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**PROPERTY SCHEDULE NO. 01 TO
MASTER TAX-EXEMPT EQUIPMENT LEASE PURCHASE AGREEMENT,
BOTH DATED AS OF SEPTEMBER 30, 2014, BETWEEN
MUNICIPAL ASSET MANAGEMENT, INC., AS LESSOR,
AND THE
CITY OF LONG BEACH, CALIFORNIA, AS LESSEE**

CLOSING DATE: SEPTEMBER 30, 2014

LIST OF CLOSING DOCUMENTS

**Document
Number**

1. Master Tax-Exempt Lease/Purchase Agreement.
2. Property Schedule No. 01, with the following Exhibits attached:
 - Exhibit 1: Property Description and Payment Schedule.
 - Exhibit 2: Opinion of Lessee's Counsel.
 - Exhibit 3: Lessee's Certificate, together with authorizing resolution.
 - Exhibit 4: Payment of Proceeds Instructions, together with vendor's invoice and wire transfer instructions.
 - Exhibit 5: Acceptance Certificate.
3. Evidence of Insurance.
4. IRS Form 8038-G.
5. UCC-1 Financing Statements:
 - A. Respecting the Equipment.
 - B. Respecting the Assignment.
6. Notice of Assignment.
7. Assignment.
8. Purchaser Certificate from Capital One Public Funding, LLC, together with related correspondence with Lessee.
9. Lessee's Form W-9.
10. CDIAC Reports:
 - A. Report of Proposed Debt Issuance.
 - B. Report of Final Sale.

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Master Tax-Exempt Lease/Purchase Agreement

Between: Municipal Asset Management, Inc. (the "Lessor")
25288 Foothills Drive North
Golden, CO 80401

And: City of Long Beach, California (the "Lessee")
333 West Ocean Boulevard
Long Beach, CA 90802
Attention: John Keisler
Telephone: 562-570-7447

Dated: September 30, 2014

ARTICLE I DEFINITIONS

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"**Agreement**" means this Master Tax-Exempt Lease/Purchase Agreement, including all exhibits and schedules attached hereto.

"**Code**" is defined in Section 3.01(f).

"**Commencement Date**" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in such Property Schedule.

"**Event of Default**" is defined in Section 13.01.

"**Lease Payments**" means the Lease Payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"**Lease Payment Dates**" means the Lease Payment dates for the Lease Payments as set forth in each Property Schedule.

"**Lease Term**" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"**Lessee**" means the entity identified as such in the first paragraph hereof, and its permitted successors and assigns.

"**Lessor**" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"**Nonappropriation Event**" is defined in Section 6.06.

"**Original Term**" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"**Property**" means, collectively, the property lease/purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"**Property Schedule**" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"**Purchase Price**" means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Property Schedule, as provided in Section 11.01 and as set forth in the Property Schedule.

"**Renewal Terms**" means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year.

"**State**" means the state where Lessee is located.

"**Vendor**" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Lessor or Lessee purchased or is purchasing all or any portion of the Property.

ARTICLE II

2.01 Property Schedules Separate Financings. Each Property Schedule executed and delivered under this Agreement shall be a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or a Nonappropriation Event with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Lease Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property financed or Lease Payments payable under any other Property Schedules unless an Event of Default or Nonappropriation Event has also occurred under such other Property Schedules.

ARTICLE III

3.01 Covenants of Lessee. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the

- Property Schedule and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be delivered an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.
- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
 - (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.
 - (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Lease Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.
 - (g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.
 - (h) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior notice to Lessor.

ARTICLE IV

- 4.01 Lease of Property.** On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.
- 4.02 Lease Term.** The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Lease Payment set forth in such Property Schedule and the exercise of the Purchase Option described in Section 11.01, unless terminated sooner pursuant to this Agreement or the Property Schedule.
- 4.03 Delivery, Installation and Acceptance of Property.** Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule.

ARTICLE V

- 5.01 Enjoyment of Property.** Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.
- 5.02 Location; Inspection.** The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

ARTICLE VI

- 6.01 Lease Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease 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, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Lease Payments for a fiscal year, the Lease Payments for said fiscal year, and only the Lease Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.
- 6.02 Payment of Lease Payments.** Lessee shall promptly pay Lease Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Lease Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor from such delinquent Lease Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Lease Payments and interest on said delinquent amounts from the date such amounts were due until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.
- 6.03 Interest Component.** A portion of each Lease Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Lease Payment thereunder during the Lease Term.
- 6.04 Lease Payments to be Unconditional.** SUBJECT TO SECTION 6.06, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.
- 6.05 Continuation of Lease by Lessee.** Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Lease Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Lease Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Lease Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the Lease Payments for a Property Schedule pursuant to Section 6.06, such Property Schedule shall terminate at the end of the then current Original Term or Renewal Term. Although Lessee has made this covenant, in the event that it fails to provide such notice, no remedy is provided and Lessee shall not be liable for any damages for its failure to so comply.
- 6.06 Nonappropriation.** If during the then current Original Term or Renewal Term, sufficient funds are not appropriated to make Lease Payments required under a Property Schedule for the following fiscal year, Lessee shall be deemed to not have renewed such Property Schedule for the following fiscal year and the Property Schedule shall terminate at the end of the then current Original Term or Renewal Term and Lessee shall not be obligated to make Lease Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (a "Nonappropriation Event") Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property under said Property Schedule to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of a Nonappropriation Event, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the

number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In addition, Lessor may, by written instructions to any escrow agent who is holding proceeds of the Property Schedule, instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

6.07 Defeasance of Lease Payments. Lessee may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations the principal of an interest on which are unconditionally guaranteed by, the United States of America or any agency or instrumentality thereof, in such aggregate amount, bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Lessor in the Property under said Property Schedule shall terminate. Lessee shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Lease Payments on said Property Schedule is not adversely affected.

ARTICLE VII

7.01 Title to the Property. Upon acceptance of the Property by Lessee and unless otherwise required by the laws of the State, title to the Property shall vest in Lessee, subject to Lessor's interests under the applicable Property Schedule and this Agreement.

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

7.03 Security Interest. To the extent permitted by law and to secure the performance of all of Lessee's obligations under this Agreement with respect to a Property Schedule, including without limitation all Property Schedules now existing are hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Property under the Property Schedule, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, which Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

ARTICLE VIII

8.01 Maintenance of Property by Lessee. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Lease Payments payable by Lessee under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Lease Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

8.04 Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the applicable Property Schedule and shall be due and payable on the next Lease Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE IX

9.01 Damage or Destruction. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its right to defease the Property Schedule as provided herein, or unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 8.03 and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b) defease the Property Schedule pursuant to Section 6.07, or (c) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Lessee.

ARTICLE X

10.01 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

10.02 Vendor's Warranties. Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

10.03 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Option to Purchase. Lessee shall have the option to purchase Lessor's entire interest in all of the Property subject to a Property Schedule and to terminate any restrictions herein on the Property under such Property Schedule on the last day of the Lease Term for a Property Schedule, if the Property Schedule is still in effect on such day, upon payment in full of the Lease Payments due thereunder plus payment of One (1) Dollar to Lessor. Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Property at least sixty (60) days prior to the last day of the Lease Term for applicable Property Schedule. Upon exercise of the purchase option as set forth in this Section 11.01 and payment of the purchase price under the applicable Property Schedule, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Property subject to such Property Schedule to Lessee.

11.02 Option to Prepay. Lessee shall have the option to prepay in whole the Lease Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule.

ARTICLE XII

12.01 Assignment by Lessor. Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned.

12.03 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR.

12.04 Release and Indemnification Covenants. To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to certificates of participation in this Agreement and any Property Schedule (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Lease Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;
- (c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of

creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

A Nonappropriation Event is not an Event of Default.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may declare all Lease Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including without limitation delinquent Lease Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- (b) Lessor may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) pay off any outstanding principal component of Lease Payments, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee except with respect to unpaid costs and expenses incurred by Lessor in connection with the disposition of the Property;
- (c) By written notice to any escrow agent who is holding proceeds of the Property Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Property Schedule;
- (d) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

Notwithstanding the foregoing, if the proceeds are insufficient to pay items (i) to (iii) in Section 13.02(b) in whole, Lessee shall remain obligated after application of proceeds to items (i) and (ii), to pay in whole the amounts for item (iii).

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

13.04 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee at its address as it appears on the registration books maintained by Lessee.

14.02 Arbitration Certificates. Unless a separate Arbitration Certificate is delivered on the Commencement Date, Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

- (a) The estimated total costs, including taxes, freight, installation, cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Lease Payments.
- (b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months after the Commencement Date and the Property is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the Commencement Date. Lessee will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Lease Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Lease Payments under the Property Schedule.
- (d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Lease Payments under the Property Schedule.
- (e) There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.
- (f) The officer or official who has executed the Property Schedule on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth herein are accurate and the expectations of Lessee set forth herein are reasonable.

14.03 Further Assurances. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.04 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

14.05 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

14.06 **Waiver of Jury Trials.** Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of Lessor or Lessee in the negotiation, administration, performance or enforcement hereof.

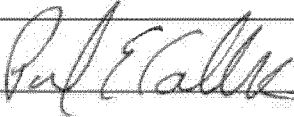
14.07 **Amendments, Changes and Modifications.** This Agreement may be amended in writing by Lessor and Lessee to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of all assignees shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

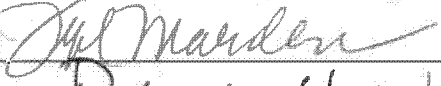
14.08 **Execution in Counterparts.** This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.09 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State.

14.10 **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.


IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

Lessor: Municipal Asset Management, Inc.
By: 
Name: Paul E. Collings
Title: President

Lessee: City of Long Beach, California Assistant City Manager
By: 
Name: Patrick H. West
Title: City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Attest:
By:
Name:
Title:

APPROVED AS TO FORM
September 25, 2014
CHARLES PARKIN, City Attorney
By 
KENDRA L. CARNEY
DEPUTY CITY ATTORNEY

2

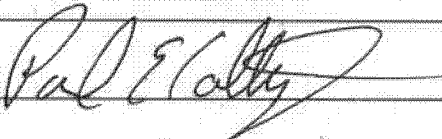
Property Schedule No. 01

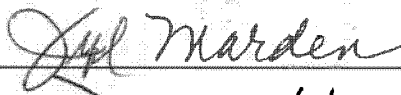
Master Tax-Exempt Lease/Purchase Agreement

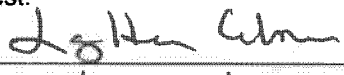
This **Property Schedule No. 01** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of September 30, 2014, between Municipal Asset Management, Inc., and City of Long Beach, California.

- 1. Interpretation.** The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
- 2. Commencement Date.** The Commencement Date for this Property Schedule is September 30, 2014.
- 3. Property Description and Payment Schedule.** The Property subject to this Property Schedule is described in Exhibit 1 hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Lease Payment Schedule for this Property Schedule is set forth in Exhibit 1.
- 4. Opinion.** The Opinion of Lessee's Counsel is attached as Exhibit 2.
- 5. Lessee's Certificate.** The Lessee's Certificate is attached as Exhibit 3.
- 6. Proceeds.** Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4.
- 7. Acceptance Certificate.** The form of Acceptance Certificate is attached as Exhibit 5.
- 8. Additional Purchase Option Provisions.** In addition to the Purchase Option provisions set forth in the Master Agreement, Lease Payments payable under this Property Schedule shall be subject to prepayment in whole at any time by payment of the applicable Termination Amount set forth in Exhibit 1 (Payment Schedule) and payment of all accrued and unpaid interest through the date of prepayment.
- 9. Bank Qualification and Arbitrage Rebate.** Intentionally omitted.
- 10. Expiration.** Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Master Agreement (including this Property Schedule and all ancillary documents) is not received by Lessor at its place of business by October 5, 2014.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

Lessor: Municipal Asset Management, Inc.
By: 
Name: Paul E. Collings
Title: President

Lessee: City of Long Beach, California
Assistant City Manager
By: 
Name: Patrick H. West
Title: City Manager

Attest:
By: 
Name: Larry Herrera-Coburn
Title: City Clerk


APPROVED AS TO FORM
September 25, 2014
CHARLES PARKIN, City Attorney
By: 
KENDRA L. CARNEY
DEPUTY CITY ATTORNEY

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 01** to Master Tax-Exempt Lease/Purchase Agreement Municipal Asset Management, Inc. and City of Long Beach, California.

THE PROPERTY IS AS FOLLOWS: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto. It includes all replacements, parts, repairs, additions, accessions and accessories incorporated therein or affixed or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries.

PROPERTY LOCATION:

333 W. OCEAN BLVD.

Address

LONG BEACH, CA 90802

City, State Zip Code

USE: TASERS for use by City Police Officers - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Lease Payment Schedule

Total Principal Amount: \$1,012,014.70

Pmt #	Payment Date	Principal Balance	Total Payment	Interest Portion	Principal Portion	Purchase Price *
		1,012,014.70				
1	30-Sep-14	512,014.70	500,000.00	0.00	500,000.00	527,146.09
2	30-Sep-15	414,195.65	109,544.19	11,725.14	97,819.05	424,402.08
3	30-Sep-16	314,136.54	109,544.19	9,485.08	100,059.11	320,332.68
4	30-Sep-17	211,786.07	109,544.19	7,193.73	102,350.46	214,920.78
5	30-Sep-18	107,091.78	109,544.19	4,849.90	104,694.29	108,149.07
6	30-Sep-19	0.00	109,544.19	2,452.40	107,091.79	0.00
TOTALS			1,047,720.95	35,706.25	1,012,014.70	

* Termination Amount after the current lease payment has been made.

Lessee: City of Long Beach, California	
Assistant City Manager	
By: <i>PH Marden</i>	
Name: <i>Patrick H. West</i>	
Title: <i>City Manager</i>	EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

EXHIBIT A

Property Description

Part Number	Product	Quantity	Sales Price	Total Price
11003	HANDLE, YELLOW, CLASS III, X26P	945.00	USD 873.85	USD 825,788.25
11504	HOLSTER, BLACKHAWK, LEFT, X26P	95.00	USD 51.75	USD 4,916.25
11501	HOLSTER, BLACKHAWK, RIGHT, X26P	850.00	USD 51.75	USD 43,987.50
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	10.00	USD 159.95	USD 1,599.50
22010	PPM, BATTERY PACK, STANDARD, X2/X26P	945.00	USD 52.95	USD 50,037.75

Subtotal	USD 926,329.25
Total Price	USD 926,329.25
Tax	USD 83,369.63
Shipping and Handling	USD 2,315.82
Grand Total	USD 1,012,014.70



OFFICE OF THE CITY ATTORNEY
Long Beach, California

CHARLES PARKIN
City Attorney

MICHAEL J. MAIS
Assistant City Attorney

MONTE H. MACHIT
Assistant City Attorney

PRINCIPAL DEPUTIES

Christina L. Chevel
Dominic Holzhaus
Anne C. Lattime

EXHIBIT 2

September 30, 2014

DEPUTIES

C. Geoffrey Allred
Gary J. Anderson
Richard F. Anthony
Kendra L. Carney
LaTasha N. Corry
Charles M. Gale
Haleh R. Jenkins
Michele L. Levinson
Barbara J. McTigue
Howard D. Russell
Tiffany L. Shin
Linda T. Vu
Amy R. Webber
Theodore B. Zinger

Municipal Asset Management, Inc.
25288 Foothills Drive North
Golden, CO 80401

RE: Property Schedule No. 01 to Master Tax-Exempt Lease/Purchase Agreement between
Municipal Asset Management, Inc. and City of Long Beach, California.

Ladies and Gentlemen:

We have acted as special counsel to City of Long Beach, California ("Lessee"), in connection with the Master Tax Exempt Lease/Purchase Agreement, dated as of September 30, 2014 (the "Master Agreement"), between City of Long Beach, California, as lessee, and Municipal Asset Management, Inc. as lessor ("Lessor"), and the execution of Property Schedule No 01 (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated

thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.

6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.

7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal or of interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Best regards,

CHARLES PARKIN, City Attorney


By: 
KENDRA L. CARNEY
Deputy City Attorney

EXHIBIT 3

APPROVED AS TO FORM

September 25, 2014
CHARLES PARKIN, City Attorney

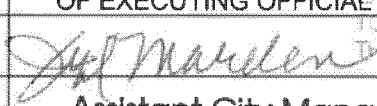
Lessee's Certificate

By 
KENDRA L. CARNEY
DEPUTY CITY ATTORNEY

Re: **Property Schedule No. 01** to Master Tax-Exempt Lease/Purchase Agreement Municipal Asset Management, Inc. and City of Long Beach, California.

The undersigned, being the duly elected, qualified and acting Deputy City Attorney of the City of Long Beach, California ("Lessee") do hereby certify, as of September 30, 2014, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held AUGUST 12, 2014 by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
<u>Patrick H. West</u> And/ Or	<u>City Manager</u>	 Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master Agreement and the Property Schedule and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of Master Agreement and the Property Schedule have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof with respect to this Property Schedule or any other Property Schedules under the Master Agreement.

5. The acquisition of all of the Property under the Property Schedule has been duly authorized by the governing body of Lessee.


6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year under the Property Schedule and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoy in the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

City of Long Beach, California
By: _____
Title: _____
SIGNER MUST NOT BE THE SAME AS THE EXECUTING OFFICIAL(S) SHOWN ABOVE.

APPROVED AS TO FORM

September 25, 2014
CHARLES PARKIN, City Attorney

By 
KENDRA L. CARNEY
DEPUTY CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
CHARLES PALMISTO, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 RESOLUTION NO. RES-14-0068

2
3 A RESOLUTION OF THE CITY COUNCIL OF THE
4 CITY OF LONG BEACH AUTHORIZING THE CITY
5 MANAGER TO EXECUTE CONTRACTS WITH
6 PROFORCE MARKETING, INC., TASER INTERNATIONAL,
7 INC. AND LEASING PARTNER, MUNICIPAL ASSET
8 MANAGEMENT, INC., WITHOUT ADVERTISING FOR
9 BIDS, FOR TASERS AND ACCESSORIES IN AN AMOUNT
10 NOT TO EXCEED \$1,500,000
11

12 WHEREAS, in September 2004, the Long Beach Police Department
13 purchased X26 tasers and now desires to purchase new X26P tasers and accessories
14 that are supported by the manufacturer; and

15 WHEREAS, standardization will enable training and maintenance to be
16 efficient and cost effective; and

17 WHEREAS, Proforce Marketing, Inc., is the sole distributor in California
18 authorized by the manufacturer, Taser International, Inc. to sell the X26P taser and
19 accessories; and

20 WHEREAS, Taser International, Inc. is the manufacturer of taser equipment
21 and will provide competitive financing through its exclusive leasing partner, Municipal
22 Asset Management, Inc., and that better terms and conditions for financing cannot be
23 secured by the City Treasurer;

24 WHEREAS, as a result, no useful purpose would be served by advertising
25 for bids and to do so would constitute an idle and useless act and an unnecessary
26 expenditure of public funds;

27 NOW, THEREFORE, the City Council of the City of Long Beach resolves as
28 follows:

OFFICE OF THE CITY ATTORNEY
CHARLES P. ... City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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Section 1. The City Manager is hereby authorized to enter into contracts with Proforce Marketing, Inc., Taser International, Inc., and leasing partner, Municipal Asset Management, Inc., for the purchase of up to 1,100 tasers and accessories in a sum not to exceed \$1,500,000 without advertising for bids, over the next five years at the discretion of the City Manager. If the sole source status of Proforce Marketing, Inc., Taser International, Inc., and leasing partner, Municipal Asset Management, Inc., changes, City shall publicly bid instead of extending the contract.

Section 2. This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting this resolution.

I hereby certify that the foregoing resolution was adopted by the City Council of the City of Long Beach at its meeting of August 12, 2014, by the following vote:

Ayes: Councilmembers: Gonzalez, Lowenthal, Price, Mungo,
Andrews, Uranga, Austin, Richardson.

Noes: Councilmembers: None.

Absent: Councilmembers: O'Donnell.

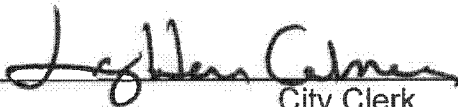

City Clerk

EXHIBIT 4

Payment of Proceeds Instructions

Municipal Asset Management, Inc.
25288 Foothills Drive North
Golden, CO 80401

Re: Property Schedule No. 01 (the "Property Schedule") to Master Tax-Exempt Lease/Purchase Agreement between Municipal Asset Management, Inc. ("Lessor") and City of Long Beach, California ("Lessee").

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: TASER International, Inc.

By check

By wire transfer

If by check, Payee's address:

If by wire transfer, instructions as follows:

Pay to Bank Name: See attached wire instructions

Bank Address: _____

Bank Phone #: _____

For Account of: _____

Account No.: _____

ABA No.: _____

Lessee: City of Long Beach, California	
Assistant City Manager	
By:	<i>Jeff Marden</i>
Name:	<i>Patrick A. West</i>
Title:	<i>City Manager</i>

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

APPROVED AS TO FORM
September 25, 2014
CHARLES PARKIN, City Attorney
By *Kendra L. Carnby*
KENDRA L. CARNBY
DEPUTY CITY ATTORNEY



Remit Payment to:
TASER International
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
PH: (480) 991-0797
FAX: (480) 991-0791
SALES@TASER.COM
WWW.TASER.COM

Invoice

Invoice date: 9/30/2014
Page: 1
Sales order:
Requisition: INV 1373276
Your ref.: TPP PENDING
Our ref.: 00372
Payment: Net 30
Invoice account: 107206

BILL TO:
LONG BEACH POLICE DEPT.
400 W. BROADWAY
LONG BEACH, CA 90802

SHIP TO:
LONG BEACH POLICE DEPT.
400 W. BROADWAY
LONG BEACH, CA 90802

Description	Unit	Amount
PER AGREEMENT		926,329.25

Sales Amount	926,329.25
Misc./Handling	0.00
Shipping Freight	2,315.82
Sales Tax	83,369.63
Total	1,012,014.70
Amount Received	0.00
BALANCE DUE	1,012,014.70

Payment due 10/30/2014

US



17800 N. 85th St.
Scottsdale, AZ
85255-9603

Phone: (480) 991-0797 • (800) 978-2737
Fax: (480) 991-0791
www.TASER.com

11/12/2014

Paul Collings
President
Municipal Asset Management

To Paul Collings:

TASER understands that the City of Long Beach will pay TASER directly \$500,000.00 as approved by the Long Beach City Council. TASER approves Municipal Asset Management (MAM) to "short" this invoice, minus the funds the City of Long Beach will pay TASER directly.

Best,

Mandy Duffy
Sales Operations Manager
mduffy@taser.com
480-463-2149

TASER INTERNATIONAL, INC.

17800 NORTH 85TH STREET
SCOTTSDALE, AZ 85255
PHONE: 800-978-2737
FAX: 480-991-0791

INVOICE

INVOICE NO: 09042014M1
DATE: September 4, 2014

To: City of Long Beach, California
333 West Ocean Boulevard
Long Beach, CA 90802

TERMS
Due at closing

DESCRIPTION	AMOUNT
Down Payment for Master Tax Exempt Lease Purchase Agreement dated as of September 30, 2014 between Municipal Asset Management, Inc., Lessor and City of Long Beach, California, Lessee.	\$500,000.00

SUBTOTAL	\$500,000.00
TOTAL DUE	\$500,000.00

Please make check payable to TASER International, Inc. and mail it to the following address:

TASER International, Inc.
Attn: Mandy Duffy
17800 North 85th Street
Scottsdale, AZ 85255

IF YOU HAVE ANY QUESTIONS CONCERNING THIS INVOICE, CALL: MUNICIPAL ASSET MANAGEMENT, PAUL COLLINGS, 303-273-9494

THANK YOU FOR YOUR BUSINESS!

EXHIBIT 5

Acceptance Certificate

Municipal Asset Management, Inc.
25288 Foothills Drive North
Golden, CO 80401

Re: **Property Schedule No. 01** to Master Tax-Exempt Lease/Purchase Agreement between Municipal Asset Management, Inc. and City of Long Beach, California

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with, Municipal Asset Management, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or a Nonappropriation Event (as such terms are defined in the Master Agreement) exists at the date hereof.

Acceptance Date: September 30, 2014.

Lessee: City of Long Beach, California	
Assistant City Manager	
By:	<u>[Signature]</u>
Name:	<u>Patrick H. West</u>
Title:	<u>City Manager</u>

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM
September 25, 2014
 CHARLES PARKIN, City Attorney
 By [Signature]
 KENDRA L. CARNEY
 DEPUTY CITY ATTORNEY

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INSURANCE AUTHORIZATION AND VERIFICATION

Date: September 19, 2014

Property Schedule No: 01

To: City of Long Beach, California (the "Lessee")
333 West Ocean Boulevard
Long Beach, CA 90802

From: Municipal Asset Management, Inc. (the "Lessor")
25288 Foothills Drive North
Golden, CO 80401
Attn: Paul E. Collings

TO THE LESSEE: In connection with the above-referenced Property Schedule, Lessor requires proof in the form of this document, executed by both Lessee* and Lessee's agent, that Lessee's insurable interest in the financed property (the "Property") meets Lessor's requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Lessor, AND ITS SUCCESSORS AND ASSIGNS, shall be covered as both ADDITIONAL INSURED and LENDER'S LOSS PAYEE with regard to all equipment financed or leased by policy holder through or from Lessor. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification.

Lessee must carry GENERAL LIABILITY (and/or, for vehicles, Automobile Liability) in the amount of no less than \$1,000,000.00 (one million dollars).

Lessee must carry PROPERTY Insurance (or, for vehicles, Physical Damage Insurance) in an amount no less than the 'Insurable Value' \$1,012,014.70.

*Lessee: Please execute this form and return with your document package. Lessor will fax this form to your insurance agency for endorsement. In lieu of agent endorsement, Lessee's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Lessee-executed form plus certificates) is not provided within 15 days, we have the right to purchase such insurance at your expense. Should you have any questions, please contact Paul Collings at (303) 273-9494.

By signing, Lessee authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Agency/Agent: SELF INSURED / SEE ATTACHED
Address: _____
Phone/Fax: _____ / _____
E-Mail: _____

APPROVED AS TO FORM
September 25, 2014
CHARLES PARKIN, City Attorney
By [Signature]
KENDRA L. CARNEY
DEPUTY CITY ATTORNEY

Lessee: City of Long Beach, California
Assistant City Manager
By: <u>[Signature]</u>
Name: <u>Patrick H. West</u>
Title: <u>City Manager</u>

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Lessor at (303) 273-9505. This fully endorsed form shall serve as proof that Lessee's insurance meets the above requirements. EXECUTED PURSUANT SECTION 301 OF THE CITY CHARTER.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Print Name Of Agency: X _____

By: X _____
(Agent's Signature)

Print Name: X _____

Date: X _____

Insurable Value: \$ _____

ATTACHED: PROPERTY DESCRIPTION FOR PROPERTY SCHEDULE NO.: 01

CITY OF LONG BEACH
CERTIFICATE OF SELF-INSURANCE



With respect to:

(Agreement Title/Program
and subject/location)

Master Tax Exempt Equipment Lease-Purchase between the City of Long Beach as
Lessee and Municipal Asset Management, Inc. as Lessor related to Schedule Number
No 01 (Re: COLB Agenda Item 14-0595 dated August 12, 2014)

City of Long Beach
Program Coordinator

John Keisler, CFO Phone (562) 570-7447
Long Beach Police Department

Between the City of Long Beach and

Certificate Holder:
(Name and Location)

Municipal Asset Management, Inc., 25288 Foothills Drive North, Golden, CO 80401

Contact Person

Paul Collings, President Phone (303) 273-9494
Fax (303) 273-9505

Copy to:

William Norris, Long Beach Police Department

Type of Coverage:

Commercial general liability insurance equivalent in scope to ISO CG 00 01 10 93 with limits of
\$1,000,000 per occurrence and \$1,000,000 in aggregate; Personal property insurance at replacement cost of up to \$1,012,014.70.

This coverage will terminate upon completion or satisfaction of the requirements of said Program or may be terminated sooner pursuant to terms of said Program. Coverage afforded hereunder is primary and any insurance or self-insurance of Certificate Holder shall not contribute with it.

If any of the coverages described in this Certificate are changed or withdrawn, the City of Long Beach will mail the Certificate Holder thirty (30) days prior written notice by registered mail, but failure to mail such notice shall impose no obligation or liability of any kind upon the City of Long Beach, its officials, agents or employees.

This Certificate of Self-Insurance is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage evidenced herein.

Additional Interest: Municipal Asset Management, Inc. and its Officers, Agents, and Employees are additional covered interests and Municipal Asset Management, Inc. is a loss payee as its interest may appear with respect to said Agreement/Program per the attached endorsement.

For further information or in the event of a claim,
contact:

Certified by:

City of Long Beach
Attn: Risk Management
333 West Ocean Blvd., 10th Floor
Long Beach, CA 90802
(562) 570-6754
(562) 570-5375 (fax)

Handwritten signature of Michael Alio in black ink.

Michael Alio
Risk Manager

Certificate no. 2014-057C

Coverage period: Sep. 19, 2014 to Sep. 19, 2019

Date issued: September 23, 2014

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GILMORE BELL

816-221-1000 MAIN
816-221-1018 FAX
GILMOREBELL.COM

GILMORE & BELL PC
2405 GRAND BOULEVARD, SUITE 1100
KANSAS CITY, MISSOURI 64108-2521

ST. LOUIS
WICHITA
OMAHA | LINCOLN

November 7, 2014

VIA FEDERAL EXPRESS

Internal Revenue Service
Ogden, Utah 84201

Ref: 600645.60073
Dep:

Date: 07Nov14
Wgt: 1.00 LBS

DV:

SHIPPING:
SPECIAL:
HANDLING:
TOTAL:

18.00
1.45
0.00
19.53

Svcs: STANDARD OVERNIGHT
TRCK: 6011 7864 8563

Re: Property Schedule No. 01 to Master Tax-Exempt Lease Purchase Agreement, each dated as of September 30, 2014, between Municipal Asset Management, Inc., as lessor, and the City of Long Beach, California, as lessee

Dear Sir or Madam:

Enclosed for filing pursuant to Section 149(e) of the Internal Revenue Code is an IRS Form 8038-G, Information Return for Tax-Exempt Governmental Obligations, being filed with respect to the above-captioned transaction.

If you have any questions, please do not hesitate to contact me.

Very truly yours,


Janelle Jackson
Legal Assistant

Enclosure

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.

OMB No. 1545-0720

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Long Beach, California		2 Issuer's employer identification number (EIN) [REDACTED]	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite 333 West Ocean Boulevard		5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Long Beach, CA 90802		7 Date of issue 9/30/2014	
8 Name of issue Property Schedule No. 01 to Master Tax-Exempt Lease Purchase Agreement, both dated as of September 30, 2014, with Municipal Asset Management, Inc.		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) David Nakamoto, City Treasurer, City of Long Beach, CA		10b Telephone number of officer or other employee shown on 10a (562) 570-	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	\$517,134 85
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ►		18	
19 If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>	[REDACTED]	
If obligations are BANs, check only box 19b	<input type="checkbox"/>		
20 If obligations are in the form of a lease or installment sale, check box	<input type="checkbox"/>		

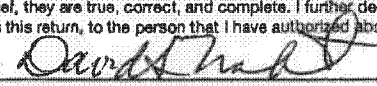

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 09/30/2019	\$ 517,134.85	\$ 512,014.70	3.0453 years	1.9371 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22 Proceeds used for accrued interest		22	\$ 0 00	
23 Issue price of entire issue (enter amount from line 21, column (b))		23	517,134 85	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24 \$5,120 15			
25 Proceeds used for credit enhancement	25 0 00			
26 Proceeds allocated to reasonably required reserve or replacement fund	26 0 00			
27 Proceeds used to currently refund prior issues	27 0 00			
28 Proceeds used to advance refund prior issues	28 0 00			
29 Total (add lines 24 through 28)		29	5,120 15	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	\$512,014 70	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box ▶ <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ <input checked="" type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input checked="" type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	 Signature of issuer's authorized representative	10/27/14 Date	David Nakamoto, City Treasurer Type or print name and title		
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> # self-employed	PTIN
	Jason C. Schurke		10/23/14		
	Firm's name ▶ Gilmore & Bell, P.C.	Firm's EIN ▶			
Firm's address ▶ 2405 Grand Boulevard, Suite 1100, Kansas City, MO 64108	Phone no.	816-221-1000			



November 10, 2014

Dear Customer:

The following is the proof-of-delivery for tracking number **601178648563**.

Delivery Information:

Status:	Delivered	Delivered to:	Shipping/Receiving
Signed for by:	.REDFORD	Delivery location:	OGDEN, UT
Service type:	FedEx Standard Overnight	Delivery date:	Nov 10, 2014 09:39
Special Handling:	Deliver Weekday		

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Shipping Information:

Tracking number:	601178648563	Ship date:	Nov 7, 2014
		Weight:	0.5 lbs/0.2 kg

Recipient:
OGDEN, UT US

Shipper:
Kansas City, MO US

Reference 600645.60073

Thank you for choosing FedEx.

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iLien Cover Page

Date Printed: 11/17/2014

Debtor:

City of Long Beach, California
333 West Ocean Boulevard
Long Beach, CA 90802

bill code: Long Beach, CA

loan num:

REF3:

REF4:

Ref5:

Ref6:

Ref7:

Law Firm Bill Code:

iLien File #: 56746115

Order Confirmation #: 45646703

UserID: [REDACTED]

UserName: JANELLE JACKSON

Number of Collateral Pages Attached: 1

Transaction Type: Original

Jurisdiction: CA, Secretary of State

Mail Address (Please send attachments to):

CT Lien Solutions
330 N. Brand Blvd Suite 700
Glendale, CA 91203
FAX: 818-662-4141

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

CT Lien Solutions
Representation of filing

This filing is Completed
File Number : 147436311292
File Date : 12-Nov-2014

A. NAME & PHONE OF CONTACT AT FILER (optional) Phone: (800) 331-3282 Fax: (818) 662-4141	
B. E-MAIL CONTACT AT FILER (optional) CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 30030 - CAPITAL ONE	
CT Lien Solutions P.O. Box 29071 Glendale, CA 91209-9071	45646703 CALI

File with: Secretary of State, CA

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME City of Long Beach, California						
OR	1b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
1c. MAILING ADDRESS 333 West Ocean Boulevard			CITY Long Beach	STATE CA	POSTAL CODE 90802	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME						
OR	2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME Capital One Public Funding, LLC						
OR	3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX	
3c. MAILING ADDRESS 275 Broadhollow Road, 4th Floor			CITY Melville	STATE NY	POSTAL CODE 11747	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
Equipment and fixtures financed with proceeds of Property Schedule No. 01 to that certain Master Tax-Exempt Lease/Purchase Agreement, both dated as of September 30, 2014, between Municipal Asset Management, Inc., as lessor, and Debtor, as lessee, as amended from time to time, and products and proceeds thereof, as assigned to Secured Party pursuant to an Assignment dated September 30, 2014, from Municipal Asset Management, Inc. to Secured Party. The Equipment consists of 945 TASERs as described on Exhibit A attached hereto, together with all replacement parts, additions, repairs, modifications, attachments and accessories thereto, any and all substitutions, replacements or exchanges therefor.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA:
45646703 Long Beach, CA

EXHIBIT A

Property Description

Part Number	Product	Quantity	Sales Price	Total Price
11003	HANDLE, YELLOW, CLASS III, X26P	846.00	USD 873.85	USD 825,788.25
11504	HOLSTER, BLACKHAWK, LEFT, X26P	95.00	USD 51.75	USD 4,916.25
11501	HOLSTER, BLACKHAWK, RIGHT, X26P	850.00	USD 51.75	USD 43,967.50
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P	10.00	USD 159.95	USD 1,599.50
22010	PPM, BATTERY PACK, STANDARD, X2/X26P	945.00	USD 52.95	USD 50,037.75

Subtotal	USD 926,329.25
Total Price	USD 926,329.25
Tax	USD 83,369.63
Shipping and Handling	USD 2,315.82
Grand Total	USD 1,012,014.70

UCC Financing Statement

Colorado Secretary of State

Date and Time: 11/11/2014 12:36:58 PM

Master ID: 20142105342

Validation Number: 20142105342

Amount: \$8.00

Debtor: (Organization)

Name: MUNICIPAL ASSET MANAGEMENT, INC.

Address1: 25288 Foothills Drive North

Address2:

City: Golden

State: CO

ZIP/Postal Code: 80401

Province:

Country: United States

Secured Party: (Organization)

Name: Capital One Public Funding, LLC

Address1: 275 Broadhollow Road

Address2: 4th Floor

City: Melville

State: NY

ZIP/Postal Code: 11747

Province:

Country: United States

Collateral

Description:

General intangibles, investment property, accounts, chattel paper and equipment covered by that certain Assignment dated September 30, 2014, from Debtor to Secured Party, as the same may be amended from time to time, and products and proceeds thereof. Said Assignment relates to that certain Master Tax-Exempt Lease/Purchase Agreement and Property Schedule No. 01 thereto, each dated as of September 30, 2014, between the City of Long Beach, California, as lessee, and Debtor, as lessor, as amended from time to time.

Optional Information

Optional filer reference data/miscellaneous information:

CO-0-45646807-49228797

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NOTICE OF ASSIGNMENT

September 30, 2014

City of Long Beach, California
333 West Ocean Boulevard
Long Beach, CA 90802
Attn: John Keisler

Re: Master Tax-Exempt Lease/Purchase Agreement and Property Schedule No. 01 thereto dated as of September 30, 2014, between City of Long Beach, California as lessee ("Lessee"), and Municipal Asset Management, Inc., as lessor ("Lessor") (together, the "Agreement")

Ladies and Gentlemen:

Please be advised that the undersigned Lessor has assigned all of its right, title and interest in, to and under the Agreement, the Equipment leased thereunder, and the right to receive Lease Payments thereunder and the payment of the Purchase Price thereunder to Capital One Public Funding, LLC, a New York limited liability company ("Assignee"), whose mailing address is 275 Broadhollow Road, 4th Floor, Melville, NY 11747, and whose tax identification number is [REDACTED].

All Lease Payments and payment of the Purchase Price due under the Agreement should be made to the Assignee at the address below or as otherwise instructed by Assignee:

CAPITAL ONE PUBLIC FUNDING, LLC
275 BROADHOLLOW ROAD, 4TH FLOOR
MELVILLE, NY 11747

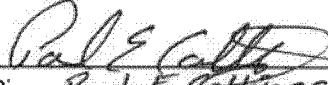
Lessee acknowledges that Assignee is acting solely as Assignee for its own loan account and not as a fiduciary for Lessee or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor or fiduciary. Assignee has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of Lessee (including to any financial advisor or any placement agent engaged by Lessee) with respect to the structuring, issuance, sale or delivery of the Agreement. Lessee acknowledges that Assignee has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to Lessee with respect to the transactions relating to the structuring, issuance, sale or delivery of the Agreement and the discussions, undertakings and procedures leading thereto. Each of Lessee, its financial advisor and its placement agent has sought and shall seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) with respect to the Agreement from its own financial, legal, tax and other advisors (and not from Assignee or its affiliates) to the extent that Lessee, its financial advisor or its placement agent desires, should or needs to obtain such advice. Assignee expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to Lessee's financial advisor or placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to Lessee's financial advisor or placement agent, with respect to any such matters. Lessee acknowledges that the transaction between Lessee and Assignee is an arm's length commercial transaction in which Assignee is acting and has acted solely as a principal and for its own interest, and Assignee has not made recommendations to Lessee with respect to the transaction relating to the Agreement.

[The remainder of this page left blank intentionally.]

Please acknowledge your receipt of this notice and your agreement to make payments due under the Agreement to Assignee by the signature of a duly authorized officer in the space provided on the enclosed counterpart of this letter and return it to us at the address set forth below.

Sincerely,

MUNICIPAL ASSET MANAGEMENT, INC., LESSOR

By: 
Name: Paul E. Gattis
Title: President
Address: 25288 Foothills Drive North
Golden, CO 80401

ACKNOWLEDGED AND AGREED TO:
CITY OF LONG BEACH, CALIFORNIA, LESSEE

By: _____
Name: _____
Title: _____

Please acknowledge your receipt of this notice and your agreement to make payments due under the Agreement to Assignee by the signature of a duly authorized officer in the space provided on the enclosed counterpart of this letter and return it to us at the address set forth below.

Sincerely,
MUNICIPAL ASSET MANAGEMENT, INC., LESSOR

By: _____
Name: _____
Title: _____
Address: 25288 Foothills Drive North
Golden, CO 80401

ACKNOWLEDGED AND AGREED TO:
CITY OF LONG BEACH, CALIFORNIA, LESSEE

By: *Jul Marden* Assistant City Manager
Name: *Patrick H. West* EXECUTED PURSUANT
Title: *City Manager* TO SECTION 301 OF
THE CITY CHARTER.

APPROVED AS TO FORM
September 25, 20*14*
CHARLES PARKIN, City Attorney
By: *[Signature]*
KENDRA L. CARNEO
DEPUTY CITY ATTORNEY

7

ASSIGNMENT

This Assignment, dated September 30, 2014, is hereby given by MUNICIPAL ASSET MANAGEMENT, INC. ("Assignor") to CAPITAL ONE PUBLIC FUNDING, LLC ("Assignee"), whose mailing address is 275 Broadhollow Road, 4th Floor, Melville, NY 11747.

RECITALS:

1. Assignor has entered into that certain MASTER TAX-EXEMPT LEASE/PURCHASE AGREEMENT and PROPERTY SCHEDULE NO. 01 thereto dated as of September 30, 2014 (together, (the "Agreement"), with CITY OF LONG BEACH, CALIFORNIA ("Lessee"), pursuant to which the equipment more particularly described therein (the "Equipment") is being leased with an option to purchase to Lessee under the terms stated in the Agreement.

2. Assignor desires to sell, assign and transfer to Assignee all of Assignor's right, title and interest in, to and under the Agreement and the Equipment upon the terms and conditions stated below.

NOW, THEREFORE, in consideration of the premises, the covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor hereby sells, transfers, delivers and assigns to Assignee, its successors and assigns, without recourse (except as otherwise set forth herein), all of its right, title and interest in, to and under the Agreement, together with all amendments, agreements, documents and writings relating thereto, and the Equipment.

Assignor is not assigning any of its obligations to Lessee under the foregoing to Assignee and Assignee shall not be deemed to have assumed any of those obligations by virtue of this Assignment. Assignor irrevocably constitutes and appoints Assignee and any present or future officer or agent of Assignee, or the successors or assigns of Assignee, as its lawful attorney with full power of substitution and re-substitution, and in the name of Assignor or otherwise, to collect and to sue in any court for payments due or to become due under the Agreement, or any part thereof, or for any payments related to the Agreement due or to become due thereunder, or any part thereof, to withdraw or settle any claims, suits or proceedings pertaining to or arising out of the Agreement upon such terms as Assignee in its discretion may deem to be in its best interest, all without notice to or assent of Assignor, and, further, to take possession and to endorse in the name of Assignor any instrument for the payment of money received on account of the payments due under the Agreement.

Assignor has authorized and directed Lessee, in writing, to pay to Assignee, its successors and assigns, all payments due or to become due under the Agreement from and after the date of this Assignment by forwarding such payments to the address set forth above, a copy of which authorization and direction, acknowledged by Lessee, has been furnished to Assignee.

Assignor hereby represents, warrants and covenants to and with Assignee that:

(a) The Agreement and the Equipment are free and clear of all claims, liens, security interests, encumbrances of any kind or character except the rights of Lessee under the Agreement and except as contemplated in the Agreement. Lessee has asserted no claims or defenses against Assignor relating to the Agreement or the Equipment. The Agreement and the Equipment are and shall remain free of all claims (including any defenses or offset rights claimed by Lessee), liens, security interests and encumbrances arising through any act or omission of Assignor.

(b) Assignor has complied with and performed all obligations of Lessor under the Agreement and all related documents and instruments.

(c) The Agreement delivered to Assignee herewith is an original and constitutes the entire writing, obligation and agreement between Assignor and the Lessee respecting the Equipment and the lease thereof and the payment therefor by Lessee.

Assignor will indemnify, defend and hold Assignee harmless from and against all claims (including any defenses or offset rights claimed by Lessee), losses, costs and expenses arising from or growing out of a misrepresentation by Assignor in this Assignment or the failure of Assignor to keep or perform any of its covenants or agreements contained in this Assignment.

Assignor from time to time, at the request of the Assignee, shall execute and deliver such further acknowledgments, agreements and instruments of assignment, transfer and assurance, including bills of sale for the Equipment, and do all such further acts and things as may be necessary or appropriate in the reasonable opinion of Assignee to give effect to the provisions hereof and to more perfectly confirm the rights, titles and interests hereby assigned and transferred to Assignee.

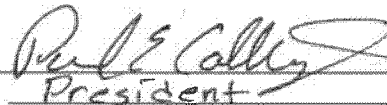
This Assignment (including without limitation all representations, warranties and covenants) shall be binding on Assignor and its successors and assigns, and will inure to the benefit of Assignee and its successors and assigns (including without limitation any subsequent assignees of any right, title or interest assigned hereby).

This Assignment will be governed by the laws of the State of New York.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

MUNICIPAL ASSET MANAGEMENT, INC.

By



Title:

President

Address: 25288 Foothills Drive North
Golden, CO 80401

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PURCHASER CERTIFICATE

I, Catherine DeLuca, Vice President of Capital One Public Funding, LLC, Melville, New York ("COPF"), do hereby certify as follows with regard to the Master Tax-Exempt Lease/Purchase Agreement and Property Schedule No. 01 thereto, each dated as of September 30, 2014, in the principal amount of \$1,012,014.70 (the "Loan Obligation"), entered into between COPF, as assignee of Municipal Asset Management, Inc., the initial lessor, and the City of Long Beach, California, as lessee (the "Borrower"):

1. COPF has full power and authority to carry on its business as now conducted, deliver this Certificate and make the representations and certifications contained herein.

2. COPF is a lender that regularly extends credit by purchasing loans in the form of state and local government obligations such as the Loan Obligation; has knowledge and experience in financial and business matters that make it capable of evaluating the Borrower, the Loan Obligation and the risks associated with the purchase of the Loan Obligation; has the ability to bear the economic risk of extending the credit evidenced by the Loan Obligation; and is a limited liability company engaged in the primary business of extending credit and making loans to state and local governments and non-profit entities and has total assets in excess of \$1 billion. COPF is not acting as a broker, dealer, municipal securities underwriter, municipal advisor or fiduciary in connection with its purchase of the Loan Obligation.

3. COPF has conducted its own investigation of the financial condition of the Borrower, the purpose for which the Loan Obligation is being executed and delivered and of the security for the payment of the principal of and interest on the Loan Obligation, and has obtained such information regarding the Loan Obligation and the Borrower and its operations, financial condition and financial prospects as COPF deems necessary to make an informed investment decision with respect to the purchase of the Loan Obligation.

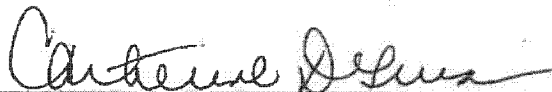
4. COPF is purchasing the Loan Obligation as a vehicle for making a commercial loan for its own loan account and without any present intention of distributing or selling any interest therein or portion thereof, provided that COPF retains the right at any time to dispose of the Loan Obligation or any interest therein or portion thereof, but agrees that any such sale, transfer or distribution by COPF shall be made in accordance with applicable law and the provisions of the Loan Obligation and related documents to an affiliate of COPF, or one or more banks, insurance companies or similar financial institutions that execute a purchaser letter substantially in the form of this letter.

5. COPF acknowledges that the Loan Obligation (a) has not been registered under the Securities Act of 1933, as amended, and has not been registered or otherwise qualified for sale under the securities laws of any state, (b) will not be listed on any securities exchange and (c) there is no established market for the Loan Obligation and that none is likely to develop. COPF understands and acknowledges that (i) its purchase of the Loan Obligation is not intended to be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended and (ii) in connection with its purchase of the Loan Obligation, the Borrower has not prepared or caused to be prepared, any official statement, private placement memorandum or other offering document.

6. COPF is acting solely for its own loan account and not as a fiduciary for the Borrower or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor or fiduciary. It has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the Borrower (including to any financial advisor or any placement agent engaged by the Borrower) with respect to the structuring, issuance, sale or delivery of the Loan Obligation. COPF has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Borrower with respect to the transactions relating to the structuring, issuance, sale or delivery of the Loan Obligation and the discussions, undertakings and procedures leading thereto. Each of the Borrower, its financial advisor and its placement agent has sought and shall seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) with respect to the Loan Obligation from its own financial, legal, tax and other advisors (and not from the undersigned or its affiliates) to the extent that the Borrower, its financial advisor or its placement agent desires, should or needs to obtain such advice. The undersigned expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the Borrower's financial advisor or placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the Borrower's financial advisor or placement agent, with respect to any such matters. The transactions between the Borrower and COPF are arm's length, commercial transactions in which COPF is acting and has acted solely as a principal and for its own interest and COPF has not made recommendations to the Borrower with respect to the transactions relating to the Loan Obligation.

DATED this 30th day of September, 2014.

CAPITAL ONE PUBLIC FUNDING, LLC

By: 

Name: Catherine DeLuca

Title: Vice President



September 16, 2014

City of Long Beach, California
333 W. Ocean Boulevard
Long Beach, California 90802

Re: Master Tax-Exempt Lease/Purchase Agreement and Property Schedule No. 01 thereto, each dated as of September 19, 2014, between the City of Long Beach, California, as lessee, and Municipal Asset Management, Inc., as lessor

Ladies and Gentlemen:

Thank you for selecting Capital One Public Funding, LLC ("COPF") as your financing source. We are delivering this letter to describe our role in the above-referenced financing (the "Loan") and to assist with documenting certain aspects of the transaction.

COPF is not undertaking to act as a municipal advisor to you or any other person within the meaning of Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the Securities and Exchange Commission (Rule 15Ba1-1 et seq.). We have no fiduciary duty to you or to any other person and intend only to enter into an arms-length transaction involving extending credit to you through the direct funding of the Loan.

All direct or indirect communications you have or will receive from us regarding this transaction consist solely of general information or the terms under which COPF may be willing to fund the Loan for COPF's own account. COPF is not recommending that you take an action with respect to this information, and you should discuss this information with such financial, tax, legal and other advisors as you deem appropriate.

We have attached to this letter the form of Purchaser Certificate, which further describes our role in this transaction. We intend to execute and deliver the Purchaser Certificate at closing for inclusion in the Loan transcript documentation.

Thank you again for doing business with us. We look forward to working with you.

Sincerely,

CAPITAL ONE PUBLIC FUNDING, LLC

Attachment 1

PURCHASER CERTIFICATE

I, _____, _____, of Capital One Public Funding, LLC, Melville, New York ("COPF") do hereby certify as follows with regard to the Master Tax-Exempt Lease/Purchase Agreement and Property Schedule No. 01 thereto, each dated as of September 19, 2014, in the principal amount of \$1,012,014.70 (the "Loan Obligation"), entered into between COPF, as assignee of Municipal Asset Management, Inc., the initial lessor, and the City of Long Beach, California, as lessee (the "Borrower"):

1. COPF has full power and authority to carry on its business as now conducted, deliver this Certificate and make the representations and certifications contained herein.

2. COPF is a lender that regularly extends credit by purchasing loans in the form of state and local government obligations such as the Loan Obligation; has knowledge and experience in financial and business matters that make it capable of evaluating the Borrower, the Loan Obligation and the risks associated with the purchase of the Loan Obligation; has the ability to bear the economic risk of extending the credit evidenced by the Loan Obligation; and is a limited liability company engaged in the primary business of extending credit and making loans to state and local governments and non-profit entities and has total assets in excess of \$1 billion. COPF is not acting as a broker, dealer, municipal securities underwriter, municipal advisor or fiduciary in connection with its purchase of the Loan Obligation.

3. COPF has conducted its own investigation of the financial condition of the Borrower, the purpose for which the Loan Obligation is being executed and delivered and of the security for the payment of the principal of and interest on the Loan Obligation, and has obtained such information regarding the Loan Obligation and the Borrower and its operations, financial condition and financial prospects as COPF deems necessary to make an informed investment decision with respect to the purchase of the Loan Obligation.

4. COPF is purchasing the Loan Obligation as a vehicle for making a commercial loan for its own loan account and without any present intention of distributing or selling any interest therein or portion thereof, provided that COPF retains the right at any time to dispose of the Loan Obligation or any interest therein or portion thereof, but agrees that any such sale, transfer or distribution by COPF shall be made in accordance with applicable law and the provisions of the Loan Obligation and related documents to an affiliate of COPF, or one or more banks, insurance companies or similar financial institutions that execute a purchaser letter substantially in the form of this letter.

5. COPF acknowledges that the Loan Obligation (a) has not been registered under the Securities Act of 1933, as amended, and has not been registered or otherwise qualified for sale under the securities laws of any state, (b) will not be listed on any securities exchange and (c) there is no established market for the Loan Obligation and that none is likely to develop. COPF understands and acknowledges that (i) its purchase of the Loan Obligation is not intended to be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended and (ii) in connection with its purchase of the Loan Obligation, the

Borrower has not prepared or caused to be prepared, any official statement, private placement memorandum or other offering document.

6. COPF is acting solely for its own loan account and not as a fiduciary for the Borrower or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor or fiduciary. It has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the Borrower (including to any financial advisor or any placement agent engaged by the Borrower) with respect to the structuring, issuance, sale or delivery of the Loan Obligation. COPF has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Borrower with respect to the transactions relating to the structuring, issuance, sale or delivery of the Loan Obligation and the discussions, undertakings and procedures leading thereto. Each of the Borrower, its financial advisor and its placement agent has sought and shall seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) with respect to the Loan Obligation from its own financial, legal, tax and other advisors (and not from the undersigned or its affiliates) to the extent that the Borrower, its financial advisor or its placement agent desires, should or needs to obtain such advice. The undersigned expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the Borrower's financial advisor or placement agent, or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the Borrower's financial advisor or placement agent, with respect to any such matters. The transactions between the Borrower and COPF are arm's length, commercial transactions in which COPF is acting and has acted solely as a principal and for its own interest and COPF has not made recommendations to the Borrower with respect to the transactions relating to the Loan Obligation.

DATED this ___ day of September, 2014.

CAPITAL ONE PUBLIC FUNDING, LLC

By: _____

Name: _____

Title: _____

Jackson, Janelle (G&B)

From: jtiemeyer@mamgt.com
Sent: Thursday, September 25, 2014 11:33 AM
To: Jackson, Janelle (G&B)
Subject: FW: Lease Documentation for Lease Purchase of TASERS (Long Beach)
Attachments: Notice of Assignment 092414.pdf; W-9.pdf; Purchasers Certificate 092414.pdf

Jamie M Tiemeyer
Municipal Asset Management, Inc.
P: 303-273-9496
F: 303-273-9505

From: jtiemeyer@mamgt.com
Sent: Thursday, September 25, 2014 11:32 AM
To: pecollings@mamgt.com
Cc: 'JACKSON@GilmoreBell.com'
Subject: FW: Lease Documentation for Lease Purchase of TASERS (Long Beach)

FYI

Jamie M Tiemeyer
Municipal Asset Management, Inc.
P: 303-273-9496
F: 303-273-9505

From: John Keisler [<mailto:John.Keisler@longbeach.gov>]
Sent: Wednesday, September 24, 2014 5:39 PM
To: jtiemeyer@mamgt.com
Subject: RE: Lease Documentation for Lease Purchase of TASERS

Got it. The documents are submitted for City Attorney approval. We hope to have fully executed by the end of the week.

John Keisler
Chief Financial Officer
Long Beach Police Department
Office: (562) 570-7447
John.Keisler@longbeach.gov

"What you need. When you need it."

From: jtiemeyer@mamgt.com [<mailto:jtiemeyer@mamgt.com>]
Sent: Wednesday, September 24, 2014 3:24 PM
To: John Keisler
Subject: Lease Documentation for Lease Purchase of TASERS

Hi John,

Per your recent conversations with Paul Collings regarding your Lease Purchase of your new TASERS, please find the attached Notice of Assignment, W-9 and Purchasers Certificate to be signed and included with the Lease Purchase Agreement. Please sign the Notice of Assignment and complete and sign the W-9. Please note the Purchasers Certificate is for your reference and does not require your signature.

Please do not hesitate to call or e-mail me with any questions regarding the attached documents or the Lease Purchase Agreement.

Thanks!

Jamie M Tiemeyer
Municipal Asset Management, Inc.
P: 303-273-9496
F: 303-273-9505

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Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) CITY OF LONG BEACH	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Other (see instructions) ▶ GOVERNMENT	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) 333 W. OCEAN BOULEVARD City, state, and ZIP code LONG BEACH, CA 90802 List account number(s) here (optional) _____	
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number											
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> <td style="border: 1px solid black; width: 20px; height: 20px;"></td> </tr> </table>											

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶

Date ▶ 2-14-14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

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CALIFORNIA DEBT AND INVESTMENT ADVISORY COMMISSION

915 CAPITOL MALL ROOM 400
PO BOX 942809
SACRAMENTO, CA 94209-0001
TELEPHONE: (916) 653-3269
FAX: (916) 654-7440

October 31, 2014

TO: Janelle K Jackson
Gilmore & Bell
2405 Grand Blvd Ste 1100
Kansas City, MO 64108

FROM: *(Handwritten signature)* Mark Campbell, Executive Director

RE: RECEIPT OF NOTICE OF A PUBLIC DEBT ISSUE ON/AFTER THE SALE DATE

California Government Code Section 8855 requires that written notice be filed with the California Debt and Investment Advisory Commission (CDIAC) no later than 30 days prior to the proposed sale date. The following notice was received late.

CDIAC Nbr: 2014-1817
Issuer: Long Beach
Project: Property Schedule No 01
Proposed Amount: \$1,012,015
Proposed Sale Date: September 30, 2014
Date Notice Received: October 30, 2014

Issuers may electronically file the Report of Final Sale through CDIAC's website, using the following information:

CDIAC Number: [REDACTED]
Password: [REDACTED]

A CDIAC Number and Password will be provided for each electronic filing of the Report of Proposed Debt Issuance. This information is unique to this filing and must be used for any subsequent reporting under this CDIAC Number.

Please submit the Report of Final Sale and the Official Statement/Offering Memorandum or other Bond Documents in accordance with Government Code Section 8855 on this issue within 45 days of the signing of the bond purchase contract or the acceptance of a bid to purchase the debt, to www.treasurer.ca.gov/cdiac/reporting.asp under the heading "Reporting Forms". Official Statements/Offering Memorandums or other Bond Documents can be sent by e-mail to CDIAC_issuance@treasurer.ca.gov.

Any questions regarding reporting requirements may be directed to CDIAC's Data Unit at (916) 653-3269.

Cc: Daniel Thurber
Cash/ Investment Manager

REPORT OF PROPOSED DEBT ISSUANCE

California Debt and Investment Advisory Commission
915 Capitol Mall, Room 400, Sacramento, CA 95814
P.O. Box 942809, Sacramento, CA 94209-0001
Tel.: (916) 653-3269 Fax: (916) 654-7440

CDIAC #: [REDACTED]
10/30/2014 13:43:54

**INTERNET
SUBMISSION**

Completion and timely submittal of this form to the California Debt and Investment Advisory Commission (CDIAC) at the above address will assure your compliance with existing California State law and will assist in the maintenance of a complete database of public debt in California. Thank you for your cooperation.

Issuer: City of Long Beach, California
(If pool bond, list participants)

Issue Name: Property Schedule No. 01 to Master Tax-Exempt Equipment Lease Purchase Agreement

Please specify type/name of project: _____

Proposed Sale Date: 09/30/2014 Principal to be Sold: \$1,012,014.70

Is Any Portion of the Debt for Refunding?²
 No Yes, proposed amount for refunding: \$0.00

Will a validation action be pursued? No

Issuer Contact:
First Name: Daniel Middle Name: _____ Last Name: Thurber
Title: Cash/Investment Manager E-mail: daniel.thurber@longbeach.gov
Address: 333 W. Ocean Blvd. Address cont.: 6th Floor
Address cont.: _____ Address cont.: _____
City: Long Beach State: CA Zip Code: 90802
Phone: (562) 570-6169 Ext: _____ Issuer Located in County: Los Angeles

Filing Contact:
Name of individual representing Lead Underwriter who completed this form and may be contacted for information:
First Name: Janelle Middle Name: _____ Last Name: Jackson
Firm/Agency: Gilmore & Bell, P.C. (Counsel to Lessor/Purchaser)
Address: 2405 Grand Blvd., Suite 1100 Address cont.: _____
Address cont.: _____ Address cont.: _____
City: Kansas City State: MO Zip Code: 64108
Phone: (816) 218-7541 Ext: _____ Email: jjackson@gilmorebell.com
Send acknowledgement to: Janelle Jackson Email: jjackson@gilmorebell.com

Financing Participants:
Bond Counsel: _____
Borrower Counsel (Loan): _____
Financial Advisor: _____
Underwriter/Purchaser: Capital One Public Funding, LLC (Purchaser)

Is the interest on the debt taxable?
Under State Law: No (tax-exempt) Yes (taxable)
Under Federal Law: No (tax-exempt) Yes (taxable)
If the issue is federally tax-exempt, is interest a specific preference item for the purpose of alternative minimum tax?
 Yes, preference item No, not a preference item
Type of Sale: Competitive Negotiated
Is This Financing A Private Placement? Yes No

¹ Section 8855(h) of the California Government Code requires the issuer of any proposed new public debt issue to give written notice of the proposed sale to the CDIAC no later than 30 days prior to the sale. Under California Government Code Section 8855(i), The issuer of any new public debt issue shall, not later than 45 days after the signing of the bond purchase contract in a negotiated or private financing, or after the acceptance of a bid in a competitive offering, submit a report of final sale and official statement to the Commission. The Commission may require information to be submitted in the report of final sale that is considered appropriate.
² Section 53583(c)(2)(B) of the California Government Code requires that any local agency selling refunding bonds at private sale or on a negotiated basis shall send a written statement, within two weeks after the bonds are sold, to the CDIAC explaining the reasons why the local agency determined to sell the bonds at private sale or on a negotiated basis instead of at public sale.

SCANNED

REPORT OF PROPOSED DEBT ISSUANCE

CDIAC #: [REDACTED]

Type of Debt Instrument

Note:

- Bond anticipation (BAN)
- Grant obligation (GAN)
- Loan from bank/other institution (LOAN)
- Other note (Please specify below) (OTHN)
- Revenue anticipation (RAN)
- Tax allocation (TALN)
- Tax and revenue anticipation (TRAN)
- Tax anticipation (TAN)
- Commercial paper (CP)
- Certificates of participation/leases (COPL)
- Other (Please specify below) (OTH)

Bond:

- Conduit revenue (Private Obligor) (CRB)
- General obligation (GOB)
- Limited tax obligation (LTOB)
- Other bond (Please specify below) (OTHB)
- Pension Obligation(POB)
- Public lease revenue (PLRB)
- Rate Reduction (GC 6588.7) (RRB)
- Revenue (Pool) (RB)
- Revenue (Public enterprise) (PERB)
- Sales tax revenue (STRB)
- Special assessment (SAB)
- Tax allocation (TAB)

Please specify if "Other note/Other bond/Other" was checked: Equipment Lease Purchase Agreement

Source(s) of Repayment

- | | |
|---|---|
| <input type="checkbox"/> Bond proceeds (BDPR) | <input type="checkbox"/> Property tax revenues (PRTX) |
| <input checked="" type="checkbox"/> General fund of issuing jurisdiction (GNFD) | <input type="checkbox"/> Public enterprise revenues (PER) |
| <input type="checkbox"/> Grants (GRNT) | <input type="checkbox"/> Sales tax revenues (SATR) |
| <input type="checkbox"/> Intergovernmental transfers other than grants (ITGV) | <input type="checkbox"/> Special assessments (SA) |
| <input type="checkbox"/> Local obligations (LOB) | <input type="checkbox"/> Special tax revenues (SPTR) |
| <input type="checkbox"/> Private obligor payments (POP) | <input type="checkbox"/> Tax increment (TI) |
| Other (Please specify) (OTHS): | <input type="checkbox"/> Utility Project Charges (UPC) |

Purpose(s) of Financing

- | | |
|---|--|
| <input type="checkbox"/> Cash flow, interim financing (CFIF) | <input type="checkbox"/> Airport (APRT) |
| <input type="checkbox"/> Project, interim financing (PIF) | <input type="checkbox"/> Bridges and highways (BRHI) |
| <input type="checkbox"/> College/university housing (CUH) | <input type="checkbox"/> Convention center (CCTR) |
| <input type="checkbox"/> Multifamily housing (MFH) | <input checked="" type="checkbox"/> Equipment (EQU) |
| <input type="checkbox"/> Other Housing (OTHH) | <input type="checkbox"/> Flood control/storm drainage (FLDS) |
| <input type="checkbox"/> Single-family housing (SFH) | <input type="checkbox"/> Multiple capital improvements and public works (MCAP) |
| <input type="checkbox"/> Health care facilities (HCF) | <input type="checkbox"/> Other capital improvements and public works (OCAP) |
| <input type="checkbox"/> Hospital (HOSP) | <input type="checkbox"/> Parking (PRKG) |
| <input type="checkbox"/> Medical Research/Institute (MRES) | <input type="checkbox"/> Parks/open space (PRKO) |
| <input type="checkbox"/> Other/multiple health care purposes (equipment, etc.) (OMHC) | <input type="checkbox"/> Ports and marinas (PRTS) |
| <input type="checkbox"/> College/university facility (CUP) | <input type="checkbox"/> Power generation/transmission (PWR) |
| <input type="checkbox"/> K-12 school facility (KSCH) | <input type="checkbox"/> Prisons/jails/correctional facilities (PRSN) |
| <input type="checkbox"/> Other/multiple education uses (equipment, etc.) (OMED) | <input type="checkbox"/> Public building (PB) |
| <input type="checkbox"/> Student loans (SLC) | <input type="checkbox"/> Public transit (PTR) |
| <input type="checkbox"/> Redevelopment, multiple uses (RD) | <input type="checkbox"/> Recreation and sports facilities (RCSP) |
| <input type="checkbox"/> Commercial development (CMDV) | <input type="checkbox"/> Seismic safety improvements/repair (SSI) |
| <input type="checkbox"/> Industrial development (INDV) | <input type="checkbox"/> Solid waste recovery facilities (SWST) |
| <input type="checkbox"/> Pollution control (PC) | <input type="checkbox"/> Street construction and improvements (SCI) |
| | <input type="checkbox"/> Theatre/Arts/Museums (THAM) |
| | <input type="checkbox"/> Wastewater collection and treatment (WSTW) |
| | <input type="checkbox"/> Water supply/storage/distribution (WTR) |
| | <input type="checkbox"/> Commercial Energy Conservation/Improvement (CECI) |
| | <input type="checkbox"/> Human Resources (HR) |
| | <input type="checkbox"/> Insurance/pension funds (IPF) |
| | <input type="checkbox"/> Other than listed above (OTH) |
| | <input type="checkbox"/> Residential Energy Conservation/Improvement (RECI) |

Please specify type/name of project if different from above: _____

Jackson, Janelle (G&B)

From: O'NEIL, Tanya <Tanya.O'NEIL@treasurer.ca.gov>
Sent: Tuesday, November 25, 2014 5:13 PM
To: Jackson, Janelle (G&B)
Subject: Acknowledgement of Report of Final Sale

The California Debt and Investment Advisory Commission acknowledges receipt of the following report of final sale:

CDIAC Nbr: [REDACTED]
Issuer: Long Beach
Project: Property Schedule No 01
Principal Amount: \$1012015.00
Actual Sale Date: 09/30/2014
Date Notice Received: 11/25/2014

REPORT OF FINAL SALE

California Debt and Investment Advisory Commission
915 Capitol Mall, Room 400, Sacramento, CA 95814
P.O. Box 942809, Sacramento, CA 94209-0001
Tel.: (916) 653-3269 FAX: (916) 654-7440

CDIAC #: [REDACTED]

Under California Government Code Section 8855(j), "The issuer of any new public debt issue shall, not later than 45 days after the signing of the bond purchase contract in a negotiated or private financing, or after the acceptance of a bid in a competitive offering, submit a report of final sale and official statement (or alternate bond documents) to the Commission. The Commission may require information to be submitted in the report of final sale that it considers appropriate."

ISSUER NAME: Long Beach

(If pool bond, list participants)

ISSUE NAME: 2014 Master Lease Purchase Agreement

STATUTE ISSUANCE IS AUTHORIZED UNDER? _____

ACTUAL SALE DATE: 09/30/2014 PRINCIPAL SOLD: \$ 1012015
(Date Purchase Agreement Signed/Bid Acceptance)

DATED DATE: 09/30/2014

IS ANY PORTION OF THE DEBT FOR REFUNDING?¹

No Yes, refunding amount (including costs) \$ 0

ISSUER CONTACT:

Name: Daniel Thurber Title: Cash/ Investment Manager

Address: _____ City, State, Zip: Long Beach CA 90802

Phone: 562 5706169 ISSUER LOCATED IN Los Angeles COUNTY

E-Mail: daniel.thurber@longbeach.gov

FILING CONTACT: Name of individual (representing: Bond Counsel, Borrower Counsel (Loan), Issuer, Financial Advisor, or Lead Underwriter) who completed this form and may be contacted for information:

Name: Janelle K Jackson Firm/Agency: Gilmore & Bell

Address: 2405 Grand Blvd City, State, Zip: Kansas City MO 64108

Phone: 816 2187541 E-Mail: jjackson@gilmorebell.com

Send acknowledgement/copies to: Janelle Jackson E-Mail: jjackson@gilmorebell.com

TYPE OF SALE: Negotiated Competitive IS THIS FINANCING A PRIVATE PLACEMENT? No Yes

NAME OF INDIVIDUAL TO WHOM AN INVOICE FOR THE CDIAC ISSUE FEE SHOULD BE SENT:²

Name: Daniel Thurber Firm: Long Beach

Address: 333 W Ocean Blvd City, State, Zip: Long Beach CA 90802

Phone: 562 5706169 E-Mail: daniel.thurber@longbeach.gov

¹ Section 53583(c)(2)(B) of the California Government Code requires that any local agency selling refunding bonds at private sale or on a negotiated basis shall send a written statement, within two weeks after the bonds are sold, to the CDIAC explaining the reasons why the local agency determined to sell the bonds at a private sale or on a negotiated basis instead of at public sale.

² This fee is authorized by Section 8856 of the California Government Code and is charged to the lead underwriter or purchaser of the issue. The fee is administratively set by the Commission. The current fee schedule may be obtained from CDIAC.

FINANCING PARTICIPANTS (Firm name)

OFFICE LOCATION (City/State)

FINANCIAL ADVISOR:

LEAD UNDERWRITER/PURCHASER: Capital One Public

BORROWER COUNSEL (LOAN):

BOND COUNSEL:

CO-BOND COUNSEL:

TRUSTEE/PAYING AGENT:

PLACEMENT AGENT: Municipal Asset Management

MATURITY SCHEDULE

Attached In Included in Official Statement

MATURITY STRUCTURE

Serial (S) Term (T)

Serial and term bonds (B)

FINAL MATURITY DATE: 09/30/2019

FIRST OPTIONAL CALL DATE: 09/30/2014

SENIOR/SUBORDINATE STRUCTURE Yes No

OFFICIAL STATEMENT/OFFERING MEMORANDUM:

Enclosed None prepared

WAS THE ISSUE INSURED OR GUARANTEED?

No

Bond Insurance (I)

Letter of Credit (L)

State Intercept Program (T)

Other (O)

GUARANTOR:

ENHANCEMENT EXPIRATION DATE:

INDICATE CREDIT RATING:

(For example, "AAA" or "Aaa")

Not Rated

Rated

Standard & Poor's:

Fitch:

Moody's:

Other:

REASON FOR NEGOTIATED REFUNDINGS

If the issue is a negotiated refunding, indicate the reason(s) why the bonds were issued at a private or negotiated versus a competitive sale.

(1) Timing of the sale provided more flexibility than a public sale

(2) More cost savings were expected to be realized than a public sale

(3) More flexibility in debt structure was available than a public sale

(4) Issuer able to work with participants familiar with issue/r than a public sale

(5) All of the above

(6) Other (please specify)

IS THE INTEREST ON THE DEBT TAXABLE?

Under State Law: Yes (taxable) No (tax-exempt)

Under Federal Law: Yes (taxable) No (tax-exempt)

If the issue is federally tax-exempt, is interest a specific preference item for the purpose of alternative minimum tax? Yes No

INTEREST TYPE:

NIC - Int. Cost: 1.937 %

TIC - Int. Cost: 0 %

Variable Other (Index/Rate)

CAPITAL APPRECIATION BOND: Yes No

RATE REDUCTION SAVINGS: 0

(In accordance with Government Code Section 6588.7)

ISSUANCE COSTS AND FEES:

A) Management Fee \$ 0

B) Total Takedown \$ 0

C) Underwriter Expenses \$ 0

Underwriter Spread or Discount \$ 0

D) Bond Counsel \$ 0

E) Borrower Counsel (Loan) \$ 0

F) Co-Bond Counsel \$ 0

G) Disclosure Counsel \$ 0

H) Financial Advisor \$ 0

I) Rating Agency \$ 0

J) Credit Enhancement \$ 0

K) Trustee Fee \$ 0

L) Placement Agent \$ 5120.15

M) Other Expenses \$ 0

Total Issuance Costs \$ 5120.15

ORIGINAL ISSUE PREMIUM \$

ORIGINAL ISSUE DISCOUNT \$ 0

NET ORIGINAL ISSUE DISCOUNT/PREMIUM \$ 0