

## EXHIBIT A

PROPERTY SCHEDULE NO. ~~<8>~~530000013442

### TO MASTER TAX-EXEMPT INSTALLMENT PURCHASE AGREEMENT

This Property Schedule is entered into as of the Commencement Date described below, pursuant to that certain Master Tax-Exempt Installment Purchase Agreement dated as of March 20, 2020~~<2>~~ (the "Agreement") between ~~<3>~~City of Stevenson, a political subdivision of the State of ~~<4>~~Washington ("Purchaser"), and Opus Bank, a California commercial bank ("Seller").

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>~~March 20, 2020.

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 Seller under this Property Schedule is \$~~<10>~~321,000.00. [This amount includes a documentation fee payable to Seller in the amount of \$~~<11>~~1,000.00.]

5. Payment Schedule. Installment Payments shall be paid under this Property Schedule in such amounts and on such Installment 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 PURCHASER OR VENDOR ON COMMENCEMENT DATE] Seller shall disburse the proceeds of this Property Schedule to the Vendor (or to Purchaser to reimburse it) in accordance with the instructions attached hereto as Exhibit 3.~~

~~[OPTION 2 — PROCEEDS DEPOSITED IN A RESTRICTED ACCOUNT] Seller shall deposit the proceeds of this Property Schedule in a Restricted Account at Seller bearing account no. ~~<12>~~49519119. Amounts on deposit in the Restricted Account shall be disbursed from time to time upon execution and delivery by Purchaser to Seller 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>~~September 20, 2021 (the "Termination Date") in the Restricted Account shall be applied by Seller as a prepayment of the unpaid Installment 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. Seller shall provide Purchaser with a revised Payment Schedule which shall reflect the revised principal balance and reduced Installment Payments due under this Property Schedule. The Termination Date may be amended in a writing signed by Seller and Purchaser.~~

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

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

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

10. Opinion. The opinion of Purchaser'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 and a letter from Lessee's risk manager or insurance consultant for liability insurance is attached to this Property Schedule as Exhibit 8-B. [OPTION 1 — PURCHASER MAINTAINS INSURANCE] Purchaser's insurance agreement is attached to this Property Schedule as Exhibit 8.~~

~~[OPTION 2 — SELLER HAS CONSENTED TO SELF INSURANCE] A letter from Purchaser's risk manager or insurance consultant is attached to this Property Schedule as Exhibit 8.~~

12. Financial Statements. Purchaser has delivered to Seller its statement of financial position for the fiscal year of Purchaser ending ~~<14>~~December 31, 2018, 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. Purchaser 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. Purchaser further represents and warrants that no Event of Default has occurred and is continuing under any Property Schedule currently in effect.

*[Signatures appear on the following page.]*

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

<3>City of Stevenson, Purchaser

**OPUS BANK**, Seller

By: \_\_\_\_\_

Name: <5>Scott Anderson

Title: <6>Mayor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: <7>PO Box 371, Stevenson, WA 98648

Address: 19900 MacArthur Blvd., 12<sup>th</sup> Floor  
Irvine, CA 92612

PROPERTY DESCRIPTION

The Property is as described in <15>Energy Services Proposal 2018-784 A (1) for City of Stevenson dated <16>February 6, 2020 attached, together with all other property described in quotes, invoices, and purchase contracts submitted by Lessee to Lessor and financed by funds from the Restricted Account after the Commencement Date, and ~~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.

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

The Property is used for <18>monitoring water usage and other typical uses of water meter equipment by a municipality. This use is essential to the proper, efficient and economic functioning of Purchaser or to the services that Purchaser provides; and Purchaser 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 Stevenson,  
Purchaser

By: \_\_\_\_\_  
Name: <5>Scott Anderson  
Title: <6>Mayor

**Exhibit 2 to Property Schedule No. <8>530000013442**  
**Master Tax-Exempt Installment Purchase Agreement dated as of <2>March 20, 2020**

**INSTALLMENT PAYMENT SCHEDULE**

Installment Payment Date	Installment Payment Amount	Interest Component	Principal Component	Outstanding Balance*
10-01-2020	18,557.84	4,844.96	13,712.88	307,287.12
	<b>18,557.84</b>	<b>4,844.96</b>	<b>13,712.88</b>	
04-01-2021	18,557.84	4,348.11	14,209.73	293,077.39
10-01-2021	18,557.84	4,147.05	14,410.79	278,666.60
	<b>37,115.68</b>	<b>8,495.16</b>	<b>28,620.52</b>	
04-01-2022	18,557.84	3,943.13	14,614.71	264,051.89
10-01-2022	18,557.84	3,736.33	14,821.51	249,230.38
	<b>37,115.68</b>	<b>7,679.46</b>	<b>29,436.22</b>	
04-01-2023	18,557.84	3,526.61	15,031.23	234,199.15
10-01-2023	18,557.84	3,313.92	15,243.92	218,955.23
	<b>37,115.68</b>	<b>6,840.53</b>	<b>30,275.15</b>	
04-01-2024	18,557.84	3,098.22	15,459.62	203,495.61
10-01-2024	18,557.84	2,879.46	15,678.38	187,817.23
	<b>37,115.68</b>	<b>5,977.68</b>	<b>31,138.00</b>	
04-01-2025	18,557.84	2,657.61	15,900.23	171,917.00
10-01-2025	18,557.84	2,432.63	16,125.21	155,791.79
	<b>37,115.68</b>	<b>5,090.24</b>	<b>32,025.44</b>	
04-01-2026	18,557.84	2,204.45	16,353.39	139,438.40
10-01-2026	18,557.84	1,973.05	16,584.79	122,853.61
	<b>37,115.68</b>	<b>4,177.50</b>	<b>32,938.18</b>	
04-01-2027	18,557.84	1,738.38	16,819.46	106,034.15
10-01-2027	18,557.84	1,500.38	17,057.46	88,976.69
	<b>37,115.68</b>	<b>3,238.76</b>	<b>33,876.92</b>	
04-01-2028	18,557.84	1,259.02	17,298.82	71,677.87
10-01-2028	18,557.84	1,014.24	17,543.60	54,134.27
	<b>37,115.68</b>	<b>2,273.26</b>	<b>34,842.42</b>	
04-01-2029	18,557.84	766.00	17,791.84	36,342.43
10-01-2029	18,557.84	514.25	18,043.59	18,298.84
	<b>37,115.68</b>	<b>1,280.25</b>	<b>35,835.43</b>	
04-01-2030	18,557.77	258.93	18,298.84	0.00
	<b>18,557.77</b>	<b>258.93</b>	<b>18,298.84</b>	

\*After payment of Installment Payment due on such date.

This Installment Payment Schedule is based on the terms set forth in the Agreement 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 Installment 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 Installment 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 ~~<19>2.83%~~ per annum. The Taxable Rate for this Property Schedule is ~~<20>3.59%~~ 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.

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

~~<3>City of Stevenson,~~  
Purchaser

By: \_\_\_\_\_  
Name: ~~<5>Scott Anderson~~  
Title: ~~<6>Mayor~~

~~{OPTION 1}~~

Exhibit 3 to Property Schedule No. ~~<8>~~530000013442  
Master Tax-Exempt Installment Purchase Agreement dated as of ~~<2>~~March 20, 2020

INSTRUCTION TO PAY PROCEEDS

The undersigned, an Authorized Representative of the Purchaser hereby requests and authorizes Seller 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.: \_\_\_\_\_

[Seller 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 Stevenson

By: \_\_\_\_\_

~~<5>~~Scott Anderson

~~<6>~~Mayor

{OPTION 2}

Exhibit 3 to Property Schedule No. <8>530000013442  
Master Tax-Exempt Installment Purchase Agreement dated as of <2>March 20, 2020

DISBURSEMENT REQUEST NO. \_\_\_\_\_

Pursuant to the Master Tax-Exempt Installment Purchase Agreement dated as of March 20, 2020 <2> (the "Master Agreement") between <3>City of Stevenson, a political subdivision of the State of <4>Washington ("Purchaser"), and Opus Bank ("Seller"), and Property Schedule No. <8>530000013442 thereunder, Seller 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

Purchaser hereby certifies that:

1. 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.
2. Unless this Disbursement Request relates to partial payment of a Vendor in connection with a purchase order approved by Seller, (a) the above-described Property has been acquired, delivered, installed and accepted as of the date hereof, (b) Purchaser has conducted such inspection and/or testing of such Property as it deems necessary and appropriate, and (c) Purchaser has accepted the above-described Property for all purposes under the Property Schedule.
3. The representations and warranties contained in the Master Agreement are true and correct as of the date hereof.
4. 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: \_\_\_\_\_.

City of Stevenson<3>,  
Purchaser

By: \_\_\_\_\_  
<5>Scott Anderson  
<6>Mayor



**Exhibit 4 to Property Schedule No. <8>530000013442**  
**Master Tax-Exempt Installment Purchase Agreement dated as of <2>March 20, 2020**

**FORM OF ACCEPTANCE CERTIFICATE**

OPUS BANK  
19900 MacArthur Blvd., 12<sup>th</sup> Floor  
Irvine, CA 92612

Ladies and Gentlemen:

I, the undersigned, hereby certify that I am the duly qualified and acting officer of Purchaser identified below and, with respect to the Master Tax-Exempt Installment Purchase Agreement dated as of <2>March 20, 2020 (the "Master Agreement") between Purchaser and Opus Bank ("Seller") and Property Schedule No. <8>530000013442 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 Purchaser 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 Seller) and the bills of sale for the Property.

3. Purchaser has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Installment Payments required to be paid under the Property Schedule during the current budget year of Purchaser. Such moneys will be applied in payment of all such Installment 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 Stevenson,

Purchaser

By: \_\_\_\_\_

<5>Scott Anderson

<6>Mayor

**Exhibit 5 to Property Schedule No. <8>530000013442**  
**Master Tax-Exempt Installment Purchase Agreement dated as of <2>March 20, 2020**

**PURCHASER'S GENERAL AND TAX CERTIFICATE**

The undersigned, being the duly elected, qualified and acting <6>Mayor of <3>City of Stevenson, a political subdivision of the state of <4>Washington ("Purchaser") 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 Purchaser at which the Master Tax-Exempt Installment Purchase Agreement dated as of <2>March 20, 2020 (the "Master Agreement") between Purchaser and Opus Bank ("Seller") and Property Schedule No. <8>530000013442 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 Purchaser relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Purchaser; (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 Purchaser, 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 Purchaser.

4. Purchaser has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Installment 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 Purchaser 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 Purchaser 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 Purchaser and Purchaser's ability to make the Installment Payments. As of the date hereof, Purchaser 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 Purchaser.

~~6. ——— OPTION 1: Purchaser has designated the Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Purchaser 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 Purchaser) during the calendar year in which the Commencement Date falls, in an amount not exceeding \$10,000,000.~~

6. ~~OPTION 2:~~ Purchaser 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) Purchaser 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 Purchaser, and (d) the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued by Purchaser (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 Purchaser is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Purchaser 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 Installment 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>Scott Anderson

Title: <6>Mayor

**Exhibit 6 to Property Schedule No. <8>530000013442**  
**Master Tax-Exempt Installment Purchase Agreement dated as of <2>March 20, 2020**

**CERTIFICATE OF INCUMBENCY AND AUTHORIZATION**

The undersigned, being the duly elected, qualified and acting <21>City Administrator/Clerk/Treasurer of <3>City of Stevenson, a political subdivision of the state of <4>Washington ("Purchaser") does hereby certify, as of the Commencement Date for the Property Schedule referred to below (the "Commencement Date"), as follows:

1. Purchaser did, at a meeting of the governing body of the Purchaser held <22>March 19, 2020 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>530000013442 (the "Property Schedule") to the Master Tax-Exempt Installment Purchase Agreement dated as of <2>March 20, 2020 (the "Master Agreement"), by the <6>Mayor of Purchaser (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>Scott Anderson

<6>Mayor

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

<3>City of Stevenson

By: \_\_\_\_\_

<23>Leana Kinley

<21>City Administrator/Clerk/Treasurer

OPINION OF PURCHASER'S COUNSEL

[DATE]

OPUS BANK  
19900 MacArthur Blvd., 12<sup>th</sup> Floor  
Irvine, CA 92612

Re: Master Tax-Exempt Installment Purchase Agreement dated as of ~~<2>~~March 20, 2020 (the "Agreement") by and between OPUS BANK ("Seller") and ~~<3>~~City of Stevenson ("Purchaser")

Ladies and Gentlemen:

We have acted as counsel to Purchaser 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>~~530000013442 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. Purchaser is the State or Commonwealth of ~~<4>~~Washington (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. Purchaser 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 Purchaser, and are legal, valid and binding obligations of Purchaser 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 Purchaser 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. Purchaser has obtained all consents and approvals of other governmental agencies or authorities which may be required for the execution, delivery and performance by Purchaser of the Financing Documents.

5. The execution of the Financing Documents and the obligation to pay the Installment 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 Purchaser.

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 Purchaser, the authority of Purchaser 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 Purchaser to make Installment Payments under the Financing Documents, or the ability of Purchaser 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,

[Purchaser Counsel Firm Name]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

~~{OPTION 1}~~

Exhibit 8 to Property Schedule No. ~~<8>~~530000013442  
Master Tax-Exempt Installment Purchase Agreement dated ~~<2>~~March 20, 2020

AGREEMENT TO PROVIDE INSURANCE

OPUS BANK  
19900 MacArthur Blvd., 12<sup>th</sup> Floor  
Irvine, CA 92612

Re: Master Tax-Exempt Installment Purchase Agreement dated as of ~~<2>~~March 20, 2020 (the "Master Agreement") by and between OPUS BANK ("Seller") and ~~<3>~~City of Stevenson ("Purchaser")

Purchaser, ~~<3>~~City of Stevenson, understands that insurance coverage is required in connection with the above-referenced Master Agreement and Property Schedule No. ~~<8>~~530000013442 thereto (collectively, the "Agreement"). These requirements are set forth in the Agreement. 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 Installment 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.

~~{Amount for Motor Vehicles: Comprehensive property insurance covering collision and non-collision damage in an amount at least equal to the lesser of: (a) 100% of the replacement value of the equipment/vehicle(s), and (b) the aggregate 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>-.}~~

**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 Seller 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:** Purchaser shall provide evidence of sufficient property insurance coverage on an ACORD 28 (2014/01) edition form (or equivalent satisfactory to Seller). Seller must be named as "LENDER LOSS PAYEE". Co-insurance is not acceptable. Seller's loss payable endorsement on form [438BFU] [CP 12 18] (or its equivalent satisfactory to Lessor) must be attached. Seller'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 Seller, or for any other cancellation without 30 days prior written notice to Seller.

~~{Evidence of Insurance: Purchaser shall provide sufficient evidence of liability insurance on an ACORD 25 (2014/01) edition form (or similar forms acceptable to Seller in its sole discretion) naming Seller as "CERTIFICATE HOLDER" and an ADDITIONAL INSURED ENDORSEMENT CG 2018 must be attached. Seller'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):** Purchaser shall provide sufficient evidence of liability insurance in the form of a letter from Purchaser's risk manager in form and substance acceptable to Seller in its sole discretion. Purchaser's Memorandum of Coverage must name Seller (including its successors, assigns, and beneficiaries) as an additional "PROTECTED PARTY" and provide evidence of such designation to Seller. Seller'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

**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. Seller 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.** Purchaser acknowledges and agrees that if Purchaser fails to provide any required insurance or fails to continue such insurance in force, Seller may do so at Purchaser's expense as provided in the Agreement. PURCHASER ACKNOWLEDGES THAT IF SELLER 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 INSTALLMENT PAYMENTS, OR (2) THE VALUE OF THE PROPERTY; HOWEVER, PURCHASER'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, Purchaser authorizes Seller to provide to any person (including any insurance agent or company) all information Seller deems appropriate, whether regarding the Property and the Agreement.

~~<3>~~ City of Stevenson, as Purchaser

By: \_\_\_\_\_

~~<5>~~ Scott Anderson

~~<6>~~ Mayor

{OPTION 2}

**Exhibit 8 to Property Schedule No. <8>530000013442**  
**Master Tax-Exempt Installment Purchase Agreement dated <2>March 20, 2020**

OPUS BANK  
19900 MacArthur Blvd., 12<sup>th</sup> Floor  
Irvine, CA 92612

Ladies and Gentlemen:

The undersigned is the risk manager or insurance consultant for <3>City of Stevenson (the "Purchaser"), and in such connection the undersigned is familiar with Purchaser's insurance and self-insurance arrangements. In connection with Property Schedule No. <8>530000013442 (the "Property Schedule") to the Master Tax-Exempt Installment Purchase Agreement dated as of <2>March 20, 2020 (the "Master Agreement"), between Purchaser and Opus Bank (the "Seller"), the undersigned makes the following certifications to Seller, 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. Purchaser 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 \$\_\_\_\_\_. [Purchaser maintains an umbrella insurance policy for claims in excess of Purchaser'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. Purchaser 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 Purchaser's self-insurance program is \$\_\_\_\_\_. [Purchaser maintains an umbrella insurance policy for claims in excess of Purchaser'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]. Purchaser 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 Purchaser's self-insurance liabilities is \$\_\_\_\_\_. [Amounts paid from Purchaser's self-insurance fund are subject to a dollar per claim of \$\_\_\_\_\_.]

[3]. The Purchaser does not maintain a self-insurance fund. The Purchaser 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>~~530000013442  
Master Tax-Exempt Installment Purchase Agreement dated as of ~~<2>~~March 20, 2020

[FORM 8038-G or 8038-GC]

**[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 No ~~<8>~~530000013442 (the "Property Schedule") to the Master Tax-Exempt Installment-Purchase Agreement dated as of ~~<2>~~March 20, 2020 (the "Master Agreement," and together with the Property Schedule, the "Agreement") between Debtor, as purchaser, and Secured Party, as seller, as such Agreement 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

**SCHEDULE A TO FINANCING STATEMENT OF**

**<3>City of Stevenson, 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"]