above amounts as follows.

Bank: Bank of America
 ABA #: 0260-0959-3
 For the account of: Banc of America Leasing & Capital, LLC
 Account No.: 12334-01992
 Reference: **Customer No. 2455800 /Schedule No(s). 001**
 Upon receipt Notify: Willie Nesmith

Or remit payment by check to:

Banc of America Leasing & Capital, LLC
 P.O. Box 100918
 Atlanta, GA 30384-0918

Ref: Customer No. 2455800 /Schedule No(s). 001

Upon our receipt of wire transferred funds or certified check in the aforementioned amount, and provided that you are not then in default of any of your obligations to BAPCC, BAPCC will execute any documentation reasonably required to terminate its right, title and interest in and to the Equipment.

BAPCC's interest in the Equipment will be transferred "AS IS, WHERE IS" without representation or warranty of any kind, express or implied, and without recourse to BAPCC except that the Equipment shall be free and clear of all liens created by BAPCC. All taxes and fees collected by BAPCC are estimates; if additional amounts are due, Lessee agrees that it is responsible for and will pay such amounts directly or reimburse BAPCC.

Notwithstanding the above, Lessee hereby acknowledges and agrees that any obligations or indemnities of Lessee which by their terms survive the expiration or termination of the Master Lease or any Lease Schedule thereunder shall continue in full force and effect. Further, any corporate or personal guaranties which relate to the Lease, as well as any and all other obligations which may be outstanding to BAPCC or its affiliates, shall remain in full force and effect with respect to such other obligations, notwithstanding the termination of the Lease. In addition, if a security interest in the Equipment has been granted to BAPCC as security for any obligations owing to BAPCC or its affiliates or assigns other than the Lease, any such grant of security interest shall remain in full force and effect with respect to such other obligations, notwithstanding the termination of the Lease.

Lessee, by paying the above stated amounts, agrees to the terms of this letter and to the early termination of the Lease, and releases BAPCC of any and all of its obligations, if any, under the Lease.

If the Termination Amount is not received by BAPCC in accordance with the terms of this letter, the Lease shall continue in full force and effect in accordance with its terms and Lessee shall promptly reimburse BAPCC for any out of pocket expenses BAPCC may have incurred in connection with the proposed early termination of the Lease. Nothing contained in this letter shall be deemed a waiver of any rights and remedies BAPCC may have under the Lease, other related documents and instruments or applicable law, all of which rights and remedies are expressly reserved.

If you should have any questions or if we may be of further service, please feel free to contact us at BALCPayoffs@bankofamerica.com.

Very truly yours,

Banc of America Public Capital Corp,

By: *Willie Nesmith*
Willie Nesmith
Operations Consultant



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HUMBOLDT, CA COUNTY OF

RE: Customer No. 2455800 /Schedule No(s). 002 **Vin/(S/N)**

Dear Leasing customer

Banc of America Public Capital Corp, as Lessor (BAPCC) will allow the early termination of the above referenced Lease Schedule(s) (collectively the "Lease") under the following conditions. All capitalized terms used herein and not defined shall have the meanings assigned or referred to them in the Lease.

Provided no Event of Default has occurred and is continuing and Lessee is in full compliance with all other terms of the Lease, BAPCC agrees to terminate the Lease and transfer all of its right, title and interest in and to the equipment covered under the Lease (the "Equipment") o Lessee for the amounts stated below, plus any sales, use, property or excise tax on or measured by such sale, plus any other expenses due or payable in connection with the transfer (collectively, the "Termination Amount").

BAL must receive the following in good funds prior to 5:00 p.m. on September 30, 2020

Principal Balance	\$	1,170,000.00
Interest thru 9/30/20	\$	12,333.75
Sales Tax	\$	-
Property Tax	\$	-
Rent due	\$	-
TOTAL	\$	1,182,333.75

***** Payoff assumes receipt of the**

rental payment in full ***

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Bank: Bank of America
 ABA #: 0260-0959-3
 For the account of: Banc of America Leasing & Capital, LLC
 Account No.: 12334-01992
 Reference: **Customer No. 2455800 /Schedule No(s). 002**
 Upon receipt Notify: Willie Nesmith

Or remit payment by check to:

Banc of America Leasing & Capital, LLC
 P.O. Box 100918
 Atlanta, GA 30384-0918

Ref: Customer No. 2455800 /Schedule No(s). 002

Upon our receipt of wire transferred funds or certified check in the aforementioned amount, and provided that you are not then in default of any of your obligations to BAPCC, BAPCC will execute any documentation reasonably required to terminate its right, title and interest in and to the Equipment.

BAPCC's interest in the Equipment will be transferred "AS IS, WHERE IS" without representation or warranty of any kind, express or implied, and without recourse to BAPCC except that the Equipment shall be free and clear of all liens created by BAPCC. All taxes and fees collected by BAPCC are estimates; if additional amounts are due, Lessee agrees that it is responsible for and will pay such amounts directly or reimburse BAPCC.

Notwithstanding the above, Lessee hereby acknowledges and agrees that any obligations or indemnities of Lessee which by their terms survive the expiration or termination of the Master Lease or any Lease Schedule thereunder shall continue in full force and effect. Further, any corporate or personal guaranties which relate to the Lease, as well as any and all other obligations which may be outstanding to BAPCC or its affiliates, shall remain in full force and effect with respect to such other obligations, notwithstanding the termination of the Lease. In addition, if a security interest in the Equipment has been granted to BAPCC as security for any obligations owing to BAPCC or its affiliates or assigns other than the Lease, any such grant of security interest shall remain in full force and effect with respect to such other obligations, notwithstanding the termination of the Lease.

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If you should have any questions or if we may be of further service, please feel free to contact us at BALCPayoffs@bankofamerica.com.

Very truly yours,

Banc of America Public Capital Corp,

By: *Willie Nesmith*
Willie Nesmith
Operations Consultant



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BAL must receive the following in good funds prior to 5:00 p.m. on September 30, 2020

Principal Balance	\$	2,820,000.00
Interest thru 9/30/20	\$	32,900.00
Sales Tax	\$	-
Property Tax	\$	-
Rent due	\$	-
TOTAL	\$	2,852,900.00

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rental payment in full ***

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Bank: Bank of America
 ABA #: 0260-0959-3
 For the account of: Banc of America Leasing & Capital, LLC
 Account No.: 12334-01992
 Reference: **Customer No. 2455800 /Schedule No(s). 003**
 Upon receipt Notify: Willie Nesmith

Or remit payment by check to:

Banc of America Leasing & Capital, LLC
 P.O. Box 100918
 Atlanta, GA 30384-0918

Ref: Customer No. 2455800 /Schedule No(s). 003

Upon our receipt of wire transferred funds or certified check in the aforementioned amount, and provided that you are not then in default of any of your obligations to BAPCC, BAPCC will execute any documentation reasonably required to terminate its right, title and interest in and to the Equipment.

BAPCC's interest in the Equipment will be transferred "AS IS, WHERE IS" without representation or warranty of any kind, express or implied, and without recourse to BAPCC except that the Equipment shall be free and clear of all liens created by BAPCC. All taxes and fees collected by BAPCC are estimates; if additional amounts are due, Lessee agrees that it is responsible for and will pay such amounts directly or reimburse BAPCC.

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By: *Willie Nesmith*
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