

DOCUMENTATION INSTRUCTIONS AND REFERENCE

The following documents represent the complete documentation package:

1. Installment Sale Agreement and Exhibits
2. Assignment of Installment Sale and Acknowledgment of Assignment
3. Certificate of the District
4. Incumbency and Signature Certificate
5. Certificate of Acceptance (executed upon final acceptance of Property)

All of the above documents shall be executed with original signatures on **one-sided paper**. The signatory should be the officer(s) referenced in the resolution.

In addition to the above documents, the following additional items are required:

Resolution Please send an original or certified copy of the resolution adopted by the governing body.

Legal Opinion Please forward the documentation to your counsel for legal review and the issuance of a legal opinion like the sample provided. The legal opinion should be on the counsel's letterhead and bear an original signature.

Insurance Please fill out the Insurance Authorization Letter and send to your insurance agent requesting the issuance of insurance certificates.

8038-G Form Please sign and date on second page. MFC will complete and file the form upon funding.

Please advise the vehicle dealer to register the vehicle(s) as follows:

Lienholder

Westamerica Bank
P.O. Box 1190
Suisun City, CA 94585

Please request the vehicle dealer to send MFC a copy of the registration application.

INSTALLMENT SALE AGREEMENT 18-000

This INSTALLMENT SALE AGREEMENT dated as of July 5, 2018 (this "Installment Sale") is by and between MUNICIPAL FINANCE CORPORATION, a corporation duly organized and existing under the laws of the State of California (the "Corporation") as seller and MI-WUK SUGAR PINE FIRE PROTECTION DISTRICT, a public agency duly organized and existing under the laws of the State of California (the "District") as purchaser.

RECITALS:

WHEREAS, the District deems it essential for the District to acquire the property described herein for its own public purposes; and

WHEREAS, it is intended that this Installment Sale be treated as a tax-exempt obligation of the District for federal income tax purposes; and

WHEREAS, the District and the Corporation agree to mutually cooperate now and hereafter, to the extent possible, in order to sustain the intent of this Installment Sale and the bargain of both parties hereto.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. Sale. The Corporation hereby sells to the District, and the District hereby purchases from the Corporation all property (the "Property") described in Exhibit A and made a part hereof. Hereinafter, reference to the Corporation means the Corporation and the Corporation's assigns for those rights, interests and obligations that may be assigned by the Corporation.

SECTION 2. Term. The terms and conditions of this Installment Sale shall become effective upon the authorized execution of this Installment Sale by the parties hereto. The installment term of the Property purchased hereunder commences and terminates on the dates specified in Exhibit B unless the term of this Installment Sale is extended as provided in this Section. If on the scheduled date of termination of this Installment Sale the Installment Payments shall not be fully paid, or provision therefor made, then the term of this Installment Sale shall be extended until the date upon which all such Installment Payments shall be fully paid.

SECTION 3A. Representations and Warranties of the District. The District represents and warrants to the Corporation that:

(a) The District is a public agency and political subdivision, duly organized and existing under the Constitution and laws of the State of California with authority to enter into this Installment Sale and to perform all of its obligations hereunder.

(b) The District's governing body has duly authorized the execution and delivery of this Installment Sale and further represents and warrants that all requirements have been met and procedures followed to ensure its enforceability.

(c) The execution, delivery and performance of this Installment Sale do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the District is a party or by which it or its property is bound.

(d) There is no pending or, to the knowledge of the District, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the District to perform its obligations under this Installment Sale.

(e) The District has complied with all public bidding laws or provisions of the California Public Contract Code applicable to the acquisition of the Property purchased hereunder.

(f) The Property being purchased is essential to the District in the performance of its governmental functions and its estimated useful life to the District exceeds the term of this Installment Sale.

(g) Within two hundred seventy (270) days of the end of each fiscal year of the District during the term hereof, the District shall provide the Corporation with a copy of its audited financial statements for such fiscal year.

SECTION 3B. Budget and Appropriation. The District shall take such action as may be necessary to include all Installment Payments in its annual budget and annually to appropriate an amount necessary to make such Installment Payments. During the term of this Installment Sale, the District will furnish to the Corporation, if so requested, copies of each proposed budget of the District within thirty (30) days after it is filed and of each final budget of the District within thirty (30) days after it is printed. The covenants on the part of the District shall be deemed and construed to be duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Installment Sale agreed to be carried out and performed by the District.

SECTION 4. Representations and Warranties of the Corporation.
The Corporation represents and warrants to the District that:

(a) The Corporation is duly organized, validly existing and in good standing under the laws of the State of California, with full corporate power and authority to lease and own real and personal property.

(b) The Corporation has full power, authority and legal right to enter into and perform its obligations under this Installment Sale, and the execution, delivery and performance of this Installment Sale have been duly authorized by all necessary corporate actions on the part of the Corporation and do not require any further approvals or consents.

(c) The execution, delivery and performance of this Installment Sale do not and will not result in any breach of or constitute a default under any indenture, mortgage, contract, agreement or instrument to which the Corporation is a party by which it or its property is bound.

(d) There is no pending or, to the knowledge of the Corporation, threatened action or proceeding before any court or administrative agency which will materially adversely affect the ability of the Corporation to perform its obligations under this Installment Sale.

SECTION 5. Property Acquisition. The Corporation hereby appoints the District as its purchasing agent to acquire the Property purchased hereunder and the District hereby accepts said appointment (hereinafter, the "Agency"). The Agency is limited to i) negotiation of terms, conditions and acquisition cost of acquiring the Property from suppliers and contractors (collectively, the "Supplier") selected by the District; ii) to the inspection and acceptance of the Property upon its delivery and installation; and iii) to the exercise of any rights or remedies with respect to Property warranties or guarantees. All warranties and guarantees, either express or implied, that inure to the Corporation by virtue of the Agency are hereby passed through to the District to prosecute at the District's sole discretion.

SECTION 6. Installment Sale Proceeds. Moneys available to pay Property costs are defined as the "Installment Sale Proceeds". Disbursement of Installment Sale Proceeds to pay Property costs can be made either directly to the Supplier or to the District as a reimbursement of its prior expenditures for Property costs. The District shall deliver to the Corporation a disbursement authorization form along with the Supplier invoices and required reconciliation documents prior to the Corporation making a disbursement to the Supplier or a reimbursement to the District.

SECTION 7. Installment Payments. THE DISTRICT SHALL PAY TO THE CORPORATION, AS THE PURCHASE PRICE OF THE PROPERTY, INSTALLMENT PAYMENTS

(the "Installment Payments") IN THE AMOUNTS AND AT THE TIMES SET FORTH IN EXHIBIT B, AT THE OFFICE OF THE CORPORATION OR TO SUCH OTHER PERSON OR AT SUCH OTHER PLACE AS THE CORPORATION MAY FROM TIME TO TIME DESIGNATE IN WRITING. Should the District fail to pay any part of the Installment Payments herein within fifteen (15) days from the due date thereof, the District shall upon the Corporation's written request, pay interest on such delinquent Installment Payment from the date said Installment Payment was due until paid at the rate of twelve percent (12%) per annum or the maximum legal rate, whatever is less. The District shall pay Installment Payments exclusively from legally available funds, in lawful money of the United States of America, to the Corporation. The obligation of the District to pay Installment Payments hereunder shall be absolute and unconditional in all events, and will not be subject to set-off, defense, abatement, reduction, counterclaim, or recoupment for any reason whatsoever.

SECTION 8. Security Interest. As security for the payment of all of the District's obligations hereunder, the District hereby grants the Corporation, its successors or assigns, a security interest in the Property, its accessions and attachments thereto and replacements thereof and substitutions therefor and all proceeds and products of any of the foregoing. The District agrees to execute such additional documents, including financing statements, which the Corporation deems necessary or appropriate to establish and maintain the Corporation's security interest.

SECTION 9. Use. The District shall use the Property in a careful and proper manner and shall comply with and conform to all national, state, municipal, police, and other laws, ordinances, and regulations in anyway relating to the possession, use, or maintenance of the Property.

SECTION 10. Acceptance. The District shall acknowledge receipt, inspection and acceptance of the Property by executing a "Certificate of Acceptance".

SECTION 11. Corporation's Inspection. Upon forty-eight (48) hours prior notice, the Corporation shall at any and all times during normal business hours have the right to enter into and upon the District's premises where the Property is located for the purpose of inspecting the same or observing its use. The District shall give the Corporation immediate notice of any attachment or other judicial process affecting the Property.

SECTION 12. Property Selection and Ordering. The District has selected or will select the type and quantity of the Property purchased hereunder. The Corporation shall not be liable for, nor shall the validity, enforceability or effectiveness of this Installment Sale be affected by, any delay in or failure of delivery of the Property. The District acknowledges that it is solely responsible for determining the

suitability of the Property for its intended use. The Corporation shall have no duty to inspect the Property. If the Property is not properly installed, does not operate as represented or warranted by the Supplier, or is unsatisfactory for any reason, the District shall make any claim on account thereof solely against the Supplier. The District hereby assumes the risks, burdens and obligations to the Supplier on account of nonacceptance of the Property.

SECTION 13. Disclaimer of Warranty. THE CORPORATION NOT BEING THE MANUFACTURER OR SUPPLIER OF THE PROPERTY NOR A DEALER IN SIMILAR PROPERTY, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE DESIGN, DURABILITY, FITNESS FOR USE, SUITABILITY, OR MERCHANTABILITY OF THE PROPERTY IN ANY RESPECT, AND AS BETWEEN CORPORATION AND THE DISTRICT, ALL PROPERTY SHALL BE ACCEPTED AND PURCHASED BY THE DISTRICT "WHERE IS," "AS IS," AND "WITH ALL FAULTS," AND THE CORPORATION SHALL NOT BE RESPONSIBLE FOR ANY PATENT OR LATENT DEFECTS THEREIN. THE DISTRICT AGREES TO SETTLE DIRECTLY SUCH CLAIMS WITH THE SUPPLIER AND WILL NOT ASSERT ANY SUCH CLAIMS AGAINST THE CORPORATION.

SECTION 14. Alterations and Attachments. All additions and improvements that are made to the Property shall belong to and become the property of the District and part of the Property subject to the security interest of the Corporation except that separately identifiable attachments added to the Property by the District may remain the property of the District and not subject to this Installment Sale as long as (i) the attachment is paid for in full by the District and (ii) the District agrees to remove the attachment and restore the Property to substantially as good condition as when received, normal wear and tear excepted, if and when the Property may be returned to the Corporation.

SECTION 15. Relocation. The District shall provide the Corporation prior written notice of its intent to relocate the Property. The District assumes all risks of loss to the Property attendant to its movement and relocation. The Property location shall be under the District's full control for its own governmental purpose.

SECTION 16. Maintenance and Repairs. The District, at its own cost and expense, shall furnish necessary labor and materials to maintain the Property in good repair, condition, and working order. The District's obligations to maintain the Property does not relieve the Supplier of its responsibility to fully perform with respect to all applicable Property warranties and guarantees.

SECTION 17. Risk of Loss; Damage; Destruction. With the exception of acts resulting from intentional misconduct or gross negligence by the Corporation, its agents and representatives, the District hereby assumes and shall bear the entire risk of loss and damage to the Property from any and every cause whatsoever. No loss or damage

to the Property or any part thereof shall impair any obligation of the District under this Installment Sale, which shall continue in full force and effect.

SECTION 18. Physical Damage/Public Liability Insurance. The District shall keep the Property insured, as nearly as practicable, against risk of loss or damage from any peril covered under an "all-risk" insurance policy for not less than the replacement value thereof, and the District shall carry public liability and property damage insurance covering the Property. All said insurance shall be in form and amount and with reputable companies and shall name the Corporation as an additional insured and loss payee. The District shall pay the premiums therefore and deliver certification of said policies to the Corporation. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to the Corporation, that it will give the Corporation thirty (30) days' written notice before the policy or policies shall be altered or canceled. The proceeds of such insurance, at the option of the District, shall be applied: (a) toward the replacement, restoration, or repair of the Property, or (b) toward payment of the total remaining obligations of the District hereunder; provided, however, that the District shall be responsible for the amount by which such insurance proceeds are insufficient to satisfy the cost of option (a) or option (b) above, as applicable. Should the District replace, restore, or repair the Property as set out in option (a) above, this Installment Sale shall continue in full force and effect. The District may self-insure up to specified limits as evidenced by a certificate of self-insurance in form and amount acceptable to the Corporation. Any self-insurance program in which the District is a participant shall comply with the provisions under this Installment Sale respecting cancellation and modification and payment of losses to the Corporation as its respective interests may appear. Such self-insurance shall be maintained on a basis which is actuarially sound as established by the District's risk manager or an independent insurance consultant which determination shall be made annually. Any deficiency shall be corrected within sixty (60) days of the District becoming aware of such deficiency.

SECTION 19. Liens and Taxes. The District shall keep the Property free and clear of all levies, liens, and encumbrances and shall promptly pay all fees, assessments, charges, and taxes (municipal, state and federal), including personal property taxes, which may now or hereafter be imposed upon the ownership, leasing, renting, sale, possession, or use of the Property, excluding, however, all taxes on or measured by the Corporation's income.

SECTION 20. Indemnity. Subject to California law concerning contribution and enforceability of indemnifications, the District shall indemnify the Corporation against and hold the Corporation harmless from any and all claims, actions, suits, proceedings, costs, expenses,

damages, and liabilities, including attorneys' fees, arising out of, connected with or resulting from the selection, possession, use, operation, or return of the Property excepting that the District shall not be required to indemnify the Corporation in the event that such liability or damages are caused by the gross negligence or intentional misconduct of the Corporation, its agents or representatives.

SECTION 21. Events of Default. The term "Event of Default", as used in this Installment Sale, means the occurrence of any one or more of the following events: (a) the District fails to make any Installment Payment (or any other payment) within fifteen (15) days after the due date thereof or the District fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure to either make the payment or perform the covenant, condition or agreement is not cured within ten (10) days after written notice thereof by the Corporation; (b) the Corporation discovers that any statement, representation or warranty made by the District in this Installment Sale or in any document ever delivered by the District pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; or (c) the District becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies or consents to the appointment of a receiver, trustee, conservator or liquidator of the District or of all or a substantial part of its assets, or a petition for relief is filed by the District under federal bankruptcy, insolvency or similar laws.

SECTION 22. Remedies. Upon the District's failure to cure an Event of Default within ten (10) days after the Corporation's written notice thereof, the District's rights under this Installment Sale shall terminate and the Corporation will become entitled to retain all Installment Payments previously paid and to declare the principal component of all remaining Installment Payments, together with accrued interest at the rate specified in Exhibit B from the immediately preceding Installment Payment date upon which payment was made, to be immediately due and payable, whereupon the same shall become due and payable. The Corporation may also pursue all of its available remedies at law and in equity including, but not limited to, the repossession and sale of the Property. No right or remedy conferred upon the Corporation is exclusive of any other right or remedy, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time.

SECTION 23. Non-Waiver. No covenant or condition to be performed by the District under this Installment Sale can be waived except by the written consent of the Corporation. Forbearance or indulgence by the Corporation in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until performance by the District of said covenant or condition is complete, the Corporation shall be

entitled to invoke any remedy available to the Corporation under this Installment Sale or by law or in equity despite said forbearance or indulgence.

SECTION 24. Assignment. The District shall not (a) assign, transfer, pledge, or hypothecate this Installment Sale, the Property, or any part thereof, or any interest therein, or (b) lease or lend the Property or any part thereof except with the prior written consent of the Corporation which, in the case of leasing, shall not be unreasonably withheld; provided such leasing shall not affect the tax-exempt status of the interest components of the Installment Payments payable by the District hereunder. No such pledge, assignment, lease or any other transfer shall in any event affect or reduce the obligation of the District to make the Installment Payments due hereunder. Consent to any of the foregoing acts applies only in the given instance and is not a consent to any subsequent like act by the District or any other person. The Corporation shall not assign its obligations under this Installment Sale with the exception of its obligation to issue default notices and its obligations pursuant to Section 28. The Corporation may assign its right, title and interest in this Installment Sale, the Installment Payments and other amounts due hereunder and the Property in whole or in part to one or more assignees or subassignees at any time, without the consent of the District. Any such assignment by the Corporation or its assigns shall comply with the requirements of Sections 5950-5955 of the California Government Code. No such assignment shall be effective as against the District unless and until the Corporation shall have filed with the District a copy of such assignment or written notice thereof. The District shall pay all Installment Payments hereunder pursuant to the direction of the Corporation or the assignee named in the most recent assignment or notice of assignment filed with the District. During this Installment Sale term, the District shall keep a complete and accurate record of all such assignments or notices of assignment. Subject to the foregoing, this Installment Sale inures to the benefit of, and is binding upon, the successors and assigns of the parties hereto.

SECTION 25. Ownership. The Property is and shall at all times be and remain the sole and exclusive property of the District, subject to the security interest of the Corporation. The Corporation shall take all actions necessary to insure that legal title to the Property being acquired by the District hereunder, whether by the District or by a third party acting on behalf of the District, is vested in the District.

SECTION 26. Personal Property. The Property is and shall at all times be and remain personal property notwithstanding that the Property or any part thereof may now be or hereafter become in any manner affixed or attached to or imbedded in, or permanently resting upon, real property or any building thereon, or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

SECTION 27. Prepayment Option. If the District is not in default of any term, condition or payment specified hereunder, the District may exercise options to prepay this Installment Sale for not less than all of the Property in "as-is" and "where-is" condition on the specified dates and for the specified amounts set forth in Exhibit B. Each prepayment option payment specified for a particular date is in addition to the Installment Payment due on the same date.

SECTION 28. Release of Liens. Upon the District either making all of the Installment Payments scheduled herein or making a prepayment option payment, the Corporation, its successors or assigns shall cause the release of all liens, encumbrances or security interests on the Property created pursuant to the Corporation's rights under this Installment Sale.

SECTION 29. Tax Covenants.

(a) Generally. The District shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Installment Payments to become includable in gross income for federal income tax purposes.

(b) Private Activity Bond Limitation. The District shall assure that the Installment Sale Proceeds are not so used as to cause this Installment Sale to satisfy the private business tests of Section 141(b) of the Internal Revenue Code of 1986, as amended (the "Code"), or the private loan financing test of Section 141(c) of the Code.

(c) No Arbitrage. The District will not take any action or omit to take any action which action or omission, if reasonably expected on the date of this Installment Sale, would have caused this Installment Sale to be an "arbitrage bond" within the meaning of Section 148(a) of the Code of the Internal Revenue Code of 1986 (as amended) (the "Code").

(d) Federal Guarantee Prohibition. The Installment Payments are not directly guaranteed or indirectly guaranteed in whole or in part by the United States or any agency or instrumentality of the United States so as to cause the Installment Payments to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(e) Reimbursement Regulations. The Installment Sale Proceeds used for reimbursement of prior expenditures will be made pursuant to and in compliance with Income Tax Regulations Section 1.150-2.

(f) Bank Qualified. The District hereby designates this Installment Sale for purposes of paragraph (3) of Section 265(b) of the Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of

the Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in Section 141 of the Code, except qualified 501(c)(3) bonds as defined in Section 145 of the Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including this Installment Sale, has been or will be issued by the District, including all subordinate entities of the District, during calendar year 2018.

SECTION 30. Extraordinary Costs. In the case of litigation, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including attorneys' fees (which may be the allocable cost of in-house counsel), incurred by the prevailing party in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.

SECTION 31. Severability. If any provision of this Installment Sale shall be held invalid or unenforceable by a court of competent jurisdiction, such holdings shall not invalidate or render unenforceable any other provision of this Installment Sale, unless elimination of such provision materially alters the rights and obligations embodied in this Installment Sale.

SECTION 32. Entire Agreement. This Installment Sale and any agreements that specifically refer to this Installment Sale that are duly executed by authorized agents of the parties hereto constitute the entire agreement between the Corporation and the District, and it shall not be further amended, altered, or changed except by a written agreement that is properly authorized and executed by the parties hereto.

SECTION 33. Notices. Service of all notices under this Installment Sale shall be sufficient if given personally or mailed to the party involved at its respective address hereinafter set forth or at such address as such party may provide in writing from time to time. Any such notice mailed to such address shall be effective when deposited in the United States mail, duly addressed and with postage prepaid.

SECTION 34. Titles. The titles to the Sections of this Installment Sale are solely for the convenience of the parties and are not an aid in the interpretation thereof.

SECTION 35 Further Assurances and Corrective Instruments. The Corporation and the District agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for correcting any inadequate or incorrect description of the Property hereby purchased or intended so to be or for carrying out the expressed intention of this Installment Sale.

SECTION 36. Execution in Counterparts. This Installment Sale may be executed in several counterparts, each of which shall be original and all of which shall constitute but one and the same instrument.

SECTION 37. Time. Time is of the essence in this Installment Sale and each and all of its provisions.

SECTION 38. Agreement Interpretation. This Installment Sale and the rights of the parties hereunder shall be determined in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused their authorized agents to execute this Installment Sale on the dates specified below.

MUNICIPAL FINANCE CORPORATION
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361

MI-WUK SUGAR PINE FIRE PROTECTION
DISTRICT
24247 Highway 108
Mi Wuk Village, CA 95346

By _____

By _____

Title _____

Title _____

Date _____

Date _____

EXHIBIT A
PROPERTY DESCRIPTION

2010 International Prostar Fire Truck

EXHIBIT B
INSTALLMENT PAYMENT SCHEDULE

Payments: Semi-annually in arrears 10 Years 3.75%

PMT #	Due Date	Installment Payment	To Principal	To Interest	Prepayment Option
1		\$8,082.49	\$5,574.33	2,508.16	
2		8,082.49	5,678.85	2,403.64	
3		8,082.49	5,785.33	2,297.16	
4		8,082.49	5,893.80	2,188.69	
5		8,082.49	6,004.31	2,078.18	
6		8,082.49	6,116.89	1,965.60	
7		8,082.49	6,231.59	1,850.90	
8		8,082.49	6,348.43	1,734.06	
9		8,082.49	6,467.46	1,615.03	
10		8,082.49	6,588.73	1,493.76	74,540.28
11		8,082.49	6,712.26	1,370.23	67,693.78
12		8,082.49	6,838.12	1,244.37	60,718.90
13		8,082.49	6,966.33	1,116.16	53,613.24
14		8,082.49	7,096.95	985.54	46,374.35
15		8,082.49	7,230.02	852.47	38,999.73
16		8,082.49	7,365.58	716.91	31,486.84
17		8,082.49	7,503.69	578.80	23,833.08
18		8,082.49	7,644.38	438.11	16,035.81
19		8,082.49	7,787.71	294.78	8,092.34
20		8,082.49	7,933.67	148.82	0.00

TOTALS: \$161,649.80 \$133,768.43 \$27,881.37

MUNICIPAL FINANCE CORPORATION
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361

MI-WUK SUGAR PINE FIRE PROTECTION
DISTRICT
24247 Highway 108
Mi Wuk Village, CA 95346

By _____

By _____

Title _____

Title _____

Date _____

Date _____

ASSIGNMENT OF INSTALLMENT SALE AGREEMENT 18-000

FOR VALUE RECEIVED, MUNICIPAL FINANCE CORPORATION (the "Corporation") as assignor without recourse does hereby sell, assign, and transfer to Westamerica Bank (the "Assignee") as assignee and its successors and assigns (i) all of its right, title and interest in and to the Installment Sale Agreement 18-000 dated as of July 5, 2018 between the Corporation as seller and MI-WUK SUGAR PINE FIRE PROTECTION DISTRICT (the "District") as purchaser (hereinafter said agreement and any supplements, amendments, additions thereof and any extension or renewals thereof is referred to as the "Installment Sale") and (ii) all moneys, sums and amounts now due or hereinafter to become due under the Installment Sale.

The Corporation represents and warrants that it has made no prior sale or assignment of any interest covered hereby; that the Installment Sale is genuine and in all respects is what it purports to be; that the Assignee shall not be liable for and does not assume responsibility for the performance of any of the covenants, agreements, or obligations specified in the Installment Sale to be kept, paid or performed by the Corporation with exception of the Assignee's obligation to issue notices upon the District's default of the Installment Sale. The Corporation further represents and warrants that as of the date this assignment is made, the Installment Sale is in full force and effect, has not been amended except as set forth in instrument delivered to the Assignee and the District is not in default of any terms thereunder.

The Corporation hereby constitutes and irrevocably appoints the Assignee the true and lawful attorney of the Corporation to demand, receive and endorse payments and to give receipts, releases and satisfactions either in the name of the Assignee or in the name of the Corporation in the same manner and with the same effect as the Corporation could do if this Assignment of Installment Sale Agreement had not been made. Within fifteen (15) days after receiving its full bargain with respect to the Installment Sale, the Assignee shall cause to be released to the District its vested interest in the Property thereto.

This Assignment of Installment Sale Agreement shall be construed and governed in accordance with the laws of the State of California. Any provision of this Assignment of Installment Sale Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Assignment of Installment Sale Agreement.

This Assignment of Installment Sale Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns

IN WITNESS WHEREOF, the Corporation has caused this Assignment of Installment Sale Agreement to be executed by its duly authorized agent on the date specified below.

MUNICIPAL FINANCE CORPORATION

By _____

Title _____

Date _____

ACKNOWLEDGEMENT OF ASSIGNMENT

The undersigned hereby acknowledges the assignment by MUNICIPAL FINANCE CORPORATION over to Westamerica Bank of that certain Installment Sale Agreement 18-000 dated as of July 5, 2018 (the "Installment Sale"), entered into between MUNICIPAL FINANCE CORPORATION as seller and the undersigned as the District.

With respect to the Installment Sale, the undersigned agrees to pay, commencing with the first scheduled Installment Payment, all installments and moneys due or to become due under said Installment Sale to Westamerica Bank, Fairfield Credit Administration, P.O. Box 1200, MAC A-1 B, Suisun City, CA 94585-1200, and further agrees it shall have no counterclaim or offset against installments due thereunder as to said Assignee and expressly further agrees that said Assignee shall not (except for the obligations specifically set forth in the foregoing Assignment of Installment Sale) be liable for any of the obligations of the seller under said Installment Sale.

IN WITNESS WHEREOF, the District has caused this Acknowledgment of Assignment to be executed by its authorized agent on the date specified below.

MI-WUK SUGAR PINE FIRE PROTECTION DISTRICT

By _____

Title _____

Date _____

AUTHORIZATION TO DISBURSE 18-000

Pursuant to the terms of that certain Installment Sale Agreement 18-000 dated July 5, 2018 between MUNICIPAL FINANCE CORPORATION (the "Corporation") as seller and MI-WUK SUGAR PINE FIRE PROTECTION DISTRICT (the "District") as purchaser, the undersigned hereby authorizes the Corporation (or the Assignee) to disburse \$133,768.43 to Camions Helie Inc. (the "Supplier") in consideration of delivery and acceptance of the Property. Attached herewith is the approved Supplier invoice in support of this request. Upon making this disbursement, the Corporation (or the Assignee) will have advanced the aggregate sum of \$133,768.43 in Installment Sale Proceeds.

MI-WUK SUGAR PINE FIRE PROTECTION DISTRICT

By _____

Title _____

Date: _____

APPROVED BY CORPORATION

By _____

Title _____

Date: _____

CERTIFICATE OF ACCEPTANCE 18-000

This Certificate of Acceptance is issued pursuant to the Installment Sale Agreement 18-000 dated as of July 5, 2018 (the "Installment Sale") between MI-WUK SUGAR PINE FIRE PROTECTION DISTRICT (the "District") as purchaser and MUNICIPAL FINANCE CORPORATION (the "Corporation") as seller. The District hereby acknowledges as of the date specified below, the receipt, inspection and acceptance of the Property described on Exhibit A to the Installment Sale.

The District hereby certifies that the Property has been inspected, is now in the District's possession and is in good order and repair (subject to any undischarged vendor/contractor warranty obligations). The District further certifies that no event has occurred and is continuing which constitutes, or would constitute, an event of default but for any requirement of notice or lapse of time or both.

Property Acceptance Date: _____

IN WITNESS WHEREOF, the District's authorized agent confirms the Property acceptance date above by executing this Certificate of Acceptance.

MI-WUK SUGAR PINE FIRE PROTECTION DISTRICT

By _____

Title _____

CERTIFICATE OF THE DISTRICT 18-000

The undersigned, duly authorized representative of MI-WUK SUGAR PINE FIRE PROTECTION DISTRICT (the "District") as purchaser under that Installment Sale Agreement 18-000 dated as of July 5, 2018 (the "Installment Sale") with Municipal Finance Corporation as seller, hereby certifies as follows:

1. I have been duly authorized to execute and deliver, on behalf of the District, the Installment Sale and related documents pursuant to a resolution adopted by the District's governing body, which resolution is in full force and effect and has not been amended, modified, supplemented or rescinded as of the date hereof.
2. The District has complied with all agreements and covenants and satisfied all conditions contemplated by the Installment Sale on its part to be performed or satisfied on or before the date hereof.
3. The representations, warranties and covenants of the District contained in the Installment Sale are true and correct in all material respects as of the date hereof, as if made on this date.
4. No litigation is pending or, to the best of my knowledge, threatened (either in state or federal courts) (a) to restrain or enjoin the issuance and delivery of the Installment Sale or the collection of revenues to be used to meet the District's obligations under the Installment Sale; (b) in any way contesting or affecting the authority for the execution or delivery of the Installment Sale, or the validity of the Installment Sale; (c) in any way contesting the existence or powers of the District, as such existence or powers in any way relate to the issuance of the Installment Sale or the District's obligations under the Installment Sale, or (d) could materially adversely affect the financial position of the District.
5. The Property being purchased pursuant to the Installment Sale is essential to the function of the District and is immediately needed by the District. Such need is neither temporary nor expected to diminish during the Installment Sale term. The Property is expected to be used by the District for a period in excess of the Installment Sale term.
6. The District's federal tax identification number is 94-2682769.

The meaning of the capitalized terms in this Certificate are the same as those provided in the Installment Sale.

MI-WUK SUGAR PINE FIRE PROTECTION DISTRICT

By _____

Title _____

Date _____

INCUMBENCY AND SIGNATURE CERTIFICATE

I do hereby certify that I am the duly appointed and acting Secretary/Clerk of the MI-WUK SUGAR PINE FIRE PROTECTION DISTRICT, a public agency validly existing under the Constitution and laws of the State of California (the "District"), and that, as of the date hereof, the individual named below is the duly appointed officer of the District holding the office set forth opposite his/her respective name. I further certify that (i) the signature set forth opposite his/her respective name and title is true and authentic and (ii) such officer has the authority on behalf of the District to enter into that certain Installment Sale Agreement 18-000 dated as of July 5, 2018, between the District and Municipal Finance Corporation, and all documents relating thereto.

Name

Title

Signature

IN WITNESS WHEREOF, I have duly executed this certificate hereto this _____ day of _____, 2018.

Secretary/Clerk

SAMPLE ONLY
(PLEASE PREPARE ON COUNSEL'S LETTERHEAD
AND FORWARD 1 ORIGINAL TO ADDRESSEE)

MUNICIPAL FINANCE CORPORATION
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361

RE: Installment Sale Agreement 18-000 dated as of July 5, 2018 by and between MUNICIPAL FINANCE CORPORATION, (the "Corporation") as seller, and MI-WUK SUGAR PINE FIRE PROTECTION DISTRICT (the "District") as purchaser.

Ladies and Gentlemen:

I have acted as counsel to the District with respect to the Installment Sale Agreement described above (the "Installment Sale") and in this capacity have reviewed a copy of the executed Installment Sale and related documents or exhibits attached thereto. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. The District is a public agency and political subdivision of the State of California (the "State"), duly organized, existing and operating under the Constitution and laws of the State.

2. The District is authorized and has the power under applicable law to enter into the Installment Sale, and to carry out its obligations thereunder and the transactions contemplated thereby.

3. The Installment Sale has been duly authorized, approved, executed and delivered by and on behalf of the District, and is a legal, valid and binding contract of the District enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditor's rights.

4. A resolution duly authorizing the execution and delivery of the Installment Sale and related documents was duly adopted by the governing body of the District on _____ and such resolution has not been amended or repealed and remains in full force and effect.

MUNICIPAL FINANCE CORPORATION

RE: Installment Sale Agreement 18-000 dated as of July 5, 2018 by and between MUNICIPAL FINANCE CORPORATION (the "Corporation") as seller, and MI-WUK SUGAR PINE FIRE PROTECTION DISTRICT (the "District") as purchaser.

(Date)

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5. There is no litigation, action, suit or proceeding pending or, to the best of my knowledge after due inquiry, threatened before any court, administrative agency, arbitrator or governmental body that challenges the authority of the District to enter into the Installment Sale or the ability of the District to perform its obligations under the Installment Sale and the transactions contemplated thereby.

This opinion may be relied upon by Municipal Finance Corporation, its successors and assigns.

Dated: _____ Very truly yours,

Please type name and title under signature.

INSURANCE AUTHORIZATION LETTER

TO: _____

Attn: _____

RE: Installment Sale Agreement 18-000 dated July 5, 2018 between the undersigned as purchaser, and MUNICIPAL FINANCE CORPORATION as seller and Westamerica Bank as Assignee of seller.

The Insurance Requirements listed below are required to cover property described as follows:

All Property covered by Installment Sale Agreement 18-000

Evidence of insurance in the form of a binder or cover letter is acceptable until formal certificates can be issued. Mail this within five (5) working days to:

Westamerica Bank
c/o Municipal Finance Corporation
2945 Townsgate Road, Suite 200
Westlake Village, CA 91361

I. BODILY INJURY AND PROPERTY DAMAGE:

- A. \$1,000,000 combined limits (primary plus umbrella) for Bodily Injury and Property Damage Coverage.
- B. Endorsement naming Assignee as an Additional Insured.
- C. Endorsement giving Assignee thirty (30) days written notice of any cancellation, reduction, or alteration of coverage.
- D. Endorsement stating: "It is understood and agreed that this insurance is primary insurance insofar as it relates to any and all equipment purchased from the Corporation."

II. PHYSICAL DAMAGE REQUIREMENTS:

- A. All Risk Coverage for not less than the total cost of \$133,768.43.
- B. Endorsement naming Assignee as Loss Payee.
- C. Endorsement giving Assignee thirty (30) days written notice of any cancellation, reduction, or alteration of coverage.
- D. Endorsement stating: "It is understood and agreed that this insurance is primary insurance insofar as it relates to any and all equipment purchased from the Corporation."

The District hereby authorizes you to provide the Corporation and Assignee with Certificates and Endorsements per the above.

MI-WUK SUGAR PINE FIRE PROTECTION DISTRICT

By _____

Date _____

