

November 7, 2018

Mr. James Hamill
CSCDA
1700 North Broadway, Suite 405
Walnut Creek, CA 94596

Subject: Term Sheet for the City of Pacifica

Based upon our discussions and preliminary review of the information provided to-date, Opus Bank (“Bank”) is pleased to present to the City of Pacifica (“Lessee”) this Letter of Intent which provides for up to \$650,000 in equipment lease financing (Credit Facility).

This letter is not meant to contain, nor shall it be construed as a commitment to make a loan, nor does this letter necessarily contain all of the terms and conditions involved in the proposed financing. Rather it is intended only to outline the basic terms of the proposed financing that the Bank is prepared to consider, subject to the Bank’s credit approval, and from which final terms and documents will be structured in the event that a credit commitment is made and accepted. Naturally, a final commitment must be in writing, will be subject to various conditions and will require the execution of a loan agreement and other documentation acceptable to the Bank.

In an effort to be responsive to your needs, we would like to be assured that the general terms we have outlined are acceptable to you before we continue the loan application process and initiate our due diligence. Therefore we suggest you review the following term sheet and if acceptable, please indicate your desire to proceed by signing and returning a copy to continue the due diligence process. Acceptance of this Letter of Intent will constitute your instruction to the Bank to commence its due diligence and continue its loan approval process.

Once we have received your acceptance, we will begin the due diligence and credit approval process. This proposal, if not accepted in writing and returned to us, will expire on 11/21/2018. The terms and conditions contained in this proposal will supersede any prior proposal. If you have any questions, please contact me at (916) 945-5133 or dsemenov@opusbank.com.

We appreciate the opportunity to build our relationship with you by proposing this financing and we look forward to a favorable response from you.

Sincerely,



Dmitry A. Semenov
Senior Managing Director, Public Finance

LETTER OF INTENT

City of Pacifica

11/07/2018

EQUIPMENT LEASE:

Lessee:	City of Pacifica
Proposed Financing Amount:	Up to \$650,000 (amount to be finalized during due diligence process)
Purpose:	Finance acquisition of one fire truck
Term and Interest Rate:	The following term and interest rate options are available: <ol style="list-style-type: none">5-year term: 3.34% (tax-exempt; bank-qualified preferred but not required; computed on the basis of a 360-day year of twelve 30-day months);7-year term: 3.43% (tax-exempt; bank-qualified preferred but not required; computed on the basis of a 360-day year of twelve 30-day months);10-year term: 3.58% (tax-exempt; bank-qualified preferred but not required; computed on the basis of a 360-day year of twelve 30-day months).
Repayment:	Equal quarterly lease payments commencing 90 days post-closing.
Purchase option:	None. Lessee will own the assets upon full repayment.
Prepayment:	The following prepayment options are available, corresponding to Term options above: <ol style="list-style-type: none">Prepayment penalty of 3-2-1-0-0%, corresponding to each year of the term; orPrepayment penalty of 3-3-2-2-1-0-0%, corresponding to each year of the term; orPrepayment penalty of 3-3-3-2-2-2-1-0-0-0%, corresponding to each year of the term. Alternatively, if no prepayment penalty is required by Lessee, the following options are available: <ol style="list-style-type: none">Interest rate increases by 0.15%; orUp-front fee of 0.5% of financing amount.
Collateral:	The Credit Facility will be secured by a first perfected priority claim on all equipment purchased (One (1) Pierce Manufacturing, Inc. Enforcer 1 Type Engine). The financing amount shall not exceed 100% of the purchase price of equipment acquired. No additional liens on financed equipment will be permitted.

SUBJECT TO:

- Standard and reasonable representations and warranties of the Lessee for a financing of this type including but not limited to existence and authority, capitalization, accuracy of information presented, no litigation, etc.
- Completion of due diligence and documentation customary for this type of transaction.

COVENANTS AND CONDITIONS:

Financial Reporting:

- Annual audited financial statements
- Annual budget

Financial and Other Covenants:

- Annual budgeting and appropriation of lease payments.

OTHER REQUIREMENTS:

- Lessee is responsible for all costs of issuance.
- Bank will prepare lease documents. A \$1,000 documentation fee will be paid by Lessee at closing and can be included in the financing amount.
- Failure to provide required financial information will be considered an event of default.
- The default interest rate will be Interest Rate + 3.00%. The Lessee will be given a reasonable notice and opportunity to cure the default before the default interest rate is assessed. Once an event of default is remedied to mutual satisfaction of the parties, the default interest rate will be removed and the interest will accrue at the Interest Rate.
- Should the Credit Facility become taxable for any reason, the Lessee will be required to pay a taxable rate equivalent (4.61%, 4.73%, or 4.93%, corresponding to each term options).
- Lessee's counsel shall provide the tax opinion. Lessee will be responsible for filling out and filing 8038-G Form. A copy of the form will be provided to Bank at closing.
- The Credit Facility will be funded within a reasonable time after completion of due diligence. Assuming efficient process, we estimate the funding date to be within 3-4 weeks of the award of the transaction.

DISCLOSURES:

The Bank will book the Credit Facility as a loan, and, therefore, the additional provisions and conditions set forth in this letter shall be included in the documentation, which shall include the following: the Credit Facility will be registered to the Bank, DTC will not be holding the Credit Facility and the Credit Facility will not have a CUSIP; the Credit Facility will not be rated; there will not be a disclosure document; and no amendments to the issuing documents without the Bank's prior consent. The Bank shall not be required to surrender the Credit Facility or assignment thereof for payment of principal, other than for the final payment at maturity thereof.

Inasmuch as the Credit Facility represents a negotiated transaction, the Lessee understands, and hereby confirms, that the Bank is not acting as a fiduciary of the Lessee, but rather is acting solely in its capacity as a lender, for its own account. The Lessee acknowledges and agrees that (i) the transaction contemplated herein is an arm's length commercial transaction between the Lessee and the Bank and its affiliates, (ii) in connection with such transaction, the Bank and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), (iii) the Bank and its affiliates are relying on the Bank exemption in the Municipal Advisor Rules, (iv) the Bank and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the Lessee with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto, (v) the Bank and its affiliates have financial and other interests that differ from those of the Lessee, and (vi) the Lessee has consulted with its own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

This letter is provided solely for your information and is delivered to you with the understanding that neither it, nor its substance, shall be disclosed to any third person, except those who are in confidential relationship to you or where same is required by law.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact Opus Bank Loan Servicing Department, 131 West Commonwealth Ave., Fullerton, CA 92832 or by telephone at (855) 678-7562 within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.



NOTICE: The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is: FDIC Consumer Response Center, 1100 Walnut Street, Box #11, Kansas City, MO 64106.

This proposal is for discussion purposes only. It does not represent a commitment to lend on the part of Opus Bank. If the proposal meets with your approval, it is then subject to credit approval based upon due diligence, execution and delivery of all documentation required by the Bank in form and substance satisfactory to Opus Bank and its counsel.

Lessee: City of Pacifica

Signature

Date: _____

Print Name: _____ Title: _____

Term and Interest Rate Option Selected: _____

Prepayment Option Selected: _____