

SCHEDULE A-3

Dated as of September 10, 2015

This Lease Schedule A-3 (this "*Schedule*") relates to the Equipment Lease-Purchase Agreement Part Three referenced below and, together with the terms and conditions of the Lease incorporated herein by reference, constitutes a Lease. Unless otherwise defined herein, capitalized terms will have the same meaning described to them in the Lease.

Equipment Lease-Purchase Agreement Part Three dated September 10, 2015 ("Commencement Date")

1. *Equipment Description.* As used in the Lease, "Equipment" means all of the property described in the Payment Schedule attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, modifications, replacements and substitutions thereon and thereto.
2. *Rent Payments; Lease Term.* The Rent Payments to be paid by Lessee to Lessor, the Commencement Date of this Lease and the Lease Term of this Lease are set forth on the Payment Schedule attached to this Schedule.
3. *Essential Use; Current Intent of Lessee.* Lessee represents that (a) the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority and will not be used in a trade or business of any person or entity, and (c) the useful life of the Equipment is not less than the stated full Lease Term of this Lease. Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. Lessee currently intends for the full Lease Term: to use the Equipment, to continue this Lease; and to make Rent Payments so long as funds are appropriated by its governing body for the succeeding fiscal year.
4. *Re-Affirmation of the Lease Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Lease (particularly Sections 6.1 and 16 thereof) are true and correct as though made on the date of execution of this Schedule.

PAYMENT SCHEDULE A-3

Attached to and made part of Lease Part 3 dated as of September 10, 2015 by and between KS StateBank, f.k.a. Kansas State Bank of Manhattan, as Lessor, and City of Fresno, as Lessee.

Commencement Date: September 10, 2015

1. EQUIPMENT LOCATION & DESCRIPTION:

2. LEASE PAYMENT SCHEDULE

(a) Total Amount Financed: \$2,957,066.00 (Purchase Price)

(b) Payment Schedule:

Rent Pmt No.	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value*
1	10-Mar-16	\$323,960.00	\$50,107.48	\$273,852.52	\$2,739,465.28
2	10-Sep-16	\$323,960.00	\$45,467.05	\$278,492.95	\$2,450,159.52
3	10-Mar-17	\$323,960.00	\$40,747.99	\$283,212.01	\$2,157,194.04
4	10-Sep-17	\$323,960.00	\$35,948.96	\$288,011.04	\$1,860,522.54
5	10-Mar-18	\$323,960.00	\$31,068.61	\$292,891.39	\$1,560,098.15
6	10-Sep-18	\$323,960.00	\$26,105.57	\$297,854.43	\$1,255,873.39
7	10-Mar-19	\$323,960.00	\$21,058.43	\$302,901.57	\$947,800.19
8	10-Sep-19	\$323,960.00	\$15,925.76	\$308,034.24	\$635,829.86
9	10-Mar-20	\$323,960.00	\$10,706.12	\$313,253.88	\$319,913.11
10	10-Sep-20	\$323,960.00	\$5,398.03	\$318,561.97	\$0.00

CITY OF FRESNO, a California municipal corporation *as Lessee*

KS STATEBANK, a Kansas corporation *as Lessor*

By: _____

By: _____

Name: Michael Lima

Name: Marsha Jarvis

Title: City Controller

Title: Senior Vice President

ATTEST:

ATTEST:

By: _____

By: _____

Name: Yvonne Spence

Name: Curtis Loub

Title: CMC City Clerk

Title: Vice President & General Counsel