
ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made and entered into as of the date of last signature below by and among U.S. Bank National Association ("Escrow Agent"), Cisco Systems Capital Corporation ("Capital"), and County of Fresno, a Political Subdivision Chartered by the State of California ("Customer").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and permitted assigns, hereby agree as follows:

ARTICLE 1: RECITALS

Section 1.01. Capital and Customer have entered into a Payment Agreement (SLED) No. 001-0004946 (the "Payment Agreement"). Pursuant to the Payment Agreement, Capital has agreed to finance for Customer the acquisition of certain personal property described therein (the "Products") on the terms and conditions set forth in the Payment Agreement. This Agreement is not intended to alter or change the rights and obligations of Capital and Customer under the Payment Agreement, but is entirely supplemental thereto.

Section 1.02. The terms capitalized in this Agreement but not defined herein shall have the meanings given to them in the Payment Agreement, provided that the Escrow Agent shall not have any obligation to understand or ascertain the meaning of any such defined terms that are used but not defined herein.

Section 1.03. Upon the execution of the Payment Agreement and this Agreement and the satisfaction of all other financing conditions identified in the Payment Agreement (as determined by Capital), Capital will, in accordance with the written wire instructions provided by the Escrow Agent, deposit or cause to be deposited with the Escrow Agent the sum of \$10,545,634.38 ("Escrow Funds") which is required to be credited to the Cisco Capital and County of Fresno Account established in Article 2 hereof and which will be used to pay the aggregate acquisition costs of the Products financed under the Payment Agreement (the "Total Cost"), and, to the extent not needed for this purpose, to pay or prepay amounts outstanding under the Payment Agreement; all as hereinafter provided.

Section 1.04. Under the Payment Agreement, Customer will cause the Products to be ordered from the Vendor therefor. The Total Cost to be paid to the Vendor supplying the Products shall be paid solely from the amount deposited with the Escrow Agent as described in Section 1.03 and Section 3.04 hereof, in accordance with this Agreement and the Payment Agreement.

Section 1.05. Capital and Customer agree to employ the Escrow Agent to receive, hold, invest and disburse the moneys to be paid to the Escrow Agent by Capital as described in Section 1.03 and, if applicable, by Customer pursuant to Section 3.04 hereof, all as hereinafter provided; however, the Escrow Agent shall not be obligated to assume or perform any obligation of Customer or Capital or any Vendor with respect thereto or under the Payment Agreement by reason of anything contained in this Agreement.

Section 1.06. Each of the parties has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers or other authorized representatives whose signatures are affixed hereto.

ARTICLE 2: CISCO CAPITAL AND COUNTY OF FRESNO ACCOUNT

Section 2.01. The Escrow Agent shall establish an escrow account designated as the "Cisco Capital and County of Fresno Account" (the "Cisco Capital and County of Fresno Account") and shall administer the Cisco Capital and County of Fresno Account as provided in this Agreement.

Section 2.02. All moneys paid to the Escrow Agent by Capital pursuant to Section 1.03 and, if applicable, by Customer pursuant to Section 3.04 hereof, shall be credited to the Cisco Capital and County of Fresno Account. The Escrow Agent shall disburse the moneys in the Cisco Capital and County of Fresno Account to pay (all or a portion of) the Total Cost upon receipt of a Payment Request Form in the form attached hereto as Exhibit A, executed by an authorized representative for each of Capital and Customer as set forth in Exhibit D. Upon receipt of a Payment Request Form with respect to any Products, Escrow Agent shall disburse to the applicable payee(s) the amounts identified therein in accordance with the instructions specified therein. Escrow Agent will use good faith efforts to process each Payment Request Form for payment within one (1) business day of receipt of request received prior to 2:00 p.m. Central Time. Customer agrees that it will submit Payment Request Forms only

with respect to operationally complete and functionally independent portions of the Products which may be utilized by Customer without regard to whether the balance of the Products is delivered and accepted (hereinafter, "**Complete Portions of Products**"). Customer acknowledges and agrees that Capital shall not approve any Payment Request Form which does not describe a Complete Portion of Products. Capital and Customer authorize Escrow Agent to make such disbursements in accordance with this Section without the duty of any independent investigation with respect to the Products or the delivery or availability thereof.

Section 2.03. (a) On September 1, 2027 the Escrow Agent shall pay to Capital the entire remaining balance in the Cisco Capital and County of Fresno Account less an amount thereof equal to the Total Cost of the Products for which the Escrow Agent has received a Payment Request Form and which has not been paid (the "**Escrow Balance**"). The Escrow Balance paid to Capital shall first be applied to any fee payable by Customer to Capital pursuant to the provisions of Section 2.03(b) hereof and any balance thereof, at Capital's election, shall be applied to pay the next Payment(s) thereafter coming due under the Payment Agreement. Within 15 days after receiving the Escrow Balance, Capital shall notify Customer as to how it will be applied, and shall furnish to Customer a new Payment schedule reflecting any changes in Payments due to any prepayment.

(b) If, on the date of disbursement of the balance of funds in the Cisco Capital and County of Fresno Account pursuant to Sections 2.03(a) and 2.04 hereof, less than 50% of the amount of the initial deposit made by Capital pursuant to Section 1.03 hereof was used to pay the Total Cost of the Products then Customer shall pay a fee to Capital equal to the amount disbursed times the prepayment fee, if any, which would be payable by Customer under the Payment Agreement had it elected to prepay the Payment Agreement on the date of the disbursement from the Cisco Capital and County of Fresno Account.

Section 2.04. Upon receipt of written notice from Capital or Customer that (a) an Event of Default has occurred under the Payment Agreement and/or (b) an Event of Non-appropriation, if provided for under the Payment Agreement, has occurred, then the Escrow Agent shall liquidate all investments held in the Cisco Capital and County of Fresno Account and transfer the proceeds thereof and all other moneys held in the Cisco Capital and County of Fresno Account to Capital.

Section 2.05. The Escrow Agent shall only be responsible for the safekeeping and investment of the moneys held in the Cisco Capital and County of Fresno Account, and the disbursement thereof in accordance with this Agreement, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Cisco Capital and County of Fresno Account to make the payments herein required.

ARTICLE 3: MONEYS IN THE CISCO CAPITAL AND COUNTY OF FRESNO; INVESTMENT

Section 3.01. The moneys and investments held by the Escrow Agent under this Agreement are irrevocably held for the benefit of Customer and Capital, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and except as set forth herein, shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Customer or Capital. Capital, Customer and Escrow Agent intend that the Cisco Capital and County of Fresno Account constitute an escrow account in which Customer has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Customer shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Capital have a security interest in the Cisco Capital and County of Fresno Account, and such security interest is hereby granted by Customer to secure payment of all sums due to Capital under the Payment Agreement. For such purpose, the Escrow Agent hereby agrees to comply with the instructions of Capital concerning the Cisco Capital and County of Fresno Account and all monies and securities therein without further consent by Customer or any other person and agrees to note, or cause to be noted, on all books and records relating to the Cisco Capital and County of Fresno Account, Capital's interest therein.

Section 3.02. Moneys held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent upon receipt of written direction from Customer, which direction shall be limited to Qualified Investments, as defined in Section 3.05. Such investments shall be registered in the name of the Escrow Agent and held by the Escrow Agent for the benefit of Capital. The Escrow Agent is hereby authorized to execute the directed purchase and sale of investments through the facilities of its own trading or capital markets operations. The Escrow Agent or any of its affiliates may receive customary compensation with respect to any such investment directed hereunder. In the absence of written direction from Customer, the amounts in the Cisco Capital and County of Fresno Account shall be invested in a U.S. Bank Money Market Deposit Account, as more fully described in the attached Exhibit B.

Section 3.03. The Escrow Agent shall, without further direction from Customer or Capital, sell such investments as and when required to make any payment from the Cisco Capital and County of Fresno Account. All investment earnings shall become part of the Escrow Funds and investment losses shall be charged against the Escrow Funds.

Section 3.04. The Escrow Agent shall furnish to Customer and Capital statements accounting for all investments and interest and income therefrom. Such accounting shall be furnished monthly and shall also include a report of the balance in the Cisco Capital and County of Fresno Account and the amounts and dates of disbursements therefrom. Neither Capital nor Escrow Agent shall be responsible or liable for any loss suffered in connection with any investment of moneys made by it in accordance with this Article. In the event funds in the Cisco Capital and County of Fresno Account are insufficient to pay the Total Cost, Customer shall deposit additional funds into the Cisco Capital and County of Fresno Account in an amount sufficient to pay the balance of the Total Cost.

Section 3.05. As used in this Agreement, the term "**Qualified Investments**" means U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks, including any lockbox agent or an affiliate of the lockbox agent, that have a rating on their short term certificates of deposit on the date of purchase of "A-1+" by S&P and "F1+" by Fitch and maturing no more than 360 days after the date of purchase. Ratings on holding companies are not considered as the rating of U.S. Bank National Association.

ARTICLE 4: ESCROW AGENT'S AUTHORITY; INDEMNIFICATION

Section 4.01. The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

Section 4.02. Customer hereby agrees to indemnify the Escrow Agent, its officers, directors, employees, and affiliates (collectively, the "**Indemnified Parties**") and hold each harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expense, fees or charges of any character or nature (including without limitation reasonable attorneys' fees, costs and expenses) arising as a result of Customer's breach of its obligations under this Agreement (each, a "**Liability**"); and in connection therewith, to indemnify the Indemnified Parties against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim, whether brought by Capital, Customer or any other person, and the cost of enforcing the Customer's indemnity obligations; provided, however, that no Indemnified Party shall have a right to indemnity hereunder to the extent that any such Liability is determined by a court of competent jurisdiction, subject to no further appeal, to have been caused primarily by such Indemnified Party's gross negligence or willful misconduct. The obligations of Customer under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

Section 4.03. If (a) Customer or Capital shall be in disagreement about the interpretation of this Agreement, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, (b) Escrow Agent is unable to determine, to Escrow Agent's sole and reasonable satisfaction, the proper disposition of all or any portion of the Cisco Capital and County of Fresno Account or Escrow Agent's proper actions with respect to its obligations hereunder or (c) Customer and Capital have not, within 30 calendar days of the furnishing by Escrow Agent of a notice of resignation pursuant to Section 6.02 hereof, appointed a successor Escrow Agent to act hereunder, then Escrow Agent may, in its sole discretion, take either or both of the following actions:

1. suspend the performance of any of its obligations (including without limitation any disbursement obligations) under this Agreement until such dispute or uncertainty shall be resolved to the good faith satisfaction of Escrow Agent or until a successor Escrow Agent shall have been appointed; or
2. petition (by means of an interpleader action or any other appropriate method) any court of competent jurisdiction, for instructions with respect to such dispute or uncertainty, and to the extent required or permitted by law, pay into such court, for holding and disposition in accordance with the instructions of such court, the entire Cisco Capital and County of Fresno Account; provided, however, that, in the case of clauses (a) and (b) above, Escrow Agent shall provide to Customer and Capital not less than 20 days written notice prior to instituting any proceedings described in this clause (2).

Escrow Agent shall have no liability to Customer or Capital with respect to any such suspension of performance or disbursement into court, specifically including any liability or claimed liability that may arise, or be alleged to have arisen, out of or as a result of any delay in the disbursement of the sums in the Cisco Capital and County of Fresno Account or any delay in or with respect to any other action required or requested of Escrow Agent. The Escrow Agent shall be indemnified by Customer, to the extent permitted by law, for all costs, including reasonable attorneys' fees, in connection with such petition unless such court determines the Escrow Agent was guilty of gross negligence or willful misconduct. The obligations of

Customer under this Section shall survive any termination of this Agreement and the resignation or removal of Escrow Agent.

Section 4.04. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no duties shall be implied. The Escrow Agent shall have no liability under and no duty to inquire as to the provisions of any agreement other than this Agreement, including without limitation any other agreement between any or all of the parties hereto or any other persons even though reference thereto may be made herein. The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection in acting in accordance with the advice of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind except to the extent that such mistakes, errors, acts or omissions were caused by Escrow Agent's gross negligence or willful misconduct. In no event shall Escrow Agent be liable for incidental, indirect, special, consequential or punitive damages or penalties (including, but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such damages or penalty and regardless of the form of action. Escrow Agent shall not be responsible for delays or failures in performance resulting from acts beyond its control, including without limitation acts of God, strikes, lockouts, riots, acts of war or terror, epidemics, governmental regulations, fire, communication line failures, computer viruses, power failures, earthquakes or other disasters.

The Escrow Agent is authorized, in its sole discretion, to comply with orders issued or process entered by any court with respect to the Cisco Capital and County of Fresno Account, without determination by the Escrow Agent of such court's jurisdiction in the matter. If any portion of the Escrow Funds are at any time attached, garnished or levied upon under any court order, or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any such event, the Escrow Agent is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree without the need for appeal or other action; and if the Escrow Agent complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person or entity by reason of such compliance even though such order, writ, Judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

ARTICLE 5: ESCROW AGENT'S COMPENSATION

Except with respect to the one-time Escrow Agent administrative fee set forth in the Escrow Fee Schedule (which is the sole responsibility of Capital), Escrow Agent compensation for the services to be rendered hereunder is payable by Customer and Capital, jointly and severally and is set forth in the Escrow Fee Schedule attached as Exhibit C hereto. If and to the extent that any such fees, expenses or charges are withdrawn from, or set off against amounts in the Cisco Capital and County of Fresno Account by Escrow Agent, Customer shall promptly pay such amounts to Capital.

ARTICLE 6: CHANGE OF ESCROW AGENT

Section 6.01. A national banking association located in the United States or a state bank or trust company organized under the laws of a state of the United States, may be substituted to act as Escrow Agent under this Agreement upon agreement of Customer and Capital. Such substitution shall not be deemed to affect the rights or obligations of Customer and Capital. Upon any such substitution, the Escrow Agent agrees to assign to such substitute Escrow Agent its rights under this Agreement, provided, however, that the Escrow Agent shall be entitled to continue to receive the benefits of any provision of this Agreement that by its terms survives the termination of this Agreement.

Section 6.02. The Escrow Agent or any successor may at any time resign by giving notice to Customer and Capital of its intention to resign and of the proposed date of resignation, which shall be a date not less than 30 days after such notice is delivered, unless an earlier resignation date and the appointment of a successor Escrow Agent shall have been or are approved by Customer and Capital and, after the date of such resignation notice, notwithstanding any other provision of this Agreement, the Escrow Agent's sole obligation will be to hold the Escrow Funds pending appointment of a successor Escrow Agent. Similarly, the Escrow Agent may be removed at any time by Customer and Capital giving at least thirty (30) days' prior written notice to the Escrow Agent specifying the date when such removal shall take effect.

Section 6.03. The Escrow Agent may retain and act hereunder through agents, and shall not be responsible for or have any liability with respect to the acts of any such agent retained by the Escrow Agent in good faith.

ARTICLE 7: ADMINISTRATIVE PROVISIONS

Section 7.01. The Escrow Agent shall keep complete and accurate records of all moneys received and disbursed under this Agreement.

Section 7.02. All notices, certificates, requests, demands and other communications provided for hereunder (each, a "Notice") shall be in writing and shall be (a) personally delivered, (b) sent by first class United States mail, (c) sent by overnight courier of national reputation, or (d) transmitted by e-mail, in each case addressed to Capital, Customer and Escrow Agent at their respective address specified below, or at such address as the party may provide to the other parties hereto in writing from time to time. Notice shall be effective upon receipt except for Notice via e-mail, which shall be effective only when the recipient, by return email or Notice delivered by other method provided for in this Section, acknowledges having received that e-mail (with an automatically generated receipt or similar notice not constituting an acknowledgement of an email receipt for purposes of this Section).

If to Capital, at:

Cisco Systems Capital Corporation
170 W. Tasman Drive
San Jose, CA 95134
Attn.: Operations Theatre Lead, Americas
Telephone:
E-mail: fileteam@cisco.com

If to Customer, at:

Director of Information Technology/Chief Information Officer
County of Fresno
333 W Pontiac Way
Clovis, CA 93612
Telephone: 559-600-5800
E-mail: itsdadminoffice@fresnocountyca.gov

If to Escrow Agent, at:

U.S. Bank National Association, as Escrow Agent
ATTN: Global Corporate Trust Services
Address: 10035 E 40th Ave
Denver, CO 80238-8685
Telephone: 303-585-4594
E-mail: michael.mcguire2@usbank.com

and to:

TFMCorporateEscrowShared@usbank.com

The Escrow Agent shall not have any duty to confirm that the person sending any Notice by electronic transmission (including by e-mail, web portal or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by Escrow Agent to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to Escrow Agent) shall be deemed original signatures for all purposes. Each other party assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to Escrow Agent, including without limitation the risk of Escrow Agent acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, Escrow Agent may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to Escrow Agent in lieu of, or in addition to, any such electronic Notice.

Section 7.03. This Agreement shall be construed and governed in accordance with the laws of the State of California.

Section 7.04. Any provisions of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

Section 7.05. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No party may assign this Agreement or any of its rights or obligations hereunder without the written consent of the other parties, provided that if the Escrow Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business (including the escrow contemplated by this Agreement) to another entity, the successor or transferee entity without any further act shall be the successor Escrow Agent.

Section 7.06. This Agreement and any Payment Request Form may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement and any Payment Request Form may be executed manually or by electronic means.

Section 7.07. This Agreement shall terminate upon disbursement by the Escrow Agent of all moneys held by it hereunder.

Section 7.08. This Agreement (and, with respect to Capital and Customer, together with the Payment Agreement) constitutes the entire agreement of the parties relating to the subject matter hereof. None of the terms or conditions of this Agreement may be changed, waived, modified, discharged, terminated or varied in any manner whatsoever unless in writing duly signed by each party to this Agreement.

Section 7.09 [Intentionally omitted]

Section 7.10. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, Escrow Agent requires documentation to verify its formation and existence as a legal entity. Escrow Agent may require financial statements, licenses or identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. Depositor and Recipient agree to provide all information requested by Escrow Agent in connection with any legislation or regulation to which Escrow Agent is subject, in a timely manner.

Section 7.11. Lessor and Lessee hereby grant to Escrow Agent and the Indemnified Parties a security interest in and lien upon the Cisco Capital and County of Fresno Account to secure all obligations hereunder and the right to offset the amount of any compensation or reimbursement due any of them hereunder (including any claim for indemnification hereunder) from the Escrow Funds; provided, however, that the Escrow Agent's security interest in the Cisco Capital and County of Fresno Account is expressly subject and subordinate to the Lessor's security interest in the Cisco Capital and County of Fresno Account (as such security interest is set forth in Section 3.01). If for any reason the funds in the Cisco Capital and County of Fresno Account are insufficient to cover such compensation and reimbursement, Lessee shall promptly pay such amounts to Escrow Agent or any Indemnified Party upon receipt of an itemized invoice.

Section 7.12. The Escrow Agent has no responsibility for the tax consequences of this Agreement and Customer and Capital shall consult with independent counsel concerning any and all tax matters. Customer and Capital agree to (i) assume all obligations imposed now or hereafter by any applicable tax law or regulation with respect to payments or performance under this Agreement and (ii) request and direct the Escrow Agent in writing with respect to withholding and other taxes, assessments or other governmental charges, and advise the Escrow Agent in writing with respect to any certifications and governmental reporting that may be required under any applicable laws or regulations. Except as otherwise agreed by the Escrow Agent in writing, the Escrow Agent has no tax reporting or withholding obligation except to the Internal Revenue Service with respect to Form 1099-B reporting on payments of gross proceeds under Internal Revenue Code Section 6045 and Form 1099 and Form 1042-S reporting with respect to investment income earned on the Escrow Funds, if any. Customer and Capital shall provide Escrow Agent a properly completed IRS Form W-9 or Form W-8, as applicable, for each payee. If requested tax documentation is not so provided, the Escrow Agent is authorized to withhold taxes as required by the United States Internal Revenue Code and related regulations. Escrow Agent is directed to report, on an accrual basis, all interest or income on the Escrow Funds as being owned by Customer for federal income tax purposes.

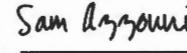
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the date last set forth below.

COUNTY OF FRESNOBy: 

Name: Garry Bredefeld

Title: Chairman of the Board of Supervisors of the County of Fresno

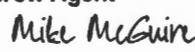
Date: 1-27-2026**CISCO SYSTEMS CAPITAL CORPORATION**By: 

Name: Sam Azzouni

ds
PD

Title: Operations Director

Date: January 20, 2026 | 9:30:44 PM EST

**U.S. BANK NATIONAL ASSOCIATION
as Escrow Agent**By: 

Name: Mike McGuire

Title: Vice President

Date: January 21, 2026 | 4:40:18 PM PST

Attest:

Bernice E. Seidel

Clerk of the Board of Supervisors
County of Fresno, State of CaliforniaBy: 

Deputy

Date: 1-27-2026

For accounting use only:

Org No.: 8905
Account No.: 7309
Fund No.: 1020
Subclass No.: 10000

EXHIBIT A

PAYMENT REQUEST FORM

U.S. Bank National Association, a s Escrow Agent under an Escrow Agreement dated [], 2025 by and among Escrow Agent, Cisco Systems Capital Corporation ("Capital"), and County of Fresno, a Political Subdivision Chartered by the State of California, entity ("Customer"), is hereby requested to pay, from the Cisco Capital and County of Fresno Account held under said Escrow Agreement, to the persons, firms or corporations designated below as payee(s), the amount set forth opposite each such name, in payment of the Total Cost of the Products designated opposite such payee's name and account. [The Products described below comprise a portion of the total Products described in the Payment Agreement.]

Payee	Amount	Products
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[INSERT]

The undersigned Customer hereby certifies that:

1. The Products described above comprise a portion of the Products described in the Payment Agreement, and has been delivered to, tested and inspected by, received by, and accepted by Customer. The Products described herein are operationally complete and functionally independent and may be utilized by Customer without regard to whether the balance of the Products under the Payment Agreement are delivered and accepted.

2. If the Payment Request Form relates to a progress payment, the amounts remaining in the Cisco Capital and County of Fresno Account are sufficient to acquire and complete the Products to which the Payment Agreement relates. The amounts requested to be paid as set forth above have not been the basis of a prior request.

3. The representations and warranties of Customer contained in the Payment Agreement are true and correct as of the date hereof.

4. No Event of Default or Event of Non-appropriation, or event which with the giving of notice or passage of time or both would constitute an Event of Default or Event of Non-appropriation, has occurred under the Payment Agreement.

5. Check if applicable:

This is the final Payment Request Form and Customer certifies that the entire Products subject to the Payment Agreement has been delivered and installed in accordance with Customer's specifications and, for the purpose of the Payment Agreement, is fully and finally accepted by Customer.

Request Date: _____

COUNTY OF FRESNO

By: *Sam Bredfeld*

Name: Sam Bredfeld

Title: Chairman of the Board of Supervisors of the County of Fresno

Date: 1-27-2026

ATTEST:

BERNICE E. SEIDEL

Clerk of the Board of Supervisors

County of Fresno, State of California

By: *Hanami* Deputy

CISCO SYSTEMS CAPITAL CORPORATION

DocuSigned by:

By: *Sam Azzouni*

Name: Sam Azzouni

Title: Operations Director

Date: January 20, 2026 | 9:30:44 PM EST

DS
PD

EXHIBIT B**MONEY MARKET DEPOSIT ACCOUNT AUTHORIZATION FORM****DESCRIPTION AND TERMS**

The U.S. Bank Money Market Deposit Account is a U.S. Bank National Association ("U.S. Bank") interest-bearing money market deposit account. Selection of this investment includes authorization to place funds on deposit and invest with U.S. Bank.

Interest rates are determined at U.S. Bank's discretion, and may be tiered by customer deposit amount. U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366). This method applies a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account.

The owner of the account is U.S. Bank, U.S. Bank Trust National Association, or U.S. Bank Trust Company National Association (as applicable) (the "U.S. Bank Entities") as agent for Global Corporate Trust customers. The U.S. Bank Entities perform all account deposits and withdrawals. Deposit accounts are FDIC-insured per depositor, as determined under FDIC Regulations, up to applicable FDIC limits.

THE U.S. BANK ENTITIES, WHEN ACTING AS AN INDENTURE TRUSTEE OR IN A SIMILAR CAPACITY, ARE NOT REQUIRED TO REGISTER AS A MUNICIPAL ADVISOR WITH THE SECURITIES AND EXCHANGE COMMISSION FOR PURPOSES OF COMPLYING WITH THE DODD-FRANK WALL STREET REFORM & CONSUMER PROTECTION ACT. INVESTMENT ADVICE, IF NEEDED, SHOULD BE OBTAINED FROM YOUR INVESTMENT ADVISOR.

AUTOMATIC AUTHORIZATION

In the absence of specific written direction to the contrary as may be authorized under the governing agreement, the applicable U.S. Bank Entity is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Deposit Account. Customer confirms that the U.S. Bank Money Market Deposit Account is a permitted investment under the governing agreement and this authorization is the permanent direction for investment of the moneys until the applicable U.S. Bank Entity is notified in writing of alternate instructions.

EXHIBIT C

**Schedule of Fees for Services as
Escrow Agent
Equipment Lease Purchase Escrow**

Acceptance Fee The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing. WAIVED

Escrow Agent One-time fee for the standard escrow agent services associated with the administration of the account. Administration fees are payable in advance. \$1,000
(to be paid by Capital)

Direct Out of Pocket Expenses Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel after the initial close, travel expenses and filing fees. At Cost

Extraordinary Services Extraordinary Services are duties or responsibilities of an unusual nature, including termination, but not provided for in the governing documents or otherwise set forth in this schedule. A reasonable charge will be assessed based on the nature of the services and the responsibility involved. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

EXHIBIT D

Each of the following person(s) is authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Capital's behalf (only one signature required).

<u>Sam Azzouni</u> Name	<u>Sam Azzouni</u> DocuSigned by: Specimen signature	<u>sazzouni@cisco.com</u> Email	<u>408-853-1442</u> Telephone No.
<u>Chris Capell</u> Name	<u>Chris Capell</u> Specimen signature	<u>ccapell@cisco.com</u> Email	<u>984-216-1924</u> Telephone No.
<u>Paul Wojdyla</u> Name	<u>Paul Wojdyla</u> Specimen signature	<u>pwojdyla@cisco.com</u> Email	<u>984-216-0620</u> Telephone No.

If only one person is identified above, the following person is authorized for call-back confirmations:

<u>Chris Capell</u> Name	<u>ccapell@cisco.com</u> Email	<u>984-216-1924</u> Telephone Number
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Each of the following person(s) is authorized to execute documents and direct Escrow Agent as to all matters, including fund transfers, address changes and contact information changes, on Customer's behalf (only one signature required).

Mike Kerr	<u>mkerr@fresnocountyca.gov</u>	<u>559-600-5800</u>
Name	Specimen signature	Email
Name	Specimen signature	Email
Name	Specimen signature	Email

If only one person is identified above, the following person is authorized for call-back confirmations:

Jennifer Cavalla	<u>jcavalla@fresnocountyca.gov</u>	<u>559-600-5800</u>
Name	Email	Telephone Number