

ATTACHMENT A

2017 Lease Agreement and Amendment to the Lease
Agreement Order No. BL-04403 and Memorandum of
Termination of Lease, Rental and Lease Buy-Out Quote



California First Leasing Corporation

June 7, 2021

Ms. Shawna Jorgensen
Chief Financial Officer
Santa Barbara County Fire Department
4410 Cathedral Oaks Road
Santa Barbara, CA 93110

Dear Ms. Jorgensen:

Reference is made to that certain Lease Agreement Order No. BL-04403 dated 6/20/2017 between Santa Barbara County Fire Department as Lessee, and California First Leasing Corporation as Lessor, (the "Agreement"), and to Lease Schedule No. 01 and all related subsidiary documents under the Agreement (collectively the "Lease"). Notwithstanding anything to the contrary contained therein, and to the limited extent hereof, this Letter Agreement amends and supersedes the said Lease and is hereby incorporated by reference therein.

Capitalized terms used in this Letter Agreement without definition shall have the meanings set forth in the Lease. This Letter Agreement is to be construed as supplemental to, and part of, the Lease. In the event of any inconsistency between the Lease and this Letter Agreement, the terms and provisions of this Letter Agreement shall prevail.

In January 2021, Lessee agreed to purchase all the Property subject to the Lease for \$66,300.00 plus all applicable taxes, (the "Purchase Price") at the expiration of the initial Term on March 31, 2021. Payment of the Purchase Price has not been made and Lessee has informed Lessor that prior approval of the Purchase Price is required by the Santa Barbara County Board of Supervisors ("SBC Board") Such approval is expected at the SBC Board meeting on June 22, 2021, with payment of the Purchase Price to be received by Lessor by July 15, 2021. For valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, Lessee and Lessor agree as follows:

1. Lessee has requested and Lessor has agreed to a month-to-month extension to accommodate Lessee's request for additional time to obtain approval from the SBC Board and remit the Purchase Price. Therefore, the Term of the Lease extended beginning April 1, 2021 and ending upon payment of the Purchase Price (the "Extension Term").
2. The applicable Monthly Rent of the Lease during the Extension Term shall remain at \$6,841.56 per month, plus all applicable taxes, interest, penalties, etc. Rent for July 2021 shall not be due as long as Lessee remits the Purchase Price to Lessor on or before July 15, 2021.
3. Should Lessee require additional time beyond July 15, 2021 to remit the Purchase Price, Lessee agrees to continue with the Monthly Rent effective with the July 1, 2021 payment, and shall continue to remit Monthly Rent to Lessor until the Purchase Price is received by Lessor.
4. Lessee acknowledges that Lessor will retain all rental payments, deposits, fees and other amounts previously paid in connection with the Lease.

All other terms and conditions contained in the Lease shall remain unchanged. The said Lease is hereby amended to incorporate the foregoing revisions. Please acknowledge your acceptance of same by your authorized signature below and return a PDF copy of this Letter Agreement to Lessor at: ndarnall@calfirstlease.com.

ACKNOWLEDGED AND ACCEPTED ON THIS

22 DAY OF JUNE, 2021

Santa Barbara County Fire Department

California First Leasing Corporation

BY: _____

Nancy Darnall

NAME: Mark A. Hartwig

Vice President Credit Administration and
Portfolio Management

TITLE: Fire Chief / Fire Warden



**LEASE
AGREEMENT**
ORDER NO. BL- 04403

28 Executive Park, Irvine, California 92614
Phone 800-317-8687 949-255-5301 Fax 949-255-5321 www.CalFirst.com

LESSEE				
Santa Barbara County Fire Department				
STREET	CITY	STATE	COUNTY	ZIP
4410 Cathedral Oaks Rd	Santa Barbara	CA	Santa Barbara	93110

1. **AGREEMENT/LEASE:** California First National Bank ("Lessor") agrees to lease to Lessee the hardware, software, equipment and all related capitalized costs (capitalized costs are those costs that are necessary to put the hardware, software and equipment into full productive use by Lessee), or other costs or expenditures made by Lessor (collectively, the "Property") subject to the terms set forth herein and on each Schedule(s) that the parties may from time to time enter into with respect to this agreement ("Agreement"). Each Schedule identified as being a part of this Agreement incorporates the terms of this Agreement and constitutes a separate lease agreement and is referred to herein as the "Lease." The Lease is in force and is binding upon Lessee and Lessor upon signed acceptance by Lessor.

2. **UNIFORM COMMERCIAL CODE ACKNOWLEDGMENT:** Lessee acknowledges that it has received and approved any written "Supply Contract" covering the Property purchased from each Supplier for lease and Lessor has informed or advised Lessee, either previously or by this Lease, of the following: (i) the identity of the Supplier; (ii) that Lessee may have rights under the Supply Contract; and (iii) that Lessee may contact the Supplier for a description of any such rights. This Lease is a "Finance Lease." (The terms "Finance Lease," "Supply Contract" and "Supplier" as used in this Lease have the meanings only as ascribed to them under Division 10 of the California Uniform Commercial Code and have no effect on any tax or accounting treatment of the Lease). This provision survives termination and/or expiration of the Lease.

3. **NO WARRANTIES:** LESSOR IS NOT THE SUPPLIER, MANUFACTURER, DEVELOPER, PUBLISHER, DISTRIBUTOR, OR LICENSOR (COLLECTIVELY, "SUPPLIER") OF THE PROPERTY AND MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION AS TO FITNESS, QUALITY, DESIGN, CONDITION, CAPACITY, SUITABILITY, VALUE, MERCHANTABILITY, OR PERFORMANCE OF THE PROPERTY OR THE MATERIAL OR WORKMANSHIP THEREOF OR AGAINST INTERFERENCE BY LICENSORS OR OTHER THIRD PARTIES, IT BEING AGREED THAT THE PROPERTY IS LEASED "AS IS" AND THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. Lessee has selected the Property and represents to Lessor that all the Property is suitable for Lessee's purposes. Lessor assigns to Lessee during the term of the Lease any warranty rights it may have received from the Supplier as a result of Lessor's purchase of the Property. If Lessee has any claims regarding the Property or any other matter arising from Lessee's relationship with the Supplier, Lessee must make them against the Supplier. This provision survives termination and/or expiration of the Lease.

4. **AUTHORIZATION DATE AND LEASE DURATION:** A Schedule commences and rent is due beginning on the date that Lessee certifies in writing to Lessor that all of the Property has been received and accepted by Lessee as installed, tested and ready for use, and Lessee authorizes Lessor in writing to disburse payment to the Supplier ("Authorization Date"). Unless and until Lessee provides such written authorization, Lessor will not disburse payment to Suppliers. The Term of each Schedule is reflected on the Schedule and begins on the first day of the calendar quarter following the Authorization Date. A calendar quarter commences on the first day of January, April, July and October. Lessee has the right to use the Property at the specific locations shown on the Schedule throughout the duration of this Lease in accordance with the provisions of this Lease. The Term extends for an additional six month period ("Extension Term") at the rental rate delineated on the Schedule unless Lessee provides to Lessor written notice of Lessee's election not to extend the Term at least one hundred twenty days prior to the expiration of the Term.

5. **RENTALS:** The rent payable is shown on the Schedule(s). The monthly rent is due to Lessor, in advance, for each month or portion of a month beginning on the Authorization Date and continuing for each month that this Lease is in effect. Rent for portions of a month are based on a daily rental equal to one-thirtieth of the monthly rent. ALL RENTS SHALL BE PAID WITHOUT NOTICE OR DEMAND AND WITHOUT ABATEMENT, DEDUCTION OR SETOFF OF ANY AMOUNT WHATSOEVER. THE OPERATION AND USE OF THE PROPERTY IS SOLELY AT THE RISK OF LESSEE AND THE OBLIGATION OF LESSEE TO PAY RENT UNDER THE LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES THE FOLLOWING RIGHTS AND REMEDIES CONFERRED UPON LESSEE BY LAW: (I) RIGHT TO CANCEL OR TERMINATE THIS LEASE PRIOR TO EXPIRATION OF THE APPLICABLE TERM, (II) RIGHT TO REJECT THE PROPERTY, (III) RIGHT TO REVOKE ACCEPTANCE OF THE PROPERTY, (IV) RIGHT TO RECOVER DAMAGES FROM LESSOR FOR ANY BREACH OF WARRANTY, AND (V) RIGHT TO RECOVER ANY CONSEQUENTIAL DAMAGES WHATSOEVER.

Rents will be paid to Lessor unless otherwise instructed in writing by Lessor and its assignee.

THIS AGREEMENT AND THE APPLICABLE SCHEDULE(S) CONTAIN THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE WITH RESPECT TO THE SUBJECT MATTER HEREOF. THE LEASE CAN ONLY BE MODIFIED IN WRITING, WITH SUCH MODIFICATIONS SIGNED BY A PERSON AUTHORIZED TO SIGN AGREEMENTS ON BEHALF OF LESSEE AND BY AN AUTHORIZED SIGNER OF LESSOR. NO ORAL OR OTHER WRITTEN AGREEMENTS, REPRESENTATIONS OR PROMISES SHALL BE RELIED UPON BY, OR BE BINDING ON, THE PARTIES UNLESS MADE A PART OF THIS LEASE BY A WRITTEN MODIFICATION SIGNED BY AN AUTHORIZED SIGNER OF LESSEE AND LESSOR.

LESSEE: (Signature)
CALIFORNIA FIRST NATIONAL BANK (Signature)

This Lease is subject to acceptance by Lessor. By signing below, the signer certifies that he or she has read this Agreement, INCLUDING THE REVERSE SIDE, has had an opportunity to discuss its terms with Lessor, and is authorized to sign on behalf of Lessee. Until this Lease has been signed by an authorized signer of Lessor, it will constitute a firm offer by Lessee.

LESSEE/OFFEROR

LESSOR

OFFER: Santa Barbara County Fire Department
Signature:
Name: PHUONG LOMAN
Title: Buyer
Date: 6/19/17

ACCEPTANCE: California First National Bank
Signature:
Name: Darren S. Higuchi
Title: Senior Vice President
Date: 6/20/17

6. **INDEMNITY:** Lessee assumes liability for, and agrees at its own expense to indemnify and defend Lessor, its employees, officers, directors and assigns, from and against any and all claims, liabilities, losses, damages, and expenses (including legal expenses) of every kind or nature (including, without limitation, claims based upon strict liability) arising out of the use, condition (including latent and other defects, whether or not discoverable by Lessee or Lessor), operation or ownership of any items of Property (including, without limitation, any claim for patent, trademark or copyright infringement) or for any interruptions of service, loss of business or consequential damages. These indemnities and assumptions survive the expiration and/or termination of this Lease.

7. **PERFORMANCE OF LESSEE'S OBLIGATIONS BY LESSOR:** If Lessee fails to perform any of its obligations under this Lease, Lessee agrees that Lessor may, at its option, perform them for Lessee without waiving Lessee's default. Any amount paid by Lessor, and any expense (including reasonable attorney's fees) or any other liability incurred by Lessor as a result of its performance of any of Lessee's obligations will be payable by Lessee to Lessor upon demand.

8. **FURTHER ASSURANCES AND NOTICES:** Lessee's signing of this Lease constitutes a firm offer. In consideration of Lessor's time and effort in reviewing and acting on the offer, Lessee agrees that its offer is irrevocable for 20 business days after Lessor's receipt of the offer and of all credit information reasonably requested by Lessor. Lessor's signing of the Lease, including the Schedule, constitutes acceptance of Lessee's offer. Lessee agrees to sign and provide any documents which Lessor deems necessary for confirmation, assignment and assurance of performance by Lessee of its obligations under the Lease or for perfection of this Lease and the Property. Lessee authorizes Lessor to sign on Lessee's behalf and/or to file any documents necessary for the perfection of Lessor's interest in the Lease and Property including, but not limited to, financing statements. Lessee authorizes Lessor to insert applicable dates as necessary to complete all documentation for the Lease. Prior to Lessor's acceptance of the Lease and for the duration of the Lease, Lessee agrees to promptly provide Lessor with all credit information reasonably requested by Lessor including, but not limited to, comparative audited financial statements for the most current annual and interim reporting periods. Lessee's failure to provide such information to Lessor is an event of default under the Lease. Lessee shall notify Lessor at least 30 days prior to Lessee changing its name, organizational structure, state of incorporation/formation or location of its chief executive office. All notices to Lessor must be in writing and sent certified mail return receipt requested or through a reputable overnight delivery service to the address shown above or such other address as to which Lessee has been notified in writing.

9. **DEFAULT:** If rent or any other amount is not paid within ten days of its due date, Lessee agrees to pay a late charge equal to five percent (5%) of the unpaid amount. Each month thereafter, past due amounts remaining unpaid hereunder shall bear interest at the lesser of one and one half percent (1 1/2%) per month, compounded monthly or the maximum rate allowed by law. An Event of Default shall occur if: (a) Lessee fails to pay any rent or other payment under the Lease when due and the failure continues for ten days; (b) Lessee fails to perform or observe any of the covenants or obligations in this Lease other than Lessee's rental obligations, and such failure is not cured within ten days after written notice has been provided; (c) Lessee makes an assignment for the benefit of its creditors, files any petition or takes any action under any bankruptcy, reorganization or insolvency laws; (d) an involuntary petition is filed under any bankruptcy statute against Lessee or any receiver, trustee or custodian is appointed to take possession of Lessee's properties, unless such petition or appointment is set aside or withdrawn within sixty days of said filing or appointment; (e) Lessee attempts to or does remove, transfer, sell, sublicense, encumber, part with possession, or sublet any of the Property; (f) Lessee attempts to assign or transfer this Lease or its interest under the Lease or moves any of the Property from the location(s) set forth on the Schedule without Lessor's prior written consent; (g) Lessee undergoes a sale, buyout, change in control, or change in ownership of any type, form or manner, as judged solely by Lessor; or (h) Lessee's credit worthiness materially deteriorates, as judged solely by Lessor.

10. **REMEDIES:** Upon an Event of Default, Lessor may exercise at its sole option any one or more of the remedies permitted by law, including but not limited to the following: (a) through legal action, enforce performance by Lessee of the applicable covenants and obligations of this Lease or recover damages for the breach of those covenants or obligations; (b) terminate the Lease and Lessee's rights under the Lease; (c) by notice in writing to Lessee (unless the giving of such notice is prohibited by law or court order), recover all amounts due on or before the date Lessor declared this Lease to be in default, plus, as liquidated damages for the loss of a bargain and not as a penalty, accelerate and declare to be immediately due and payable all rentals and other sums payable under the Lease without any presentment, demand, protest or further notice (all of which are hereby expressly waived by Lessee), at which time the same shall become immediately due and payable; and (d) take immediate possession of the Property, or any part of the Property, from Lessee free from claims by Lessee. In the case of Software, it is agreed that Lessee's unauthorized use, disclosure, or transfer of the Software will cause Lessor significant damages which, at the time the parties enter the Lease, are impossible to quantify or predict. Therefore, if Lessee is found to be using (in any manner) all or any portion of the Software after the termination of this Lease, or if Supplier terminates a license of Lessee's right to use the Software for an alleged breach of the use, disclosure, or transfer restrictions imposed on Lessee, the parties hereby agree that liquidated damages shall be payable immediately by Lessee to Lessor in an amount which is equal to two times the amount paid by Lessor for the Software. The exercise of any of the foregoing remedies by Lessor will not constitute a termination of this Lease unless Lessor so notifies Lessee in writing. If Lessor repossesses the Property, Lessor may rent or sell the Property in such a manner and at such times as Lessor may determine and without notice to Lessee. In the event Lessor rents the Property to a third party, any rentals received by Lessor for the remaining Term(s) of the Schedule shall be applied to the payment of: (i) all costs and expenses (including reasonable attorney's fees) incurred by Lessor in enforcing its remedies under this Lease, and (ii) the rentals for the remainder of the Term(s) and all other sums then remaining unpaid under this Lease. All rentals received by Lessor for the period commencing after the remaining Term(s) shall be retained by Lessor. Lessee will remain liable to Lessor to the extent that the aggregate amount of the sums referred to in clauses (i) and (ii) above exceed the aggregate rentals received by Lessor under such agreements for the remaining Term(s) applicable to the Property covered by such agreements. In the event that Lessor sells the Property, the proceeds will be applied to the sum of: (1) all costs and expenses (including reasonable attorney's fees) incurred by Lessor in enforcing its remedies under this Lease and in disposing of the Property, (2) the rentals accrued under this Lease, but unpaid up to the time of such disposition, (3) any and all other sums other than rentals then owing to Lessor by Lessee under the Lease, and (4) the stipulated value as would be determined in the event of a Casualty Occurrence (as defined in the terms of the Schedule) on the date of the Property's disposition. The remaining balance of such proceeds, if any, will be applied first to reimburse Lessee for any sums previously paid by Lessee as liquidated damages (as set forth in (c) above), and any remaining amounts will be retained by Lessor. Lessee will remain liable to Lessor to the extent that the aggregate amount of the sums referred to in clauses (1) through (4) above exceeds the proceeds received by Lessor in connection with the disposition of the Property. Lessor's remedies under this Lease shall not be deemed exclusive. Waiver of any default or breach of this Lease shall not be construed as a waiver of subsequent or continuing defaults or breaches.

11. **DISPUTE RESOLUTION:** THE PARTIES AGREE THAT ALL DISPUTES, WHETHER BASED IN TORT OR CONTRACT, RELATING TO OR ARISING OUT OF THIS LEASE (COLLECTIVELY, "LEASE DISPUTES") WILL BE SUBMITTED TO THE ORANGE COUNTY, CALIFORNIA OFFICE OF JAMS, INC. ("JAMS") OR ITS SUCCESSOR FOR A TRIAL OF ALL ISSUES OF LAW AND FACT CONDUCTED BY A RETIRED JUDGE OR JUSTICE FROM THE PANEL OF JAMS, APPOINTED PURSUANT TO A GENERAL REFERENCE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE ("CCP") SECTION 638(a) (OR ANY AMENDMENT, ADDITION OR SUCCESSOR SECTION THERETO), UNLESS LESSOR OR ITS ASSIGNEE SELECTS AN ALTERNATIVE FORUM. IN THE EVENT THAT THE JAMS OFFICE IN THE COUNTY OF ORANGE CEASES TO EXIST, THEN THE PARTIES AGREE THAT A RETIRED JUDGE OR JUSTICE SHALL BE APPOINTED FROM THE PANEL OF AN ALTERNATIVE DISPUTE RESOLUTION ("ADR") SERVICE LOCATED IN ORANGE COUNTY, CALIFORNIA (OR, IF THERE IS NONE, IN LOS ANGELES COUNTY, CALIFORNIA) PURSUANT TO A GENERAL REFERENCE UNDER CCP SECTION 638(a) (OR ANY AMENDMENT, ADDITION OR SUCCESSOR SECTION THERETO). IF THE PARTIES ARE UNABLE TO AGREE ON A RETIRED JUDGE OR JUSTICE, THEN ONE SHALL BE APPOINTED BY THE PRESIDING JUDGE OF THE CALIFORNIA SUPERIOR COURT FOR THE COUNTY OF ORANGE. LESSEE AGREES TO SUBMIT TO THE PERSONAL JURISDICTION OF THE CALIFORNIA SUPERIOR COURT FOR ALL LEASE DISPUTES. LESSEE KNOWINGLY AND VOLUNTARILY WAIVES ITS RIGHTS TO A JURY TRIAL IN ANY ACTION ARISING OUT OF OR RELATING TO THIS LEASE. If any party to this Lease brings any action to enforce any of the terms, or to recover for any breach, then the prevailing party is entitled to recover from the other party reasonable attorney's fees and costs, including all court and JAMS-related (or ADR-related) costs and costs of collection (including judgment enforcement and collection costs). The parties agree that the provisions of this section shall be binding on their respective agents, successors and assigns.

12. **MISCELLANEOUS:** All agreements, representations, warranties and waivers contained in this Lease, or in any document or certificate delivered pursuant to or in connection with this Lease, shall expressly survive the termination and/or expiration of this Lease. If any provision of this Lease is determined by competent authority to be unenforceable, such determination shall not invalidate the remaining provisions of the Lease. To the extent permitted by applicable law, Lessee waives any provision of law which renders any provision hereof prohibited or unenforceable in any respect. This Lease has been entered into and shall be performed in California and, therefore, THIS LEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA (EXCLUSIVE OF PRINCIPLES OF CONFLICT OF LAWS). Time is of the essence of this Lease and each provision thereof.

Initial: _____

Date: 6/9/17

INCUMBENCY CERTIFICATE

RE: Lease Agreement Order No. BL-04403 dated June 20, 2017. (the "Agreement"), by and between Santa Barbara County Fire Department ("Lessee") and California First National Bank ("Lessor")

I, JOE DeLaCERDA, do hereby certify that I am the authorized PURCHASING MANAGER (Officer Title) of Santa Barbara County Fire Department ("Lessee"). The person(s) whose name(s) and title(s) appear below is/are authorized officer(s) of Lessee and hold on the date of this certificate and on the date of execution of the Lease Documents (hereinafter defined) the position(s) set opposite his/her respective name(s). Each officer is authorized to execute and deliver the Agreement between Lessee and Lessor, as well as all other documents and instruments (all agreements, documents, and instruments shall collectively be referred to as "Lease Documents") in connection therewith.

PRINTED NAME	TITLE	SIGNATURE
<u>Phung Loman</u>	<u>Buyer</u>	<u>[Signature]</u>
<u>Phung Loman</u>	<u>Buyer, County of Santa Barbara Purchasing</u>	<u>[Signature]</u>

IN WITNESS WHEREOF, I set my hand and the seal of Lessee this 20th day of June, 2017.

Signature: [Signature]
Printed Name: JOE DeLaCERDA

(SEAL)
Not available

THIS CERTIFICATE MUST BE EXECUTED BY AN AUTHORIZED INDIVIDUAL CONFIRMING THAT THE EXECUTIONER OF THE AGREEMENT AND LEASE DOCUMENTS IS AUTHORIZED TO DO SO ON BEHALF OF LESSEE. THIS CERTIFICATE CANNOT BE SIGNED BY THE PERSON SIGNING THE AGREEMENT AND LEASE DOCUMENTS.



28 Executive Park, Irvine, California 92614
 Phone 800-317-3687 949-255-5301 Fax 949-255-5321 www.CalFirst.com

**LEASE
 SCHEDULE
 NO. 01**

LESSEE Santa Barbara County Fire Department				CONTACT Lynne Dible	
STREET 4410 Cathedral Oaks Rd				PHONE NO. (805) 681-5506	
CITY Santa Barbara	STATE CA	COUNTY Santa Barbara	ZIP 93110	FACSIMILE NO.	

A. This Schedule is issued with respect to the Lease Agreement Order No. BL- 04403 dated 6/20/17 (the "Agreement"). All of the terms of the Agreement are incorporated into this Schedule as if fully reflected on the Schedule. The terms of this Schedule and the Agreement combine to form an individual Lease with an independent Term.

B. Any Deposit under this Schedule shall be returned to Lessee (without interest thereon) if Lessor does not accept this Schedule. Unless otherwise specified herein, upon acceptance of this Lease by Lessor any such Deposit shall be security for Lessee's obligations under the Lease, and provided that all other outstanding payment obligations have been fully satisfied, such Deposit shall be applied to the rent due in the last month(s) of the Term.

C. Term (months) : Thirty-six (36)

D. Deposit : None

E. Monthly Rent : Phase 1) \$2,289.64 and Phase 2) \$5,837.35

F. Property : Total Property Cost: \$300,000.00 (Phase 1) \$84,520.00; and Phase 2) \$215,480.00)

PROPERTY TO CONSIST OF MOBILE DATA TERMINALS TO BE MORE FULLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF AT A LATER DATE.

HARDWARE/SOFTWARE/SOFTCOST BREAKDOWN EXPECTED TO BE 95%/0%/5%. ANY VARIATION IN THE FINAL PROPERTY CONFIGURATION MAY REQUIRE A CORRESPONDING ADJUSTMENT TO THE LEASE RATE FACTOR.

THE MONTHLY LEASE RATE FACTOR OF 0.02709 MAY BE ADJUSTED UPWARD BY (.0000044) FOR EVERY ONE (01) BASIS POINT ADJUSTMENT IN THE CORRESPONDING AVERAGE YIELD OF EQUALLY MATURING INTEREST RATE SWAPS. THE FINAL MONTHLY LEASE RATE FACTOR SHALL BE FIXED AT THE AUTHORIZATION DATE AND SHALL REMAIN CONSTANT THROUGHOUT THE TERM OF THE LEASE. THE INITIAL INDEX RATE SHALL BE 1.52%.

INTEREST SWAP RATES ARE PUBLISHED DAILY BY INTERCONTINENTAL EXCHANGE, INC. WHICH CAN BE FOUND AT: [HTTPS://WWW.THEICE.COM/MARKETDATA/REPORTS/180](https://www.theice.com/marketdata/reports/180) (USE THE DROP-DOWN MENU TO SELECT "USD RATES 1100").

G. AT THE EXPIRATION OF THE TERM OR, IF EXTENDED, AT THE EXPIRATION OF THE EXTENSION TERM LESSEE SHALL: (I) PURCHASE ALL, BUT NOT LESS THAN ALL, OF THE PROPERTY FOR ITS THEN FAIR MARKET VALUE ("FMV") PLUS ALL APPLICABLE SALES/USE TAXES THEREON AND ALL UNPAID INTEREST, TAXES, LATE CHARGES AND/OR OTHER SUMS DUE UNDER THE LEASE; (II) PROMPTLY RETURN ALL, BUT NOT LESS THAN ALL, OF THE PROPERTY IN ACCORDANCE WITH THE TERMS OF THE LEASE; OR (III) EXTEND THE SCHEDULE FOR A PERIOD OF ONE ADDITIONAL YEAR AT THE RENTAL RATE DELINEATED HEREIN. WITH RESPECT TO OPTION (I), FMV IS THE PRICE A WILLING BUYER (WHO IS NEITHER A USED PROPERTY DEALER OR RESELLER) WOULD PAY FOR THE PROPERTY IN AN ARM'S LENGTH TRANSACTION TO A WILLING SELLER UNDER NO COMPELSION TO SELL; PROVIDED, (A) THE PROPERTY IS ASSUMED TO BE IN THE CONDITION IN WHICH IT IS TO BE MAINTAINED UNDER THE LEASE; (B) THE PROPERTY IS VALUED ON AN INSTALLED BASIS; AND (C) THE COST OF REMOVAL OF THE PROPERTY FROM ITS PRESENT LOCATION IS NOT A DEDUCTION FROM THE VALUATION. IF LESSEE ELECTS TO PURCHASE THE PROPERTY AND THE PARTIES ARE NOT ABLE TO AGREE ON FMV AT LEAST 30 DAYS PRIOR TO THE EXPIRATION OF THE APPLICABLE TERM, LESSOR WILL APPOINT AN INDEPENDENT APPRAISER (REASONABLY ACCEPTABLE TO LESSEE) TO DETERMINE FMV, AND THAT DETERMINATION SHALL BE FINAL, BINDING AND CONCLUSIVE AS LESSEE'S PURCHASE PRICE, AND LESSEE SHALL PAY ALL SALES/USE TAXES THEREON. LESSEE SHALL PAY SUCH AMOUNT TO LESSOR WITHIN 10 DAYS OF THE FMV DETERMINATION OR AT THE EXPIRATION OF THE APPLICABLE TERM, WHICHEVER IS LATER. LESSEE SHALL BE RESPONSIBLE FOR THE COST OF THE APPRAISAL. IF LESSEE HAS NOT ELECTED OPTION (I) OR (II) BY THE END OF THE TERM OR, IF EXTENDED, THE EXTENSION TERM, THEN OPTION (III) SHALL PREVAIL. THEREAFTER, THIS LEASE WILL CONTINUE SUBJECT TO TERMINATION BY EITHER LESSEE OR LESSOR AT THE END OF ANY MONTH, PROVIDED AT LEAST NINETY DAYS' PRIOR WRITTEN NOTICE IS DELIVERED TO THE OTHER PARTY.

THE INDIVIDUAL SIGNING BELOW CERTIFIES THAT HE OR SHE HAS READ THIS SCHEDULE (INCLUDING THE TERMS ON THE REVERSE SIDE THERE OF) AND THE LEASE AGREEMENT, AND IS AUTHORIZED TO SIGN THIS SCHEDULE ON BEHALF OF LESSEE.

THIS SCHEDULE ALONG WITH THE AGREEMENT CONTAIN THE ENTIRE AGREEMENT BETWEEN LESSOR AND LESSEE WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT CAN ONLY BE MODIFIED IN WRITING, WITH SUCH MODIFICATIONS SIGNED BY A PERSON AUTHORIZED TO SIGN AGREEMENTS ON BEHALF OF LESSEE AND BY AN AUTHORIZED SIGNER OF LESSOR. NO ORAL OR OTHER WRITTEN AGREEMENTS, REPRESENTATIONS OR PROMISES SHALL BE RELIED UPON OR BE BINDING ON THE PARTIES UNLESS MADE A PART OF THIS LEASE BY A WRITTEN MODIFICATION SIGNED BY AN AUTHORIZED SIGNER OF BOTH LESSEE AND LESSOR.

Lessee/Offeror

Lessor

OFFER: Santa Barbara County Fire Department

ACCEPTANCE: California First National Bank

Signature: [Signature]

Signature: [Signature]

Name: PHONG LOMAN

Name: Darren S. Higuchi

Title: Buyer

Title: Senior Vice President

Date: 6/19/17

Date: 6/20/17

TERMS AND CONDITIONS
APPLICABLE TO THIS LEASE SCHEDULE

H. **RIGHT TO INSPECT THE PROPERTY:** Lessor may during reasonable business hours enter upon any premises where the Property is located to confirm compliance with the terms of the Lease.

I. **TAXES ON THE PROPERTY:** All fees, assessments and taxes (except those based upon the income of Lessor) which may now or hereafter become due or are imposed upon the ownership, sale, possession, lease and/or use of the Property are to be paid by Lessee. Lessee's obligations in this regard shall survive termination and/or expiration of this Lease. While Lessee will be responsible for payment of all personal property taxes, Lessor will file all required personal property tax returns. Lessor is not responsible for contesting any valuation of, or tax imposed on, the Property (but may do so strictly as an accommodation to Lessee) and will not be liable or accountable to Lessee therefor. Lessor retains any and all federal and state tax credits or benefits relating to the Property.

J. **USE, OPERATION AND MAINTENANCE OF THE PROPERTY:** Lessee at its own expense, will provide a suitable place for the operation of the Property. The Property shall at all times be located within the United States. Lessee shall maintain the Property in good working order and in its original condition, ordinary wear and tear excepted. Lessee shall keep in force for the duration of the Lease the best standard Supplier's maintenance agreement(s) which will cause the Supplier(s) to make all the necessary repairs, and replacements in accordance with such maintenance agreement(s) and entitle Lessee (through Lessor, if necessary) to obtain available enhancements, updates, upgrades and changes.

K. **ADDITIONS AND MODIFICATIONS TO THE PROPERTY:** All additions and modifications to the Property become a part of the Property and are owned by Lessor. Software, as described on any Schedule(s), includes all updates, revisions, upgrades, new versions, enhancements, modifications, derivative works, maintenance fixes, translations, adaptations, and copies of the foregoing or of the original version of the Software whether obtained from the Supplier, licensor or from any source whatsoever, and references in this Lease to Software will be interpreted as references to any and all of the foregoing. All additions and modifications to the Property must be free and clear of any liens or rights of other parties.

L. **INSURING THE PROPERTY:** While the Property is in transit and for the duration of the Lease, Lessee at its own expense shall maintain (i) comprehensive public liability insurance (naming Lessor or its assigns as additional insured) for bodily injury and property damage resulting from the maintenance, use or transport of the Property and (ii) property and casualty insurance (naming Lessor and/or its assigns as sole loss payee) covering all risks of loss or damage to the Property from any cause whatsoever including, without limitation, fire and theft. All insurance will be from an insurer(s) and in a form and amount satisfactory to Lessor. Lessee shall deliver to Lessor the original policies or certificates of such insurance (and each renewal or replacement thereof) and evidence of the payment of the premiums for such insurance policies. All policies will provide that no cancellation or material modification of such insurance shall be effective without thirty days prior written notice to Lessor.

M. **RISK OF LOSS TO THE PROPERTY:** While the Property is in transit and throughout the duration of the Lease and until the Property is returned to Lessor or purchased by Lessee, Lessee assumes all responsibility for loss or damage or other Casualty Occurrence, as defined herein, to the Property and shall hold Lessor harmless. A Casualty Occurrence occurs if, for any reason or by any cause whatsoever, any of the Property is lost, stolen, requisitioned, confiscated, destroyed, disposed of or transferred by Lessee, or irreparably damaged as judged solely by Lessor. In the case of Software, the erasure, inoperability or other incapacity of the Software triggered by a preprogrammed termination or limiting design or routine embedded in the Software is also deemed a Casualty Occurrence. In the event of a Casualty Occurrence as to any Property, Lessee will immediately inform Lessor in writing. On the next succeeding rental payment date, Lessee shall either (i) replace the Property with like-kind Property, title to which shall vest in Lessor free and clear of any liens or rights of other parties, acceptable to Lessor or Lessor's assignee, and continue to pay all rentals without interruption as they come due, or (ii) pay to Lessor all past due rentals and other amounts then due and an amount equal to the stipulated value as determined by the Casualty Schedule annexed to the Lease ("Stipulated Value"). Lessor and Lessee acknowledge and agree that, in the event of a Casualty Occurrence, Lessor's damages would be difficult to determine and, therefore, the Stipulated Values reflected on the Casualty Schedule represent the parties' reasonable and considered attempt to approximate such Casualty Occurrence damages. When Lessee makes the payment to Lessor as provided under option (ii) above, the rentals cease to accrue and the Lease with respect to that Schedule ends. Insurance proceeds received by Lessor as a result of a Casualty Occurrence will be applied to reduce Lessee's obligation to pay the Stipulated Value.

N. **OWNERSHIP OF THE PROPERTY:** Lessor at all times retains ownership, title and/or control over Lessee's right to use the Property in accordance with the terms of the Lease. Lessee shall protect and defend, at its own expense, Lessor's title and/or rights in the Property against all claims and liens and keep the Property free and clear of all such claims and liens. The Property is and shall remain personal property of Lessor. To the extent Software subject to this Lease may also be the subject of a license agreement between the Supplier and Lessee, Lessee acknowledges that the license to use the Software is being provided to Lessee solely because of payments made by Lessor to the Supplier and, accordingly, Lessee agrees that Lessor has an interest in the license. Lessee agrees that if it or any of its affiliates receives anything of value from the Supplier (including without limitation, a trade-in, substitution, discount or upgrade allowance) other than Lessee's rights to use the Software reflected on the Schedule for the duration of this Lease, Lessee will advise Lessor and pay to Lessor an amount equal to such additional value obtained by Lessee. Lessee agrees that it will not surrender, transfer or modify the license agreement without first obtaining the written consent of Lessor.

O. **RETURN OF PROPERTY:** If Lessee elects to return the Property as provided for in the Lease, Lessee will discontinue the use of the Property, pay to Lessor an inspection, refurbishment and restocking fee equal to five percent of the Property's original cost, and immediately, at its own expense, ship the Property in its original condition (ordinary wear and tear excepted) to a location within the United States in accordance with the Property return instructions provided by Lessor. In the case of Software, Lessee will destroy all intangible Software items, and deliver to Lessor all tangible items constituting Software. At Lessor's request, Lessee will also certify in a written form acceptable to Lessor that: (i) all the tangible Software has been delivered to Lessor; (ii) all intangible records have been destroyed; (iii) Lessee has not retained the Software in any form; (iv) Lessee will not use the Software after termination and (v) Lessee has not received from Supplier(s) anything of value relating to or in exchange for Lessee's use, rental or possession of the Software during the duration of the Lease (including a trade-in, substitution or upgrade allowance). Until Lessee has complied with all of the requirements of this Section, rent payment obligations will continue from month to month at the rental rate delineated on the Schedule.

P. **ASSIGNMENT OF LEASE AND/OR PROPERTY:** LESSOR MAY ASSIGN ANY OF ITS RIGHTS IN THE LEASE AND/OR THE PROPERTY TO AN ASSIGNEE ("ASSIGNEE"). LESSEE HEREBY CONSENTS TO SUCH ASSIGNMENT AND AGREES AS FOLLOWS: (1) ASSIGNEE DOES NOT ASSUME ANY OF THE OBLIGATIONS OF LESSOR UNDER THE LEASE; (2) TO PAY ALL ASSIGNED MONIES DUE UNDER THE LEASE UNCONDITIONALLY WITHOUT OFFSET, WHICH MONIES SHALL BE PAYABLE NOTWITHSTANDING ANY DEFENSE OR COUNTERCLAIM WHATSOEVER, WHETHER BY REASON OF BREACH OF THE LEASE, THE EXERCISE OF ANY RIGHT HEREUNDER, OR OTHERWISE, WHICH LESSEE MAY NOW OR HEREAFTER HAVE AGAINST LESSOR (LESSEE RESERVES ITS RIGHT TO ASSERT ANY SUCH DEFENSE OR COUNTERCLAIM DIRECTLY AGAINST LESSOR); (3) TO PROVIDE LESSOR WITH A COPY OF ANY NOTICES SENT BY LESSEE TO ASSIGNEE;; (4) THAT SUBJECT TO AND WITHOUT IMPAIRMENT OF LESSEE'S LEASEHOLD RIGHTS IN AND TO THE PROPERTY COVERED UNDER THE LEASE, LESSEE SHALL HOLD SAID PROPERTY AND THE POSSESSION THEREOF FOR THE ASSIGNEE TO THE EXTENT OF THE ASSIGNEE'S RIGHTS THEREIN, AND (5) SUCH ASSIGNMENT DOES NOT CHANGE LESSEE'S OBLIGATIONS UNDER THIS LEASE OR INCREASE THE BURDEN AND RISKS IMPOSED ON LESSEE. WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR, LESSEE SHALL NOT ASSIGN THIS LEASE OR ITS INTEREST IN OR OBLIGATIONS UNDER THE LEASE IN ANY MANNER INCLUDING, BUT NOT LIMITED TO, AN ASSIGNMENT DUE TO A SALE, MERGER, LIQUIDATION, SUB-LEASE, LEVERAGED BUYOUT, CHANGE OF OWNERSHIP OR CHANGE-IN-CONTROL.

Initial: 

Date: 6/9/17

EXHIBIT "A"
WITH RESPECT TO LEASE SCHEDULE NO. 01 TO LEASE AGREEMENT ORDER NO. BL- 04403
AND RELATED DOCUMENTS WHEREIN

Santa Barbara County Fire Department is the Lessee
Lessee's Address: 4410 Cathedral Oaks Road, Santa Barbara, CA 93110

QTY. DESCRIPTION

Property (equipment) located at: 4410 Cathedral Oaks Road, Santa Barbara, CA 93110

Supplier: CDCE, Inc.
Invoice No: 132426

16 PANASONIC TOUGHBOOKS, CONSISTING OF THE FOLLOWING:
PUBLIC SECTOR SPECIFIC - PREMIUM, WIN10 PRO, INTEL CORE M5-6Y57 1.10 GHZ, VPRO, 10.1"
WUXGA 10-PT GLOVED MULTI TOUCH+DIGITIZER, 8GB, 256GB SSD, INTEL WIFI A/B/G/N/AC, TPM,
BLUETOOTH, DUAL PASS (CH1:WWAN/CH2:WWAN), 4G LTE MULTI CARRIER (EM7355), WEBCAM,
8M, S/N: 7BKSA28000, 7BKSA28132, 7BKSA28141, 7BKSA28180, 7BKSA28218, 7BKSA28227,
7BKSA28001, 7BKSA28135, 7BKSA28142, 7BKSA28202, 7BKSA28222, 7BKSA28087, 7BKSA28139,
7BKSA28156, 7BKSA28215, 7BKSA28223

Invoice No: 132808

15 DC BW ADAPTER CF-20
12.1-INCH IKEYVISION FLAT PANEL TOUCH SCREEN DISPLAY, S/N'S: 90617026170, 90617026171,
90617026172, 90617026173, 90617026174, 90617026175, 90617026176, 90617026177, 90617026178,
61317015868
09 25' CABLE KIT-IKEY DISPLAY TO CF-20 PORT REPLICATOR

Invoice No: 132747

15 PANASONIC VEHICLE DOCK (NO PASS) FOR CF-20 KEYED ALIKE, S/N'S: N22817ABY008,
N22817ABY012, N22817ABY016, N22817ABY005, N22817ABY009, N22817ABY013, N22817ABY017,
N22817ABY007, N22817ABY011, N22817ABY015, N22817ABY019, N22817ABY006, N22817ABY010,
N22817ABY014, N22817ABY018

Invoice No: 133075

34 PREMIUM KEYBOARD FOR CF-33.EMISSIVE RED BACKLIT (4 LEVELS).HANDLE/KICKSTAND -
DISPLAY CAN BE OPENED TO ANY ANGLE.COMPATIBLE WITH TABLET, 33 LAPTOP VEHICLE DOCK,
AND 33 DESKTOP DOCK.ETHERNET, SDXC (FULL-SIZE), HDMI, VGA, USB 2.0, USB 3.0 (2), SERIAL
(USB)

Invoice No: 133009

34 WIN10 PRO, INTEL CORE I5-7300U 2.60GHZ, VPRO, 12.0INCH QHD GLOVED MULTI
TOUCH+DIGITIZER, 8GB, 256GB SSD, INTEL WIFI A/B/G/N/AC, TPM 2.0, BLUETOOTH, DUAL PASS
(UPPER:WWAN/LOWER:WWAN-GPS), HELLO WEBCAM, 8MP CAM, TOUGHBOOK PREFERRED, S/N'S:
7ITSA08216, 7ITSA08217, 7ITSA08238, 7ITSA08243, 7ITSA08250, 7ITSA08268, 7ITSA08271,
7ITSA08930, 7ITSA08944, 7ITSA08948, 7ITSA08952, 7ITSA08963, 7ITSA08968, 7ITSA08991,
7ITSA09014, 7ITSA09022, 7ITSA09039, 7ITSA09043, 7ITSA09051, 7ITSA09082, 7ITSA09096,
7ITSA09119, 7ITSA09123, 7ITSA09126, 7ITSA09130, 7ITSA09132, 7ITSA09147, 7ITSA09151,
7ITSA09154, 7ITSA09159, 7ITSA09168, 7ITSA09192, 7ITSA09201, 7ITSA09229
34 RECYCLE FEE FOR MONITORS 4"-15"
34 PROTECTION PLUS WARRANTY - TABLET PC (YEARS 1, 2 & 3)

Invoice No: 133286

32 VEHICLE DOCK (NO PASS) FOR THE PANASONIC CF-33 USB 2.0(4), USB 3.0(2), SERIAL, ETHERNET
(2), HDMI, VGA, DOCKING CONNECTOR, NO RF, POWER, RELEASE LEVER, LOCK. FEATURES TWO
FRONT USB PORTS FOR EASY ACCESS REQUIRES PREMIUM KEYBOARD, S/N'S: E35317ABX014,
E35317ABX015, E35317ABX016, E35317ABX017, E35317ABX018, E35317ABX019, E35317ABX020,
E35317ABX023, E35317ABX024, E35317ABX025, E35317ABX026, E35317ABX027, E35317ABX001,
E35317ABX002, E35317ABX003, E35317ABX004, E35317ABX005, E35317ABX006, E35317ABX007,

EXHIBIT "A"
PAGE 2 OF 2

Invoice No: 133286 (CONT.)

E35317ABX008, E35317ABX009, E35317ABX010, E35317ABX011, E35317ABX012, E35317ABX013,
E35317ABX014, E35317ABX015, E35317ABX016, E35317ABX017, E35317ABX018, E35317ABX019,
E35317ABX020

PLUS ALL REPLACEMENT PARTS, SUBSTITUTIONS, ADDITIONS, ATTACHMENTS, MODIFICATIONS,
UPDATES, UPGRADES, REVISIONS, NEW VERSIONS, ENHANCEMENTS, ACCESSORIES AND THE
PROCEEDS THEREOF.

LESSEE:
Santa Barbara County Fire Department

BY:

NAME:

TITLE:

DATE:

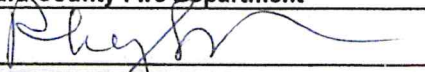
LESSOR:
California First National Bank

BY:

NAME:

TITLE:

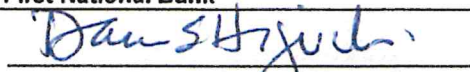
DATE:



Phung Loman

Buyer

2-16-18



Darren S. Higuchi

Senior Vice President

3/8/18

This Addendum "A" supersedes and replaces Addendum "A" signed by Lessee on 6/9/17

ADDENDUM "A"
WITH RESPECT TO
LEASE AGREEMENT ORDER NO. BL- 04403
AND LEASE SCHEDULE NO. 01

This Addendum is supplemental to and made a part of Lease Agreement Order No. BL-04403 dated 06/20/17 (the "Agreement") and other related documents under the Agreement. The parties to the Agreement include Santa Barbara County Fire Department ("Lessee") and California First National Bank ("Lessor").

Capitalized terms used in this Addendum without definition shall have the meanings set forth in the Lease, unless specifically required otherwise. This Addendum is to be construed as supplemental to, and a part of, the Lease.

Lessee and Lessor acknowledge and agree that the Lease is hereby amended with respect to Lease Schedule No. 01, as follows:

SECTION P. ASSIGNMENT OF LEASE AND/OR PROPERTY:

In line one (1) after the words "LESSOR MAY ASSIGN ANY OF ITS RIGHTS IN THE LEASE AND/OR THE PROPERTY", add the words "WITH LESSEE'S PRIOR WRITTEN CONSENT, WHICH WILL NOT BE UNREASONABLY WITHHELD".

SECTION 5. RENTALS:

In line seven (7), after the word "PROPERTY", add the words "AFTER IT HAS BEEN ACCEPTED".

SECTION 7. PERFORMANCE OF LESSEE'S OBLIGATIONS BY LESSOR:

In line two (2), delete the words "(including reasonable attorney's fees)"

SECTION 9. DEFAULT:

In line one (1), delete the words "five percent (5%)" and replace with the words "one and one half percent (1 1/2%)".

SECTION 10. REMEDIES:

Beginning in line seven (7), delete the following sentences: "In the case of Software, it is agreed that Lessee's unauthorized use, disclosure, or transfer of the Software will cause Lessor significant damages which, at the time the parties enter the Lease, are impossible to quantify or predict. Therefore, if Lessee is found to be using (in any manner) all or any portion of the Software after the termination of this Lease, or if Supplier terminates a license of Lessee's right to use the Software for an alleged breach of the use, disclosure, or transfer restrictions imposed on Lessee, the parties hereby agree that liquidated damages shall be payable immediately by Lessee to Lessor in an amount which is equal to two times the amount paid by Lessor for the Software."

In line fifteen (15) and nineteen (19), delete the words "(including reasonable attorney's fees)"

In line twenty-three (23), delete the words "as liquidated damages (as set forth in (c) above)"

SECTION 11. DISPUTE RESOLUTION:

In line two (2), delete the words "ORANGE COUNTY" and replace with the words "LOS ANGELES COUNTY".

After "SECTION 12: MISCELLANEOUS:" add the following two Section(s):

SECTION 13. BEST EFFORTS:

Lessee reasonably believes that funds can be obtained sufficient to make all Rental Payments during the Term of Agreement and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Rental Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Rental Payments for the full Term of Agreement if funds are legally available therefore and in that regard, Lessee represents that the use of the Property is essential to its proper, efficient and economic operation. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

SECTION 14. NON-APPROPRIATION OF FUNDS:

Notwithstanding anything contained in this Agreement to the contrary, in the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal period for Rental Payments due under this Agreement, Lessee will immediately notify the Lessor or its assignee of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Rental Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, Lessee agrees to peaceably surrender possession of the Property to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor or such assignee. Lessor will have all legal and equitable rights and remedies to take possession of the Property.

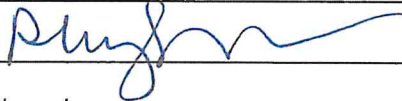
SECTION 15. CERTIFICATION AND AUTHORIZATION:

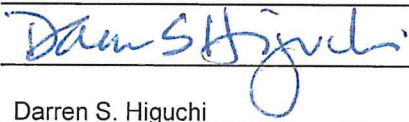
Lessee represents, covenants and warrants that it is a state or a political subdivision thereof, or that Lessee's obligation under this Agreement constitutes an obligation issued on behalf of a state or political subdivision thereof. Lessee further warrants that this Agreement represents a valid deferred payment obligation for the amount herein set forth and that Lessee, having the legal capacity to enter into the same, is not in contravention of any Town/City, District, County, or State statute, rule, regulation, or other governmental provision. Lessee agrees that (i) it will do or cause to be done all things necessary to preserve and keep the Agreement in full force and effect; (ii) it has complied with all bidding requirements where necessary and by due notification presented this Agreement for approval and adoption as a valid obligation on its part; (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period; and (iv) during the term of this Agreement, the Property will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.

Addendum "A"
Page 3 of 3

In all other respects, the terms and conditions of the Agreement, as originally written, shall remain in full force and effect. The Agreement, as amended herein, sets forth the entire and final understanding between the parties with respect hereto. The terms of this Addendum have been negotiated and jointly drafted by Lessor and Lessee and, therefore, the language of the Addendum shall not be construed in favor or against either party. The undersigned represent that they have the authority to enter into the Agreement, and that the same shall be legally binding and enforceable on the respective principals.

IN WITNESS WHEREOF the parties hereto, by their authorized signatories, have executed this Addendum at the date set forth below their respective signatures.

LESSEE: Santa Barbara County Fire Department
BY: 
NAME: Phung Loman
TITLE: Buyer, County of Santa Barbara Purchasing
DATE: 6/20/2017

LESSOR: California First National Bank
BY: 
NAME: Darren S. Higuchi
TITLE: Senior Vice President
DATE: 6/29/17

California First National Bank

28 Executive Park, Irvine, California 92614
800-317-8687 • Facsimile 949-255-5321

DELIVERY ORDER

Lease Agreement Order No. BL-04403

Lease Schedule No. 01

Lessee Santa Barbara County Fire Department				Location of Property See Exhibit "A"			
Street 4410 Cathedral Oaks Road				Street			
City Santa Barbara	State CA	County Santa Barbara	Zip 93110	City	State	County	Zip
Attention Lynne Dible				Attention			
Title Chief Financial Officer		Phone No. (805) 681-5506		Title		Phone No.	

PROPERTY

ITEM	QTY.	DESCRIPTION
		PROPERTY MORE FULLY DESCRIBED ON EXHIBIT "A" TO RELATED DOCUMENTS
Monthly Rent \$6,841.56 Inclusive of Sales/Use Tax	Mandatory Balloon N/A	Term in Months Thirty-Six (36)
		Authorization Date 2/16/18

ACCEPTANCE CERTIFICATE

Pursuant to the Lease Agreement Order No. and Lease Schedule No. referenced above (the "Lease"), Lessee certifies that, effective as of the Authorization Date herein: (a) all of the Property described above is received and accepted by Lessee as installed, tested and ready for use; (b) California First National Bank ("Lessor") is authorized to pay the Property supplier(s); and (c) billing to Lessee pursuant to the Lease is appropriate.

By signing below, the signer certifies, on behalf of Lessee, that: (1) he/she has read and understands all of the terms of the Lease; (2) the Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter thereof; and (3) there are absolutely no oral or other written agreements, representations or promises binding on the parties unless made a part of this Lease by a written addendum signed by an authorized signer of both Lessee and Lessor.

ACKNOWLEDGED AND ACCEPTED BY:

Santa Barbara County Fire Department

Signature: _____

Name: _____

Title: _____

santa1595-01.fun



February 8, 2018

Santa Barbara County Fire Department
4410 Cathedral Oaks Road
Santa Barbara, CA 93110

Ladies/Gentlemen:

Reference is made to that Lease Agreement Order No. BL-04403 dated 06/20/17, by and between Santa Barbara County Fire Department, as Lessee, and California First National Bank ("Lessor"), (the "Agreement"), and to Lease Schedule No. 01 and all related subsidiary documents under the Agreement (collectively the "Lease"). Notwithstanding anything to the contrary contained therein, and to the limited extent hereof, this Letter Agreement amends and supersedes the said Lease and is hereby incorporated by reference therein.

Capitalized terms used in this Letter Agreement without definition shall have the meanings set forth in the Lease, unless specifically required otherwise. This Letter Agreement is to be construed as supplemental to, and part of, the Lease.

It is hereby agreed and acknowledged that the final Property cost has been revised from \$300,000.00 (Phase 1) \$84,250.00; and Phase 2) \$215,480.00 to \$248,711.79, which includes \$17,351.79 in Sales/Use Tax paid in advance to the State of CA. Furthermore, the Monthly Lease Rate Factor ("MLRF") has been adjusted due to an increase in the average yield of equally maturing Interest Rate Swaps from the Index Rate of 1.52% to 2.47% (as of 2/07/18). The resulting MLRF is 0.0275080. As a result, Lessee and Lessor hereby agree to the following changes:

Table with 3 columns: LEASE SCHEDULE NO. 01, AS STATED, AS REVISED*. Row 1: MONTHLY RENT, Phase 1) \$2,289.64 and Phase 2) \$5,837.35, \$6,841.56

*Inclusive of Sales/Use Tax

In all other respects, the terms and conditions of the Lease, as originally written, shall remain in full force and effect. The Lease, as amended herein, sets forth the entire and final understanding between the parties with respect hereto. The terms of this Letter Agreement have been negotiated and jointly drafted by Lessor and Lessee and, therefore, the language of the Letter Agreement shall not be construed in favor or against either party. The undersigned represent that they have the authority to enter into this Lease, and that the same shall be legally binding and enforceable on the respective principals. Please acknowledge your acceptance of same by your authorized signature below and return the original of this Letter Agreement to Lessor within seven (7) days from the date hereof. If Lessor does not receive a signed fax copy of this Letter Agreement within seven (7) days, this Letter Agreement will be rescinded and a new one sent out adjusted to current conditions.

ACKNOWLEDGED AND ACCEPTED ON THIS

16 DAY OF February 2018

Santa Barbara County Fire Department

BY: [Signature]

NAME: Phung Loman

TITLE: Buyer

Very truly yours,

California First National Bank

[Signature]
Darren S. Higuchi
Senior Vice President

DSH/es



June 20, 2017

Santa Barbara County Fire Department
4410 Cathedral Oaks Road
Santa Barbara, CA 93110

[RE:] **REQUEST FOR PAYMENT TO SUPPLIER(S) IN ADVANCE OF THE AGREEMENT
AUTHORIZATION DATE**

Ladies/Gentlemen:

Reference is made to that Lease Agreement No. BL-04403 dated 06/20/17 by and between Santa Barbara County Fire Department as Lessee, and California First National Bank, as Lessor, (the "Agreement") and to Lease Schedule No. 01 (the "Schedule") and all related subsidiary documents under the Agreement and Schedule (collectively, the "Lease"). Notwithstanding anything to the contrary contained therein, and to the limited extent hereof, this Letter Agreement amends and supersedes the Lease and is hereby incorporated by reference herein.

Lessor has received a request from Santa Barbara County Fire Department (Lessee) to advance funds to supplier(s) for certain items of Property (including amounts for deposits and/or progress payments) prior to Lessee's certification in writing to Lessor, that all of the Property has been received and accepted by Lessee as installed, tested and ready for use. As adequate and valuable consideration for Lessor advancing funds to supplier(s) on behalf of Lessee prior to Lessee's written certification of receipt and acceptance of all of the subject Property, Lessee agrees to make the following terms and conditions mutually binding under the Lease:

Lessee will pay to Lessor a daily pro-rata rental fee from the date each item of Property is installed, tested and ready for use (or a deposit and/or progress payment is made) through the "Authorization Date". The Authorization Date as further defined in Section 4. AUTHORIZATION DATE AND LEASE DURATION of the Agreement, shall be the date that the final item of Property is certified in writing to Lessor to be received and accepted by Lessee as installed, tested and ready for use by Lessee. If Lessor has advanced funds either as a deposit or a progress payment on items of Property not yet installed, tested and ready for use, the daily pro-rata rental fee will be calculated from the date of Lessor's disbursement. The daily pro-rata rental fee will be calculated as follows: $(0.02709 \times (\text{the cost of each item of installed Property} + \text{amount of progress payments and deposits made})/30)$. This rental fee will be billed monthly. Lessor will not be required to fund on any items of Property not installed, tested and ready for use by Lessee on or before 8/30/17 (the "Funding Cut-Off Date"). If all of the Property to be included in the above-referenced Lease is not certified in writing to Lessor to be installed, tested and ready for use by Lessee on or before the Funding Cut-Off Date, or if Lessee is in violation of any terms of the Lease, or if in the sole opinion of Lessor

28 Executive Park, Irvine, California 92612
Phone 800-496-4640 949-255-0500 Fax 949-255-0501 www.CalFirst.com

Santa Barbara County Fire Department

June 20, 2017

Ref: Schedule No. 01 to Lease Agreement Order No. BL-04403

there has been a deterioration in the credit worthiness of Lessee, Lessor may, at its sole option, pursue one of the following alternatives: (a) Lessor may commence the Lease (using the Funding Cut-Off Date or the date Lessor determines that there is a deterioration in the credit worthiness of Lessee, as the Authorization Date) based on the portion of the Property which has been certified by Lessee to be installed, tested and ready for use and paid for by Lessor, and demand that Lessee pay to Lessor an amount equal to that which Lessor has paid to supplier(s) on behalf of Lessee for items of Property not yet installed, tested and ready for use, plus all pro-rata rental fees, taxes, late fees, and other charges which are due and owing; (b) Lessor may, at its sole and absolute discretion, extend the allowed Installation Period and establish a new Funding Cut-Off Date; or (c) Lessor may demand that Lessee pay to Lessor a total amount equal to that which Lessor has paid to supplier(s) on behalf of Lessee, plus all pro-rata rental fees, taxes, late fees, and other charges which are due and owing under the terms of the above-referenced Lease. Should such a demand be made by Lessor, Lessee hereby unconditionally agrees to reimburse said funds to Lessor in full within ten business days of said demand, and Lessor, upon receipt of such payment in full, shall retain all amounts received to date from Lessee and shall thereafter release Lessee from further payment obligations under the Lease. If Lessee fails to fully reimburse said funds to Lessor within ten business days of such demand, in addition to any other amounts that are due and owing, or become due and owing, to Lessor pursuant to the Lease (including this Letter Agreement), pro-rata rental fees and late fees shall continue to accrue and be due and owing to Lessor up to the date upon which Lessor receives full reimbursement of the amount required by (c), above. Lessee shall provide Lessor with updated financial information as periodically requested by Lessor. Irrespective of this Letter Agreement, all other terms and conditions including, without limitation, all payment obligations by Lessee under the Lease shall remain absolute and unconditional without regard in any manner whatsoever to the pro-rata rental obligations and/or pro-rata rental period set forth herein. The pro-rata rentals under this Letter Agreement do not apply to, or offset rentals due from the Authorization Date forward, as defined in the Agreement. The certification in writing to Lessor that all items of Property have been received and accepted by Lessee as installed, tested and ready for use is not a pre-condition to Lessee's performance of any of its obligations under the Lease, including all rental and other payment obligations.

The Lease is hereby duly amended to incorporate the foregoing revisions. Please acknowledge your acceptance of the same by your authorized signature below and return the original of this Letter Agreement to Lessor within five days of the date hereof, retaining the enclosed copy for your records.

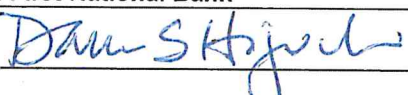
LESSEE:

LESSOR:

Santa Barbara County Fire Department

California First National Bank

BY: 

BY: 

NAME: Phung Loman

NAME: Darren S. Higuchi

TITLE: Buyer, County of Santa Barbara Purchasing

TITLE: Senior Vice President

DATE: 6/20/2017

DATE: 6/29/17

Casualty Schedule attached to and made a part of Lease Schedule No. 01 which is part of Lease Agreement Order No. BL-04403 dated 06/20/17 by and between Santa Barbara County Fire Department, as Lessee and California First National Bank, as Lessor.

Casualty Occurrence through the end of each month of the term, or if extended, the extension term.

<u>MONTH</u>	<u>STIPULATED VALUE (% OF ORIGINAL PURCHASE PRICE)</u>	<u>MONTH</u>	<u>STIPULATED VALUE (% OF ORIGINAL PURCHASE PRICE)</u>
1	125	19	89
2	123	20	87
3	121	21	85
4	119	22	84
5	117	23	82
6	115	24	79
7	113	25	77
8	111	26	75
9	109	27	74
10	107	28	72
11	105	29	70
12	103	30	69
13	101	31	67
14	99	32	65
15	97	33	64
16	95	34	62
17	93	35	60
18	91	36	59

The Stipulated Value shall be reduced by 1.67% per month during any Extension Term(s), down to a minimum of 20%. Lessor and Lessee acknowledge and agree that, in the event of a Casualty Occurrence, Lessor's damages would be difficult to determine and, therefore, the above Stipulated Values represent the parties' reasonable and considered attempt to approximate such Casualty Occurrence damages.

Lessee:

Lessor:

Santa Barbara County Fire Department

California First National Bank

By: 

By: 

Name: Phung Loman

Name: Darren S. Higuchi

Title: Buyer, County of Santa Barbara Purchasing

Title: Senior Vice President

Date: 6/20/2017

Date: 6/29/17

Lessee Name
 Lease Agreement
 Schedule No.

Santa Barbara County Fire Department
 BL-04403
 1

Billing Memo:
 Billing Amt:
 Billing From:
 Billing To:
 Monthly LRF:

3/8/2018
 \$6,841.56
 3/1/2018
 3/30/2018
 .0275060

SUMMARY OF INVOICES/LOCATIONS

Supplier	Invoice No.	Invoice Date	Total	Accept. Date	Address	City	St	County	Billing per Day	# Days Billed	Total Billing	Billing per Location
CDCE, Inc.	132426	7/5/17	\$57,440.00	7/11/2017	4410 Cathedral Oaks Rd.	Santa Barbara	CA	Santa Barbara	\$52.67	30	\$1,580.06	
CDCE, Inc.	132808	9/15/17	\$15,530.00	9/28/2017	4410 Cathedral Oaks Rd.	Santa Barbara	CA	Santa Barbara	\$14.24	30	\$427.20	
CDCE, Inc.	132747	8/31/17	\$11,550.00	10/10/2017	4410 Cathedral Oaks Rd.	Santa Barbara	CA	Santa Barbara	\$10.59	30	\$317.72	
CDCE, Inc.	133075	11/15/17	\$18,870.00	11/30/2017	4410 Cathedral Oaks Rd.	Santa Barbara	CA	Santa Barbara	\$17.30	30	\$519.08	
CDCE, Inc.	133009	10/31/17	\$105,570.00	11/30/2017	4410 Cathedral Oaks Rd.	Santa Barbara	CA	Santa Barbara	\$96.80	30	\$2,904.02	
CDCE, Inc.	133286	1/11/18	\$22,400.00	2/16/2018	4410 Cathedral Oaks Rd.	Santa Barbara	CA	Santa Barbara	\$20.54	30	\$616.18	
CA Sales Tax	td	td	\$17,351.79	2/16/2018	4410 Cathedral Oaks Rd.	Santa Barbara	CA	Santa Barbara	\$15.91	30	\$477.31	\$6,841.56
Total			\$248,711.79						\$228.05		\$6,841.56	\$6,841.56