

MASTER LEASE - PURCHASE AGREEMENT

Dated [_____], 2017

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented (the "Master Lease") is made and entered by and between Western Alliance Business Trust (the "Lessor") and the Lessee identified below (the "Lessee").

LESSEE: City of Stockton

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. **CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms: (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease; (b) "Lease" means each Schedule and this Master Lease as incorporated into said Schedule; (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto; (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person; and (e) "Termination Value" means the amount specified, as of the applicable date, on Schedule A-1 of the applicable Lease Schedule as the Termination Value for such Lease.

3. **LEASE TERM.** The term of the lease of the Equipment described in each Lease (the "Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. **RENT PAYMENTS.**

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Schedule A-1 attached to the Schedule (the "Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Schedule A-1. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTIONS 6.1 AND 6.2 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule (the "Location") by Equipment suppliers (the "Suppliers") selected by Lessee. Lessee shall pay all costs related thereto unless Lessor otherwise agrees to pay such costs as stated in the Schedule.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule (the "Purchase Price") to the applicable Supplier or to the Lessee, as directed in such Schedule.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor (the "Funding Conditions") have been satisfied, including, without limitation, the following unless otherwise waived by Lessor in writing: (a) Lessee has signed and delivered the Schedule and its Schedule A-1; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; (g) Lessee has received an opinion of bond counsel as to (1) the treatment of payments under the Lease as tax-exempt obligations under the Code and (2) the validity and enforceability of the Lease; and (h) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease, (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; (7) IRS Form W-9, executed by the Lessee and delivered to the Lessor at least seventy-two (72) hours prior to Lessor's payment of any Purchase Price and (8) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it intends to make Rent Payments for the full Lease Term as scheduled on the applicable Schedule A-1 so long as funds are appropriated in each fiscal year by its governing body. Lessee covenants to take all necessary and timely steps to seek appropriation of funds in order to pay the payments due hereunder in the applicable period, subject to annual appropriation limitations imposed upon Lessee by law. All Rent Payments shall be payable out of funds legally available therefore. Lessor agrees that the Leases will not be general obligations of Lessee and that the Leases shall not constitute pledges of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not available for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2, subject to the appropriation limitations described in Sections 6.1 and 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. NO WARRANTY BY LESSOR. THE EQUIPMENT IS SOLD "AS IS." LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT. LESSOR DOES NOT REPRESENT THE MANUFACTURER, OWNER, OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT OR THIS MASTER LEASE – LEASE PURCHASE AGREEMENT. NEITHER THE MANUFACTURER, THE DEALER, NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE DEALER OR MANUFACTURER, IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all

Equipment purchased by Lessor will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. **TITLE; SECURITY INTEREST.**

8.1 With respect to all Equipment, Lessor shall have title to the Equipment during the Lease Term. However, for federal income tax purposes and State ad valorem tax purposes and for purposes of the Uniform Commercial Code and bankruptcy laws, Lessor and Lessee shall treat the schedule of Rent Payments in the Lease as a conditional sales agreement. Upon Lessee's acceptance of any Equipment under its Lease, such Equipment shall be subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof. Upon payment in full by Lessee of all amounts due to Lessor under a Lease, including, without limitation, as a result of the exercise by the Lessee of the purchase option set forth in Section 15 of this Master Lease, title to the related Equipment shall immediately transfer to Lessee "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor, without further action by or notice to Lessor. Lessor agrees to execute and deliver to Lessee all documents reasonably requested by Lessee to evidence the transfer of legal and beneficial title to such Equipment to Lessee and to evidence the termination of all of Lessor's interests in such Equipment.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. **PERSONAL PROPERTY.** The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate on which it may be situated, notwithstanding that the Equipment of any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

10. **MAINTENANCE AND OPERATION.** Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when

required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements (the "Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. **LOCATION; INSPECTION.** Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. **LIENS, SUBLEASES AND TAXES.**

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. **RISK OF LOSS.**

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever (the "Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair (the "Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens) and deliver to Lessor a bill of sale covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease; or (b) on the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date plus (ii) an amount equal to the Termination Value set forth in the Payment Schedule to the applicable Lease multiplied by the ratio of the value of the Lost Equipment to the value of all Equipment that is the subject of such Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. **INSURANCE.**

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee; (b) The Total Amount Financed as set forth on the Schedule A-1 does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor; (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance relating to use of the Equipment in the amounts maintained by the City as of the date of the commencement of the Master Lease, or in such other amounts as may subsequently be mutually agreed upon by the Lessor and Lessee.

14.2 Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. **PURCHASE OPTION.** Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by a Lease on any date by paying to Lessor: (i) if such date is a Rent Payment date, all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date; or (ii) if such date is not a Rent Payment date, the Termination Value amount set forth on the Payment Schedule to the applicable Lease for the most recent preceding Rent Payment date

plus an amount equal to (x) the interest component of the Rent Payment due on the next succeeding Rent Payment date, multiplied by (y) a fraction the denominator of which is the total number of days in the current month and the numerator of which is the number of days having actually elapsed in such month. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and transfer title to Lessee as provided in Section 8.1 of this Master Lease.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES. With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms;

(c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and

(f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS. Lessee hereby covenants and agrees that:

(a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, keeping a complete and accurate record of any assignments of any Lease and executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor;

(b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and

(c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

(d) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Tax-Exempt Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Tax-Exempt Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by such Tax-Exempt Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event with respect to a Tax-Exempt Lease, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Notwithstanding anything in a Tax-Exempt Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from legally available funds, subject to the appropriation conditions specified in Sections 6.1 and 6.2 of this Master Lease.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may, at any time, assign its rights, title and interest in and to any Lease or any Equipment, in whole or in part, to a "Qualified Institutional Buyer" or an "Accredited Investor" within the meaning of the Securities Act of 1933, as amended. Any such assignee (an "Assignee") shall have all of the rights of Lessor under the applicable Lease, except that the Lessor shall retain those rights related to its providing consent under any Lease. Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee and includes an affirmative representation that each such Assignee is a "Qualified Institutional Buyer" or an "Accredited Investor" within the meaning of the Securities Act of 1933, as amended. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in,

any Non-Assigned Leases; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to an Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **EVENTS OF DEFAULT.** For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the Lessee receives written notice thereof from Lessor; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after Lessee receives written notice thereof from Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law; or (f) Lessee shall be in default under any other Lease.

20. **REMEDIES.** If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with interest on such amounts at the highest lawful rate from the date of Lessor's demand for such payment; subject in all cases to the appropriation conditions set forth in Sections 6.1 and 6.2.

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, take possession of such Equipment by lawful means;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that the net proceeds of any such disposition shall be deemed to be applied, first, to amounts payable by Lessee under clause (a) above of this Section 20 and, second, to payment of the applicable Termination Value set forth in the applicable Schedule A-1;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment; and/or

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. **RETURN OF EQUIPMENT.** If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessors notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately return the Equipment to Lessor located at [601 W. 5th Street, Suite 100, Los Angeles, CA 90071] otherwise Lessor at its sole expense and risk shall take possession of all equipment. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. **LAW GOVERNING.** Each Lease shall be governed by the laws of the State of California.

23. **NOTICES.** All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. **FINANCIAL INFORMATION.** During the Lease Term, the Lessee shall submit to Lessor a pdf copy of its comprehensive annual financial report (the "Annual Report") within nine (9) months of the Lessee's fiscal year end for such year, provided that failure to furnish such Annual Report to Lessor shall not constitute an Event of Default under the Master Lease unless, following the Lessee's filing of such Annual Report with the Municipal Securities Rulemaking Board, through the Electronic Municipal Market Access system, Lessor requests the Annual Report in writing from Lessee and Lessee fails to provide Lessor with a copy within twenty (20) days of such request. During the Lease Term, no later than ten (10) business days following Lessee's submission to the Municipal Securities Rulemaking Board, through the Electronic Municipal Market Access system, of a material event notice with respect to any securities issued

by or on behalf of the Lessee and secured by payments to be made from the Lessee's general fund, which notice relates to the general financial condition of the Lessee (a "Material Event Notice"), Lessee will deliver such Material Event Notice to Lessor, provided that failure to furnish such Material Event Notice to Lessor shall not constitute an Event of Default under the Master Lease unless, following the filing of such Material Event Notice, Lessor requests in writing that Lessee provide it with any such Material Event Notices and Lessee fails to provide Lessor with a copy of any such Material Event Notices within twenty (20) days of such request. During the Lease Term, the Lessee shall submit to Lessor its annual approved operating budget within one (1) month of its adoption by the Lessee's City Council. Further, during the Lease Term Lessee agrees to furnish to Lessor such additional financial information that Lessor may from time to time reasonably request.

25. **INDEMNITY.** To the extent permitted by law, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment, any wrongful act or omission of Lessee, or its employees and agents, or (c) any claims of alleged breach by Lessee of this Master Lease or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise.

26. **SUBSTITUTION.** Lessee may substitute for all or any portion of the Equipment under a Lease personal property of approximately equal or greater market value and with an equal or greater useful life. In the event of any such substitution, Lessee shall promptly deliver to Lessor a certification that the personal property proposed to be substituted has approximately equal or great market value and an equal or greater useful life as the portion of the Equipment being substituted for, together with an opinion of a law firm of national standing in the field of public finance to the effect that the proposed substitution will not adversely affect the exemption of the interest components of the Rent Payments under the Lease from federal income taxation. Lessee shall be responsible for all costs and expenses of Lessor, including counsel fees (not to exceed \$10,000), for any such substitution. Lessee shall cause all financing statements, fixture filings, certificates of title, affidavits, notices and similar instruments, to be made or filed in a timely manner to secure and perfect the security interest of Lessor in the substituted Equipment.

27. **COSTS AND ATTORNEYS FEES.**

(a) Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Master Lease, to the extent permitted by law and subject to the limitations set forth in this Master Lease, including the limitations on appropriations set forth in Sections 6.1 and 6.2 hereof, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Master Lease until paid and, to the extent permitted by law, shall bear interest at the rate of 8% per annum or the maximum amount permitted by law, whichever is less. In the event of suit or action is instituted to enforce any of the terms of this Master Lease, the prevailing party shall be entitled to recover from the other party

such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

(b) In addition to the delivery costs specified in Section 5.1 hereof, Lessee shall also pay the California Debt and Investment Advisory Commission reporting fee and the fees of Lessor's counsel in connection with the issuance of any Lease; provided however, that the fees of Lessor's counsel to be paid by Lessee in connection with the issuance of any Lease will not exceed \$10,000.

28. **SECTION HEADINGS.** All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

29. **EXECUTION IN COUNTERPARTS.** Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. Only one counterpart of each Schedule shall be marked "Lessor's Original" and all other counterparts shall be deemed duplicates. An assignment of or security interest in any Schedule may be created through transfer and possession only of the counterpart marked "Lessor's Original."

30. **ENTIRE AGREEMENT; WRITTEN AMENDMENTS.** Each Lease, together with the exhibits attached thereto and made a part hereof and other attachments thereto, and other documents or instruments executed by Lessee and Lessor in connection therewith, constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

City of Stockton
("Lessee")

Western Alliance Business Trust
("Lessor")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

601 W. 5th Street, Suite 100
Los Angeles, CA 90071

LEASE SCHEDULE NO. 1

Dated [____], 2017

This Lease Schedule (the "Schedule") is attached and made a part of the Master Lease-Purchase Agreement, dated [____], 2017 (the "Master Lease"), by and between Western Alliance Business Trust (the "Lessor") and the City of Stockton (the "Lessee"), together with all exhibits, schedules, addenda, and other attachments thereto, executed by Lessee and Lessor (the "Lease"). Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference. To the extent that there is any conflict between the terms of the Lease and this Schedule, the terms of this Schedule shall control.

1. **EQUIPMENT DESCRIPTION.** As used in the Lease, "Equipment" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. **RENT PAYMENTS; LEASE TERM; OPTIONAL PREPAYMENT; AND MANDATORY SINKING ACCOUNT PAYMENTS.**
 - (a) The Rent Payments to be paid by the Lessee to Lessor, the commencement date thereof and the lease term of this Schedule are set forth on the Schedule A-1 attached to this Schedule.
 - (b) The Lease is subject to prepayment, in whole or in part, at the option of the Lessee, from any source of available funds on any date on or after February 1, 2018, at a prepayment price equal to 100% of the principal amount of the Lease to be prepaid, together with accrued interest to the date of prepayment.
 - (c) [Pursuant to Schedule A-1 attached to this Schedule, a portion of certain Rent Payments will be deposited by the Lessor in a designated sinking fund (the "Mandatory Sinking Account Payments"). The Lessor may, at its option, use the Mandatory Sinking Account Payments to prepay the Lease on any February 1 or August 1, commencing August 1, 2017, at a prepayment price equal to 100% of the principal amount of the Lease to be prepaid, together with accrued interest to the date of prepayment.]
3. **ESSENTIAL USE; CURRENT INTENT OF LESSEE.** Lessee represents that the use of the Equipment is essential to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and (if applicable) to make Rent Payments if funds are appropriated in each fiscal year by its governing body.
4. **ACCEPTANCE OF EQUIPMENT.** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (A) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS

ALL EQUIPMENT FOR PURPOSES OF THE LEASE “AS-IS, WHERE IS;” AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

5. **RE-AFFIRMATION OF THE MASTER LEASE-PURCHASE AGREEMENT.** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease Purchase Agreement.

City of Stockton
 (“Lessee”)

Western Alliance Business Trust
 (“Lessor”)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

601 W. 5th Street, Suite 100
 Los Angeles, CA 90071

Schedule A-1

1. EQUIPMENT LOCATION & DESCRIPTION:

City of Stockton, San Joaquin County, California

[_____]

VIN #s: [TO BE INCLUDED PURSUANT TO DELIVERY AGREEMENT UPON
EXECUTION OF DELIVERY AND ACCEPTANCE CERTIFICATE.]

2. LEASE PAYMENT SCHEDULE.

(a) Accrual Date: [____], 2017

(b) Amount Financed:

i. Equipment Purchase Price

\$[_____]

ii. City Down Payment

(_____)

iii. Prepayment Discounts

(_____)

iv. Total Amount Financed

\$_____

(c) Payment Schedule:

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Mandatory Sinking Account Portion	Termination Value
1	08/01/17	\$	\$	\$	\$	\$
2	02/01/18					
3	08/01/18					
4	02/01/19					
5	08/01/19					
6	02/01/20					
7	08/01/20					
8	02/01/21					
9	08/01/21					
10	02/01/22					
11	08/01/22					
12	02/01/23					
13	08/01/23					
14	02/01/24					
15	08/01/24					
16	02/01/25					
17	08/01/25					
18	02/01/26					
19	08/01/26					
20	02/01/27					

City of Stockton
("Lessee")

By: _____

Name: _____

Title: _____

Western Alliance Business Trust
("Lessor")

By: _____

Name: _____

Title: _____

601 W. 5th Street, Suite 100
Los Angeles, CA 90071

VEHICLE SCHEDULE ADDENDUM

Lease Schedule No. 1, Dated [_____], 2017

Lessee: City of Stockton

Reference is made to the above Lease Schedule (the "Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule (the "Master Lease") by and between Western Alliance Business Trust (the "Lessor") and the above Lessee (the "Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable state law, then the following provisions shall also apply to the Schedule to the extent permitted by law,

(a) each certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

(b) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

(c) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable state law with Lessor noted as lien holder and Lessee as owner.

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

City of Stockton
("Lessee")

Western Alliance Business Trust
("Lessor")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

INSURANCE INFORMATION

Please provide the following information to your insurance company to help expedite receipt of the necessary coverage:

ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- Western Alliance Business Trust must be named Additional Loss Payee with respect to the Equipment
- Not Less than \$[2,000,000.00] limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

Certificate Holder Information:

Western Alliance Business Trust, its successors and/or all assigns
601 W. 5th Street, Suite 100
Los Angeles, CA 90071

Please send an e-mail copy of certificate to [_____]

The original should be mailed to the same at:

Western Alliance Business Trust
601 W. 5th Street, Suite 100
Los Angeles, CA 90071

Please call [_____] at (____) [____-____], if you have any questions.

DELIVERY AGREEMENT

Dated [____], 2017

Reference is made to the Lease Schedule No. 1, dated [____], 2017 (the "Schedule No. 1") and to the Master Lease-Purchase Agreement, dated [____], 2017 (the "Master Lease" and, together with Schedule No. 1, the "Lease"), each by and between Western Alliance Business Trust (the "Lessor") and the City of Stockton (the "Lessee"), which relates to Equipment described in Schedule A-1 to Schedule No. 1 attached therein (the "Equipment") to be supplied by [Rosenbauer South Dakota, LLC, a corporation with a business address of 100 Third Street, Lyons, South Dakota 57041, and Rosenbauer Minnesota, LLC, a corporation with a business address of 5181 260th Street, Wyoming, MN 55092] (each a "Supplier" and, collectively, the "Suppliers"), pursuant to those certain respective [Purchase Agreements, each dated [____], 201[] (collectively, the "Purchase Agreements"), by and between the Lessee and the respective Supplier. For good and valuable consideration, receipt of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. Notwithstanding anything to the contrary in the Lease, Lessee hereby notifies Lessor that the Equipment has not yet been delivered to Lessee and the Equipment has not yet been accepted by Lessee for purposes of Schedule No. 1. Lessee instead agrees to execute and deliver to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Exhibit A (the "Delivery and Acceptance Certificate") upon the final delivery of any item of Equipment as set forth in said Certificate. Lessee further agrees to deliver evidence of insurance of such Equipment, file applicable UCC financing statements, identify VINs relating to such Equipment, execute such title documents as Lessor may reasonably request to evidence title pursuant to the terms of the Lease, and otherwise perform and comply with every covenant in the Lease and make every representation set forth in the Lease which for satisfaction requires that manufacture or delivery of such Equipment have occurred, upon the actual date of delivery of such Equipment as evidenced in a Delivery and Acceptance Certificate. For the avoidance of doubt and as further provided in Section 3 of this Delivery Agreement, neither Lessee's covenants in Sections 6.1 and 6.2 of the Master Lease, nor Lessor's covenants in Sections 5.1, 5.2 and 5.3 of the Master Lease, shall be amended, altered or otherwise delayed in their effect by operation of this Section 1 of the Delivery Agreement.

2. All parties hereto agree that the Purchase Price of the entirety of the Equipment shall be as set forth below:

Purchase Prices:

[_____]	\$
[_____]	
[_____]	
[_____]	
Total	\$

Vendor Discounts:

[_____]	\$
[_____]	
Total	\$

3. Lessor agrees that it shall deposit \$[] (the "Amount Financed") on the date of this Delivery Agreement in Lessee's account #[] (the "Proceeds Account") previously established with the Lessor. Lessor and Lessee agree that Lessee shall pay the Supplier a progress payment in the amount of \$[], consisting of \$[] of funds on deposit in the Proceeds Account and \$[] to be paid from other sources of funds legally available to the Lessee for such purpose, on or around [], 2017, and all, or the applicable portion of, the remaining amount due, \$[] from funds on deposit in the Proceeds Account on or around [], 2017 in connection with the final delivery of any portion of the Equipment. Lessor and Lessee agree that funds on deposit in the Proceeds Account shall not be used for any purposes other than those described above in this Paragraph 3 until final delivery of all of the Equipment has occurred. After final payment all payments have been made pursuant to this Section 3 and final delivery of all Equipment has occurred, Lessee may withdraw any funds remaining on deposit in the Proceeds Account and apply them for any lawful purpose (including, without limitation, in compliance with applicable tax certificates and covenants). Lessee agrees that the Lease Term and Lessee's covenants in Sections 6.1 and 6.2 of the Master Lease shall commence on the date set forth in the Schedule No. 1, notwithstanding the delivery of the Equipment at a later date.

4. Lessee hereby assigns to Lessor its rights to pursue and enforce all remedies relating to the delivery of Equipment which are available to Lessee under the respective Purchase Agreements following a failure by any Supplier to deliver any item or other portion of Equipment pursuant to the terms and on the dates set forth in such Purchase Agreement, provided that such assignment shall only become effective, and Lessor may only pursue and enforce such remedies, if the following conditions have been satisfied: (i) Lessee has failed to pursue or enforce remedies available to it under a Purchase Agreement which are intended to cause delivery of Equipment not delivered pursuant to the terms of such Purchase Agreements and such failure on the part of Lessee is continuing, and (ii) Lessor delivers to Lessee written notice of its intent to seek enforcement of such remedies and thirty (30) days has elapsed from the date such notice was delivered to Lessee.

5. Lessor represents that it has requested and received all materials which Lessor has deemed relevant in connection with the Lease of the Equipment to the Lessee. Lessor has reviewed the documents provided to it in connection with such request, including, without limitation, documents executed in conjunction with the Lease and any other documents Lessor determined were necessary to evaluate the merits and risks of entering into the Lease. Lessor has been provided an opportunity to ask questions of, and Lessor has received answers from, representatives of the Lessee regarding any issues Lessor has deemed material to the Lease, and Lessor has obtained all additional information requested by it in connection with the Lease. Lessor has sufficient knowledge and experience in business and financial matters in general, and leasing and lending in particular, and is capable of evaluating the merits and risks involved in entering into such Lease.

6. Except as expressly set forth herein, the terms and conditions of the purchase order/purchase agreement for the Equipment set forth in Schedule No. 1 remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties set forth below hereby execute and deliver this Delivery Agreement as of the date first written above.

City of Stockton
("Lessee")

Western Alliance Business Trust
("Lessor")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

DELIVERY & ACCEPTANCE CERTIFICATE

Reference is made to the Lease Schedule No. 1, Dated [____], 2017 (the "Schedule No. 1") and to the Master Lease-Purchase Agreement, dated [____], 2017 (the "Master Lease" and, together with Schedule No. 1, the "Lease"), each by and between Western Alliance Business Trust (the "Lessor") and the City of Stockton (the "Lessee"), which relates to Equipment described in Schedule A-1 to Schedule No. 1 attached therein (the "Equipment") to be supplied by [____] (the "Supplier"). This Certificate amends and supplements the terms and conditions of Schedule No. 1 and is hereby made a part of Schedule No. 1. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein; provided, that "Equipment" shall mean the Equipment described in the Schedule A-1 and in any attachment or exhibit to this Certificate.

Notwithstanding anything to the contrary, expressed or implied, in the Lease, for good and valuable consideration, receipt of which is hereby acknowledged, Lessee and Lessor hereby agree as follows:

1. **ACCEPTANCE OF EQUIPMENT.** As of the Acceptance Date stated below and as between Lessee and Lessor, Lessee hereby agrees that: (a) Lessee has received and inspected the following items of Equipment: [____]; (b) all such Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) Lessee accepts all such Equipment for purposes of the Lease "as-is, where-is;" and (d) Lessee waives any right to revoke such acceptance.

ACCEPTANCE DATE: _____

2. **PERFORMANCE OF COVENANTS.** Lessee further agrees to deliver evidence of insurance of such Equipment, file applicable UCC financing statements, identify VINs relating to such Equipment, execute such title documents as Lessor may reasonably request to evidence title pursuant to the terms of the Lease, and otherwise perform and comply with every covenant in the Lease which for satisfaction requires that manufacture or delivery of such Equipment have occurred, upon the date of this Delivery and Acceptance Certificate.

City of Stockton
("Lessee")

Western Alliance Business Trust
("Lessor")

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____