

EXHIBIT A

PROPERTY SCHEDULE NO. ~~<8>~~530000010844

TO MASTER TAX-EXEMPT LEASE-PURCHASE AGREEMENT

This Property Schedule is entered into as of the Commencement Date described below, pursuant to that certain Master Tax-Exempt Lease-Purchase Agreement dated as of ~~<2>~~February 15, 2019 (the "Agreement") between ~~<3>~~City of Placerville, a political subdivision of the State of California ("Lessee"), and Opus Bank, a California commercial bank ("Lessor").

1. Interpretation. The Agreement is incorporated herein by reference in its entirety. In the event of a conflict between the provisions of the Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms used without definition in this Property Schedule have the meanings given in the Agreement.

2. Commencement Date. The Commencement Date for this Property Schedule is ~~<9>~~February 15, 2019.

3. Property Description. The Property subject to this Property Schedule, and the location(s) of the Property, are described on Exhibit 1 attached hereto.

4. Property Cost. The cost of the Property to be funded by Lessor under this Property Schedule is ~~<10>~~257,862.00. ~~[This amount includes a documentation fee payable to Lessor in the amount of \$<11>.]~~

5. Payment Schedule. Rental Payments shall be paid under this Property Schedule in such amounts and on such Rental Payment Dates as set forth on the Payment Schedule attached hereto as Exhibit 2 (the "Payment Schedule").

6. Proceeds.

~~[OPTION 1 – ALL PROCEEDS DISBURSED TO LESSEE OR VENDOR ON COMMENCEMENT DATE] Lessor shall disburse the proceeds of this Property Schedule to the Vendor (or to Lessee to reimburse it) in accordance with the instructions attached hereto as Exhibit 3.~~

~~[OPTION 2 – PROCEEDS DEPOSITED IN A RESTRICTED ACCOUNT] Lessor shall deposit the proceeds of this Property Schedule in a Restricted Account at Lessor bearing account no. <12>. Amounts on deposit in the Restricted Account shall be disbursed from time to time upon execution and delivery by Lessee to Lessor of Disbursement Requests in the form attached hereto as Exhibit 3, as provided by Section 6.1 of the Agreement. Any proceeds of this Property Schedule remaining on ~~<13>~~April 1, 2024 (the "Termination Date") in the Restricted Account shall be applied by Lessor as a prepayment of the unpaid Rental Payments under this Property Schedule in inverse order of their respective due dates; provided, however, that such prepayment shall be subject to any applicable prepayment premium. Lessor shall provide Lessee with a revised Payment Schedule which shall reflect the revised principal balance and reduced Rental Payments due under this Property Schedule. The Termination Date may be amended in a writing signed by Lessor and Lessee.~~

Comment [EH1]: TBD prior to closing

7. Acceptance Certificate. The form of Acceptance Certificate is attached to this Property Schedule as Exhibit 4.

8. Lessee's General Certificate. The Lessee's General and Tax Certificate is attached to this Property Schedule as Exhibit 5.

9. Lessee's Incumbency Certificate. The Lessee's Incumbency and Authorization Certificate is attached to this Property Schedule as Exhibit 6.

10. Opinion. The opinion of Lessee's counsel is attached to this Property Schedule as Exhibit 7.

11. Insurance. Lessee's insurance agreement is attached to this Property Schedule as Exhibit 8-A. ~~[OPTIONAL – LESSOR HAS CONSENTED TO SELF-INSURANCE]~~ A letter from Lessee's risk manager or insurance consultant is attached to this Property Schedule as Exhibit 8-B.

12. Financial Statements. Lessee has delivered to Lessor its statement of financial position for the fiscal year of Lessee ending ~~<14>~~June 30, 2017, and the related statement of activities and statement of cash flows and changes in financial position for the fiscal year then ended and the auditors' reports with respect thereto. For purposes of this Property Schedule, the above-referenced statements are the Financial Statements referenced in Section 4.1(k) of the Agreement.

13. Form 8038-G or -GC. The Form 8038-G or Form 8038-GC with respect to this Property Schedule is attached to this Property Schedule as Exhibit 9.

14. Representations and Warranties. Lessee represents and warrants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the Commencement Date. Lessee further

represents and warrants that no Event of Default has occurred and is continuing under any Property Schedule currently in effect.

15. State-Specific Provisions.

(a) Lessee hereby waives the benefits of Cal. Civ. Code §§ 1932(2) and 1933(4), as they may be amended from time to time, and any and all other rights to terminate this Property Schedule by virtue of any damage to or destruction of the Property.

(b) In addition to the representations, warranties and covenants set forth in the Agreement, Lessee hereby represents and warrants to, and covenants with, Lessor as follows:

(i) It has adopted a local debt policy that complies with the requirements of Cal. Gov. Code § 8855;

(ii) It has timely delivered to the California Debt and Investment Advisory Commission ("CDIAC") a notice of proposed issuance of this Property Schedule that complies with the requirements of Cal. Gov. Code § 8855; and

(iii) It will timely deliver to CDIAC a notice of final sale with respect to this Property Schedule that complies with the requirements of Cal. Gov. Code § 8855.

(c) If Lessee is a school district:

(i) Effective immediately after Lessee acquires title to the Property, Lessee will be deemed to sell, transfer and convey the Property to Lessor, and immediately thereafter, Lessor will be deemed to demise, lease and let the Property to Lessee pursuant to the Agreement and this Property Schedule. In connection with such sale, transfer and conveyance, Lessee hereby covenants and agrees that (A) Lessee is the owner of such Property; (B) such Property is free of all encumbrances; (C) Lessee has a good right and title to sell the Property; and (D) Lessee will warrant and forever defend the sale against the lawful claims and demands of all persons whomever.

(ii) In addition to the representations, warranties and covenants of Lessee set forth in the Agreement, Lessee represents and warrants to, and covenants with, Lessor as follows:

(A) The resolution of the governing body of Lessee which authorized the execution and delivery of the Property Schedule contained a finding of the governing body to the effect that the Property thereunder was either a major item of equipment, a relocatable building or data processing equipment, and that the sale and leaseback of the such Property was the most economical means of providing the Property to Lessee.

(B) Lessee has not filed during the current or prior fiscal year a qualified or negative certification as required by California Education Code § 42131, as has been or may be amended from time to time, with the County Superintendent or California Department of Education. Lessee covenants that so long as this Property Schedule is in effect, Lessee shall send to Lessor in a timely manner of all certificates made by Lessee in accordance with California Education Code § 42131, as may be amended from time to time.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Lessor has caused this Property Schedule to be executed in its name by its duly authorized officer, and Lessee has caused this Property Schedule to be executed in its name by its duly authorized officer.

<3>City of Placerville, Lessee

OPUS BANK, Lessor

By: _____
Name: <5>M. Cleve Morris
Title: <6>City Manager

By: _____
Name: _____
Title: _____

Address: <7>3101 Center Street, Placerville, CA 95667

Address: 19900 MacArthur Blvd., 12th Floor
Irvine, CA 92612

DRAFT

Exhibit 1 to Property Schedule No. <8>530000010844
Master Tax-Exempt Lease-Purchase Agreement dated <2>February 15, 2019

PROPERTY DESCRIPTION

The Property is as described in <15> dated <16> [incorporated herein by this reference] [inserted below] [attached], together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

Comment [EH2]: The Bank will need a copy of the quote(s) or invoice(s) for the various vehicles and equipment.

The Property is located (or in the case of motor vehicles, based at) <17>.

Comment [EH3]: The Bank will need the addresses for where the equipment will be located and the address where the vehicles will be based.

The Property is used for <18>municipal purposes. This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

<3>City of Placerville,
Lessee

By: _____
Name: <5>M. Cleve Morris
Title: <6>City Manager

**Exhibit 2 to Property Schedule No. 853000010844
Master Tax-Exempt Lease-Purchase Agreement dated as of 2February 15, 2019**

RENTAL PAYMENT SCHEDULE

Rental Payment Date	Rental Payment Amount	Interest Component	Principal Component	Outstanding Balance*
10/01/2019	\$28,186.45	\$5,070.14	\$23,116.31	\$234,745.69
04/01/2020	\$28,186.45	\$3,708.98	\$24,477.47	\$210,268.22
10/01/2020	\$28,186.45	\$3,322.24	\$24,864.21	\$185,404.01
04/01/2021	\$28,186.45	\$2,929.38	\$25,257.07	\$160,146.94
10/01/2021	\$28,186.45	\$2,530.32	\$25,656.13	\$134,490.81
04/01/2022	\$28,186.45	\$2,124.95	\$26,061.50	\$108,429.31
10/01/2022	\$28,186.45	\$1,713.18	\$26,473.27	\$81,956.04
04/01/2023	\$28,186.45	\$1,294.91	\$26,891.54	\$55,064.50
10/01/2023	\$28,186.45	\$870.02	\$27,316.43	\$27,748.07
04/01/2024	\$28,186.49	\$438.42	\$27,748.07	\$0.00

*After payment of Rental Payment due on such date.

This Rental Payment Schedule is based on the terms set forth in the Lease and the Property Schedule, assumes that payments are made as scheduled, and that no prepayments occur prior to the last day of the Property Schedule term. The interest component of the Rental Payment Schedule is subject to change based on application of the Contract Rate (the Taxable Rate if applicable, or the Default Rate if applicable) to the principal component of the Rental Payments remaining unpaid. Actual amounts may vary if payments are made on different dates or in different amounts.

Contract Rate; Taxable Rate; Default Rate. The Contract Rate, annual interest rate, applicable to this Property Schedule is 193.16% per annum. The Taxable Rate for this Property Schedule is 204.36% per annum. The Default Rate for this Property Schedule is set forth in Section 11.2(a) of the Agreement. Interest is calculated on the basis of a 360 day year consisting of twelve 30-day months.

OPTION 1: Prepayment Price. During the first **five** years of the Lease Term (the "Prepayment Premium Period"), this Property Schedule may be prepaid in whole, but not in part, on any Rental Payment Date upon at least thirty (30) days written notice, and the principal component of Rental Payments under this Property Schedule is subject to a prepayment premium. During the Prepayment Premium Period, the Prepayment Price must include the payment of: (a) interest accrued and unpaid on the principal component of all Rental Payments to and including the prepayment date, (b) the sum of the principal component of all remaining Rental Payments scheduled through the end of the Lease Term, (c) all other sums then-due under this Property Schedule, and (d) a "Prepayment Premium" equal to **five percent (5.000%)** of the principal amount being prepaid during the first Property Schedule Year, **four percent (4.000%)** of the principal amount being prepaid during the second Property Schedule Year, **three percent (3.000%)** of the principal amount being prepaid during the third Property Schedule Year, **two percent (2.000%)** of the principal amount being prepaid during the fourth Property Schedule Year, and **one percent (1.000%)** of the principal amount being prepaid during the fifth Property Schedule Year. "Property Schedule Year" means each 365-day period (366 days in a leap year) after the Commencement Date. On any Rental Payment Date occurring after the end of the Prepayment Premium Period, this Property Schedule may be prepaid by payment of a Prepayment Price which must include the payment of: (a) interest accrued and unpaid on the principal component of all Rental Payments to and including the payment date, (b) the sum of the principal component of all remaining Rental Payments scheduled through the end of the Lease Term, and (c) all other sums then-due under this Property Schedule.}]

OPTION 2: Prepayment Price. ~~The Property Schedule may be prepaid in whole, but not in part, on any Rental Payment Date upon at least thirty (30) days written notice. This Property Schedule may be prepaid by payment of a Prepayment Price which must include the payment of: (a) interest accrued and unpaid on the principal component of all Rental Payments to and including the payment date, (b) the sum of the principal component of all remaining Rental Payments through the end of the Lease Term, and (c) all other sums then-due under this Property Schedule.}]~~

<3>City of Placerville,
Lessee

By: _____
Name: <5>M. Cleve Morris
Title: <6>City Manager

DRAFT

[OPTION 1]

Comment [EH4]: This form will not be used because funds will be deposited in Restricted Account.

Exhibit 3 to Property Schedule No. <8>53000010844
Master Tax-Exempt Lease-Purchase Agreement dated as of <2>February 15, 2019

INSTRUCTION TO PAY PROCEEDS

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the above-referenced Property Schedule as follows:

Name of Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to Bank Name: _____

Bank Address: _____

Bank Phone #: _____

For Account of: _____

Account No.: _____

ABA No.: _____

~~[Lessor is authorized to retain from the proceeds of the above-referenced Property Schedule any documentation fee provided for in such Property Schedule.]~~

<3>City of Placerville

By: _____

<5>M. Cleve Morris

<6>City Manager

[OPTION 2]

Exhibit 3 to Property Schedule No. <8>53000010844
Master Tax-Exempt Lease-Purchase Agreement dated as of <2>February 15, 2019

DISBURSEMENT REQUEST NO. _____

Pursuant to the Master Tax-Exempt Lease-Purchase Agreement dated as of <2>February 15, 2019 (the "Master Agreement") between <3>City of Placerville, a political subdivision of the State of California ("Lessee"), and Opus Bank ("Lessor"), and Property Schedule No. <8>53000010844 thereunder, Lessor is hereby requested to pay, from the Restricted Account, to the person or entity designated below as payee, that amount set forth opposite each such name, in payment of costs of the Property set forth opposite such payee's name. Capitalized terms used without definition in this Disbursement Request shall have the meanings assigned to them in the Master Agreement.

PAYEE	PAYEE'S ADDRESS	AMOUNT	INVOICE #	PROPERTY DESCRIPTION

Lessee hereby certifies that:

- Attached hereto are true and correct copies of manufacturer's and/or dealer's invoices relating to the order, delivery and acceptance of the Property described in this Disbursement Request.
- Unless this Disbursement Request relates to partial payment of a Vendor in connection with a purchase order approved by Lessor, (a) the above-described Property has been acquired, delivered, installed and accepted as of the date hereof, (b) Lessee has conducted such inspection and/or testing of such Property as it deems necessary and appropriate, and (c) Lessee has accepted the above-described Property for all purposes under the Property Schedule.
- The representations and warranties contained in the Master Agreement are true and correct as of the date hereof.
- No Event of Default, or event which with the giving of notice or passage of time or both would constitute an Event of Default, has occurred.

Dated: _____

<3>City of Placerville,
Lessee

By: _____
<5>M. Cleve Morris
<6>City Manager

Exhibit 4 to Property Schedule No. <8>530000010844
Master Tax-Exempt Lease-Purchase Agreement dated as of <2>February 15, 2019
FORM OF ACCEPTANCE CERTIFICATE

OPUS BANK
19900 MacArthur Blvd., 12th Floor
Irvine, CA 92612

Ladies and Gentlemen:

I, the undersigned, hereby certify that I am the duly qualified and acting officer of Lessee identified below and, with respect to the Master Tax-Exempt Lease-Purchase Agreement dated as of <2>February 15, 2019 (the "Master Agreement") between Lessee and Opus Bank ("Lessor") and Property Schedule No. <8>530000010844 thereto (the "Property Schedule"), that:

1. The Property subject to the Property Schedule has been delivered and installed in its entirety in accordance with the specifications, is in good working order and is fully operational and has been fully accepted by Lessee on or before the date hereof.
2. Attached hereto are true and correct copies of the manufacturers' and dealers' invoices (to the extent not previously delivered to Lessor) and the bills of sale for the Property.
3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Property Schedule during the current budget year of Lessee. Such moneys will be applied in payment of all such Rental Payments due and payable during such current budget year.
4. No event or condition that constitutes an Event of Default, or with notice or lapse of time, or both, would constitute, an Event of Default, exists at the date hereof.

Capitalized terms used without definition herein have the meanings given in the above-referenced Master Agreement.

Date: _____

<3>City of Placerville,
Lessee

By: _____

<5>M. Cleve Morris
<6>City Manager

Exhibit 5 to Property Schedule No. ~~<8>53000010844~~
Master Tax-Exempt Lease-Purchase Agreement dated as of ~~<2>February 15, 2019~~
LESSEE'S GENERAL AND TAX CERTIFICATE

The undersigned, being the duly elected, qualified and acting ~~<6>City Manager~~ of ~~<3>City of Placerville~~, a political subdivision of the state of California ("Lessee") do hereby certify, as of the Commencement Date for the Property Schedule referred to below (the "Commencement Date"), as follows:

1. The meeting(s) of the governing body of the Lessee at which the Master Tax-Exempt Lease-Purchase Agreement dated as of ~~<2>February 15, 2019~~ (the "Master Agreement") between Lessee and Opus Bank ("Lessor") and Property Schedule No. ~~<8>53000010844~~ thereto (the "Property Schedule") were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body and all applicable open meeting laws; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

2. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Master Agreement) exists at the date hereof with respect to the Property Schedule or any other Property Schedules under the Master Agreement.

3. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.

4. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current fiscal year and such funds have not been expended for other purposes.

5. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule, or the financial condition, assets, properties or operations of Lessee and Lessee's ability to make the Rental Payments. As of the date hereof, Lessee is not in default with respect to any order or decree of any court, regulatory agency, public board or body, which default might have consequences that would materially and adversely affect the consummation of the transactions contemplated by the Master Agreement or the Property Schedule, or the financial condition, assets, properties or operations of Lessee.

6. OPTION 1: Lessee has designated the Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date falls, in an amount not exceeding \$10,000,000.

~~6. ——— OPTION 2: Lessee has not designated the Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code.~~

7. OPTION 1: (a) Lessee is a governmental unit under the law of the State with general taxing powers, (b) the Property Schedule is not a private activity bond as defined in Section 141 of the Code, (c) 95% or more of the net proceeds of the Property Schedule will be used for local government activities of Lessee, and (d) the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued by Lessee (and all subordinate entities thereof) during the calendar year in which the Commencement Date falls is not reasonably expected to exceed \$5,000,000.

~~7. ——— OPTION 2: Pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Property Schedule will be expended for the governmental purposes for which the Property Schedule was entered into, as follows: at least 15% within six months after the Commencement Date, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall compute rebatable arbitrage on the Property Schedule and pay rebatable arbitrage to the United~~

~~States at least once every five years, and within 60 days after payment of the final Rental Payment due under the Property Schedule.~~

Capitalized terms used without definition in this Certificate have the meanings given in the Master Agreement.

IN WITNESS WHEREOF, I have duly executed this certificate as of the Commencement Date.

By: _____

Name: ~~<5>~~ M. Cleve Morris

Title: ~~<6>~~ City Manager

DRAFT

**Exhibit 6 to Property Schedule No. <8>53000010844
Master Tax-Exempt Lease-Purchase Agreement dated as of <2>February 15, 2019**

CERTIFICATE OF INCUMBENCY AND AUTHORIZATION

The undersigned, being the duly elected, qualified and acting <21>City Clerk/Human Resource Officer of <3>City of Placerville, a political subdivision of the state of California ("Lessee") does hereby certify, as of the Commencement Date for the Property Schedule referred to below (the "Commencement Date"), as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held <22>November 27, 2018 by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of Property Schedule No. <8>53000010844 (the "Property Schedule") to the Master Tax-Exempt Lease-Purchase Agreement dated as of <2>February 15, 2019 (the "Master Agreement"), by the <6>City Manager of Lessee (the "Authorized Representative").

2. The name and title of the Authorized Representative is set forth below, and the signature set forth below is the true and authentic signature of the Authorized Representative.

NAME

TITLE

SIGNATURE

<5>M. Cleve Morris

<6>City Manager

IN WITNESS WHEREOF, this certificate has been executed by the duly authorized officer whose name and title are set forth below:

<3>City of Placerville

By: _____

<23>Regina

<21>City Clerk/Human Resource Officer

O'Connell

Exhibit 7 to Property Schedule No.
~~8~~530000010844
Master Tax-Exempt Lease-Purchase Agreement dated ~~2~~February 15, 2019
OPINION OF LESSEE'S COUNSEL

[DATE]

OPUS BANK
19900 MacArthur Blvd., 12th Floor
Irvine, CA 92612

Re: Master Tax-Exempt Lease-Purchase Agreement dated as of ~~2~~February 15, 2019 (the "Agreement") by and between OPUS BANK ("Lessor") and ~~3~~City of Placerville ("Lessee")

Ladies and Gentlemen:

We have acted as counsel to Lessee with respect to the above-referenced Agreement and related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreement and Property Schedule No. ~~8~~530000010844 executed pursuant thereto (the "Property Schedule"). The Agreement and the Property Schedule are referred to herein as the "Financing Documents." The terms capitalized in this opinion but not defined herein shall have the meanings assigned to them in the Financing Documents. Based upon the examination of these and such other documents as we have deemed relevant, it is our opinion, as of the Commencement Date specified in the Property Schedule, that:

1. Lessee is the State of California (the "State") or a political subdivision of the State, in each case within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended, and is duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has the power under applicable law to enter into the Financing Documents, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Financing Documents have been duly authorized, executed and delivered by and on behalf of Lessee, and are legal, valid and binding obligations of Lessee enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general equitable principles.
4. The authorization and execution of the Financing Documents and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable open meeting, public records, public bidding and all other laws, rules and regulations of the State. Lessee has obtained all consents and approvals of other governmental agencies or authorities which may be required for the execution, delivery and performance by Lessee of the Financing Documents.
5. The execution of the Financing Documents and the obligation to pay the Rental Payments coming due thereunder do not and will not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.
6. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee, the authority of Lessee or its officers or its employees to enter into the Financing Documents, the proper authorization and/or execution of the Financing Documents or the documents contemplated thereby, the obligation of Lessee to make Rental Payments under the Financing Documents, or the ability of Lessee otherwise to perform its obligations under the Financing Documents and the transactions contemplated thereby. To the best of our knowledge, no such litigation, action, suit or proceeding is threatened.

This opinion may be relied upon by the addressee hereof and its successors and assignees of interests in the Financing Documents, but only with regard to matters specifically set forth herein.

Very truly yours,
[Lessee Counsel Firm Name]

By: _____
Name: _____

Title: _____

DRAFT

**Exhibit 8-A to Property Schedule No. 8530000010844
Master Tax-Exempt Lease-Purchase Agreement dated 2February 15, 2019
AGREEMENT TO PROVIDE INSURANCE**

OPUS BANK
19900 MacArthur Blvd., 12th Floor
Irvine, CA 92612

Re: Master Tax-Exempt Lease-Purchase Agreement dated as of 2February 15, 2019 (the "Agreement") by and between OPUS BANK ("Lessor") and 3City of Placerville ("Lessee")

Lessee, 3City of Placerville, understands that insurance coverage is required in connection with the above-referenced Agreement and Property Schedule No. 8530000010844 thereto (collectively, the "Lease"). These requirements are set forth in the Lease. The following minimum insurance coverages must be provided:

Type: Fire and extended coverage.

Amount: Full Insurable Value; at minimum an amount equal to the outstanding principal component of Rental Payments under the Property Schedule; however in no event greater than the value of the replacement cost of the Property. Deductibles may not exceed 25\$5,000.00.

Basis: Replacement value.

Endorsements: Insurance shall include the standard mortgagee's clause with stipulation that coverage will not be cancelled or diminished without a minimum of 10 days prior written notice to Lessor for non-payment of premium, or 30 days for any other cancellation or modification, and without disclaimer of the Insurer's liability for failure to give such notice.

Evidence of Insurance: Lessee shall provide evidence of sufficient property insurance coverage on an ACORD 28 (2014/01) edition form (or equivalent satisfactory to Lessor). Lessor must be named as "LENDER LOSS PAYEE". Co-insurance is not acceptable. Lender's loss payable endorsement on form [438BFU] [CP 12 18] (or its equivalent satisfactory to Lessor) must be attached. Lessor's name and address shall initially appear as:

Opus Bank, Its Successors, Assigns, and Beneficiaries
131 W. Commonwealth Avenue
Fullerton, CA 92832
Attention: Loan Service Department

Type: General Liability

Amount: Primary coverage, not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage.

Notice: Coverage will not be cancelled or diminished for non-payment without a minimum 10 days prior written notice to Lessor, or for any other cancellation without 30 days prior written notice to Lessor.

~~[Evidence of Insurance: Lessee shall provide sufficient evidence of liability insurance on an ACORD 25 (2014/01) edition form (or similar form acceptable to Lessor in its sole discretion) naming Lessor as "CERTIFICATE HOLDER" and an ADDITIONAL INSURED ENDORSEMENT CG 2018 must be attached. Lessor's name and address shall initially appear as:~~

~~Opus Bank, Its Successors, Assigns, and Beneficiaries
131 W. Commonwealth Avenue
Fullerton, CA 92832
Attention: Loan Service Department]~~

[Evidence of Insurance (pooled self-insured): Lessee shall provide sufficient evidence of liability insurance in the form of a letter from Lessee's risk manager in form and substance acceptable to Lessor in its sole discretion. Lessee's Memorandum of Coverage must name Lessor (including its successors, assigns, and

beneficiaries) as an additional "PROTECTED PARTY" and provide evidence of such designation to Lessor.

Lessor's name and address shall initially appear as:

Opus Bank, Its Successors, Assigns, and Beneficiaries
131 W. Commonwealth Avenue
Fullerton, CA 92832
Attention: Loan Service Department]

Type: Worker's Compensation

As required by applicable law

Type: Rental Interruption

Amount: Not less than the amount of Rental Payments coming due in the next succeeding two (2) years.

Evidence of Insurance: Lessee shall provide evidence of sufficient rental interruption insurance coverage on an ACORD 28 (2014/01) edition form (or equivalent satisfactory to Lessor). Lessor must be named as "LENDER LOSS PAYEE". Co-insurance is not acceptable. Lender's loss payable endorsement on form [438BFU] [CP 12 18] (or its equivalent satisfactory to Lessor) must be attached. Lessor's name and address shall initially appear as:

Opus Bank, Its Successors, Assigns, and Beneficiaries
131 W. Commonwealth Avenue
Fullerton, CA 92832
Attention: Loan Service Department

~~[USE WHEN RENTAL INTERRUPTION NOT REQUIRED. Notwithstanding anything to the contrary contained within the Agreement, rental interruption insurance is not required to cover the Rental Payments for this Property Schedule.]~~

Acceptable Insurance Companies. The insurer must be licensed to do business in the State and must be licensed to transact the lines of insurance required in this transaction. Lessor shall have the right to approve or, for reasonable cause, disapprove the insurer selected to underwrite insurance. The policy evidencing coverage shall be underwritten by an insurer having a minimum general policyholder's Best rating of "A+", and a financial size category of "III" or better from A.M. Best Company.

FAILURE TO PROVIDE INSURANCE. Lessee acknowledges and agrees that if Lessee fails to provide any required insurance or fails to continue such insurance in force, Lessor may do so at Lessee's expense as provided in the Lease. LESSEE ACKNOWLEDGES THAT IF LESSOR SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE WILL PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE PROPERTY, UP TO AN AMOUNT EQUAL TO THE LESSER OF (1) THE UNPAID BALANCE OF THE RENTAL PAYMENTS, OR (2) THE VALUE OF THE PROPERTY; HOWEVER, LESSEE'S EQUITY IN THE PROPERTY MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

AUTHORIZATION. For purposes of insurance coverage on the Property, Lessee authorizes Lessor to provide to any person (including any insurance agent or company) all information Lessor deems appropriate, whether regarding the Property and the Lease.

SELF-INSURANCE. Lessee may elect to self-insure against some of the risks described in this agreement to provide for insurance, but only if Lessor consents thereto. Lessee understands that it is not permitted to self-insure for rental interruption.

<3>City of Placerville, as Lessee

By: _____

<5>M. Cleve Morris

<6>City Manager

[OPTIONAL]

**Exhibit 8-B to Property Schedule No. <8>530000010844
Master Tax-Exempt Lease-Purchase Agreement dated <2>February 15, 2019**

OPUS BANK
19900 MacArthur Blvd., 12th Floor
Irvine, CA 92612

Ladies and Gentlemen:

The undersigned is the risk manager or insurance consultant for <3>City of Placerville (the "Lessee"), and in such connection the undersigned is familiar with Lessee's insurance and self-insurance arrangements. In connection with Property Schedule No. <8>530000010844 (the "Property Schedule") to the Master Tax-Exempt Lease-Purchase Agreement dated as of <2>February 15, 2019 (the "Master Agreement"), between Lessee and Opus Bank (the "Lessor"), the undersigned makes the following certifications to Lessor, as of the Commencement Date of the Property Schedule. Capitalized terms used but not defined herein have the meanings given in the Master Agreement.

1. Lessee is self-insured for damage or destruction to the Property described in the Property Schedule (the "Property"). The dollar amount limit for property damage to the Property under such self-insurance program is \$_____. [Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the Property which policy has a dollar limit for property damage to the Property under such policy of \$_____.]

2. Lessee is self-insured for liability for injury or death of any person or damage or loss of property arising out of or relating to the condition or operation of the Property. The dollar limit for such liability claims under the Lessee's self-insurance program is \$_____. [Lessee maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of property arising out of or relating to the condition or operation of the Property in the amount of \$_____.]

[3]. Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not] subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's self-insurance liabilities is \$_____. [Amounts paid from Lessee's self-insurance fund are subject to a dollar per claim of \$_____.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay claims for which it has self-insured from the following sources: _____. Amounts payable for claims from such sources are limited as follows: _____

Date: _____

Very truly yours,

By: _____

Name: _____

Title: _____

Exhibit 9 to Property Schedule No. ~~<8>~~[530000010844](#)
Master Tax-Exempt Lease-Purchase Agreement dated as of ~~<2>~~[February 15, 2019](#)

[FORM 8038-G or 8038-GC]

DRAFT

[PAGE TO BE REPLACED BY UCC FINANCING STATEMENT]

Language for face of Financing Statement:

The financing statement, to which a Schedule A is attached, covers all of the Debtor's right, title and interest in and to (collectively, the "Collateral"): the property described in Schedule A, and the property described in Property Schedule (Exhibit A) to the Master Tax-Exempt Lease-Purchase Agreement dated as of ~~2~~February 15, 2019 (the "Agreement," and together with the Property Schedule, the "Lease") between Debtor, as lessee, and Secured Party, as lessor, as such Lease may be amended, modified or supplemented from time to time; and, to the extent not included in the foregoing, all repairs, replacements, substitutions, restorations, accessions, improvements and modifications and all proceeds and products of any or all of the foregoing, whether existing on the date hereof or arising hereafter, including insurance proceeds.

DRAFT

SCHEDULE A TO FINANCING STATEMENT OF

<3>City of Placerville, AS DEBTOR, AND

OPUS BANK, AS SECURED PARTY

Continuation of Collateral Description

[Insert collateral description and/or redacted invoice and/or redacted purchase contract as "Schedule A"]

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