



BOARD OF DIRECTORS

Raynette Gregory, President Anthony Kalvans, Vice-President
Ward Roney, Director Hector Palafox, Director Crystal Lara, Director

SPECIAL MEETING AGENDA

6:30 P.M. Opened Session
SMCSD Boardroom 04-21-2022

please note the following changes to the District's ordinary meeting procedures:

- The District offices are not opened to the public at this time, please call 805-467-3388
- The Meeting will be conducted with social distancing observed.
- All members of the public seeking to observe and comment to the local legislative body may do so in person or telephonically/email in the manner described below.

HOW TO SUBMIT PUBLIC COMMENT IF NOT ATTENDING MEETING:

Written / Read Aloud: Please email your comments to tamara.parent@sanmiguelcsd.org (Board Clerk), write "Public Comment" in the subject line. In the body of the email, include the agenda item number and title, as well as your comments. If you would like your comment to be read aloud at the meeting (keep to three minutes) prominently write "Read Aloud at Meeting" at the top of your email. All comments received before 4:00 PM the day of the meeting will be included as agenda supplement on the District's website under relevant meeting date and will be provided to the Board of Directors.

Voice Mail: Leave a message on the District phone line at 805-467-3388 after 4:30pm before 4:30pm District Staff will take down message. Voice "Public Comment" at beginning of message and include agenda item number and title. All comments received before 4:00 PM the day of the meeting will be included as agenda supplement on the District's website under relevant meeting date and will be provided to the Board of Directors.

PUBLIC RECORD

Public records that relate to any item on the open session agenda for a meeting are available for public inspection. Those records that are distributed after the agenda posting deadline for the meeting are available for public inspection at the same time, they are distributed to all of the members of the Board. The documents may also be obtained by calling the District Board Clerk.

Please see: www.sanmiguelcsd.org

Cell Phones: As a courtesy to others, please silence your cell phone or pager during the meeting and engage in conversations outside the Boardroom.

Americans with Disabilities Act: If you need special assistance to participate in this meeting, please contact the CSD Clerk at (805) 467-3388. Notification 48 hours in advance will enable the CSD to make reasonable arrangements to ensure accessibility to this meeting. Assisted listening devices are available for the hearing impaired.

Public Comment: please see notice.

Please complete a "Request to Speak" form located at the podium in the boardroom in order to address the Board of Directors on any agenda item. Comments are limited to three minutes, unless you have registered your organization with CSD Clerk prior to the meeting. If you wish to speak on an item not on the agenda, you may do so under "Oral Communications." Any member of the public may address the Board of Directors on items on the Consent Calendar. Please complete a "Request to Speak" form as noted above and mark which item number you wish to address.

Meeting Schedule: Regular Board of Director meetings are generally held in the SMCSO Boardroom on the fourth Thursday of each month at 7:00 P.M. Agendas are also posted at: www.sanmiguelcsd.org

Agendas: Agenda packets are available for public inspection 72 hours prior to the scheduled meeting at the Counter/ San Miguel CSD office located at 1150 Mission St., San Miguel, during normal business hours. Any agenda-related writings or documents provided to a majority of the Board of Directors after distribution of the agenda packet are available for public inspection at the same time at the counter/ San Miguel CSD office at 1150 Mission St., San Miguel, during normal business hours.

- I. **Call to Order:** **6:30 PM**
- II. **Pledge of Allegiance:**
- III. **Roll Call:** *Gregory*___ *Kalvans*___ *Roney*___ *Palafox*___ *Lara*___
- IV. **Approval of Regular Meeting Agenda:**

M_____ S_____ V_____

V. **ADJOURN TO CLOSED SESSION:** None

VI. **Report out of Closed:** None

VII. Public Comment and Communications for items not on the Agenda:

Persons wishing to speak on a matter not on the agenda may be heard at this time; however, no action will be taken until placed on a future agenda. Speakers are limited to three minutes. Please complete a "Request to Speak" form and place in basket provided.

VIII. **Special Presentations/Public Hearings/Other:** None

IX. **Staff & Committee Reports – Receive & File:** None

X. **CONSENT CALENDAR:** None

XI. BOARD ACTION ITEMS:

- 1. Review and Approve Resolution 2022-21 authorizing the Interim General Manager/Fire Chief and/or Assistant Fire Chief to enter into a financing agreement with Holman Capital Corporation to purchase and install a Temporary Housing Unit for San Miguel Fire Department in an amount not to exceed \$274,378.95. (Young/Roberson)**

Recommendation: Approve Resolution 2022-21 authorizing the Interim General Manager/Fire Chief and or Assistant Fire Chief to enter into a Master Lease Payment Agreement with Holman Capital Corporation for an amount not to exceed \$274,378.95 (Young/Roberson)

Public Comments: (Hear public comments prior to Board Action) M____ S____ V____

- 2. Review and approve Resolution 2022-22 authorizing the Interim General Manager/Fire Chief and/or Assistant Fire Chief to contract for the purchase and installation of a modular housing structure for use as a Temporary Housing Unit for San Miguel Fire Department in an amount not to exceed \$274,378.95. (Young/Roberson)**

Recommendation: Approve Resolution 2022-22 authorizing the Interim General Manager/Fire Chief and/or Assistant Fire Chief to enter into purchasing agreements with Mobile Homes Systems and other selected vendors as required to complete the acquisition and installation of the Temporary Housing Unit for San Miguel Fire Department in an amount not to exceed \$274,378.95. (Young/Roberson)

Public Comments: (Hear public comments prior to Board Action) M____ S____ V____

XIII. BOARD COMMENT:

This section is intended as an opportunity for Board members to make brief announcements, request information from staff request future agenda item(s) and/or report on their own activities related to District business. No action is to be taken until an item is placed on a future agenda.

ADJOURNMENT TO NEXT REGULAR MEETING 04-28-2022

ATTEST:

STATE OF CALIFORNIA)
 COUNTY OF SAN LUIS OBISPO) ss.
 COMMUNITY OF SAN MIGUEL)

I, Rob Roberson, Interim General Manager/ Fire Chief of San Miguel Community Services District, hereby certify that I caused the posting of this agenda at the SMCS D office on April 20,2022

Date: April 20, 2022

Rob Roberson Rob Roberson, Fire Chief/Interim General Manager

Raynette Gregory, SMCS D Board President



San Miguel Community Services District Board of Directors Staff Report

April 21, 2022,

AGENDA ITEM: XI-1

SUBJECT: Fire Department Temporary Housing Unit Financing Agreement.

RECOMMENDATION: Approve by Resolution 2022-21 authorizing the Interim General Manager/Fire Chief and/or Assistant Fire Chief to enter into a financial agreement with Holman Capital Corporation to procure the required financing to purchase and install the proposed temporary Fire Department staffing housing unit including space for a Sheriff's beat station.

Background:

The San Miguel Fire Department currently shares space with the CSD Staff and is beyond workspace capacity. Additionally, the Fire Department currently lacks the ability to provide accommodations for Department Members to provide 24-hour District coverage when required. Assistant Fire Chief Scott Young has undertaken a project to obtain and provide a housing unit for District firefighters when on duty. The project will also include a beat station for San Luis Obispo County Sheriff's deputies to utilize within the temporary housing unit for breaks or for other incidental visits while on duty in the District. At this point, there is no plan for the housing unit to be used for the holding of any arrestees or evidence sized by deputies, even on a limited basis, nor will the housing unit contain any Sheriff's Department equipment, such as computers, firearms, or other weapons.

Requests for Proposal were issued by the District in November of 2021. No bids were received. Board consensus was given at the December 16, 2021 Special Board Meeting allowing the Assistant Fire Chief to procure pricing for the individual competent required to move forward with the project outside of the RFP process.

Follow-up:

Lance Holman, President & CEO of Holman Capital Corporation (HCC) expressed interest in providing the San Miguel Fire Department affordable financing options for projects outlined within the San Miguel Community Services District Master Plan Draft for items directly related to the San Miguel Fire Department.

Multiple virtual meetings were held with Staff and Mr. Holman reviewing potential financing options. However, Staff was not able to finalize the actual project cost until recently. This was due to irregular manufacturing cost increases, unpredictable fabrication timelines, ever-changing labor cost, and high demand for products due to overall shortages in the industry.

On March 30, 2022, Assistant Fire Chief Young was contacted by Manufactured Home Sales of California (MHS) in Paso Robles informing him that they were in possession of a unit that matched the original specified unit with minor changes. Costs were received for the structure including delivery and installation by MHS allowing Staff to compile a final project estimated cost which was utilized in the creation of the Financial Agreement with HCC (attached).

Upon discussion it was determined that a 10-year loan would be the appropriate financial solution for the proposed project. HCC was able to provide interest rate locks with a rate of 3.85% with a commencement date no later than April 26, 2022, and an interest rate locked at 4.20% with a commencement date after April 26, 2022, but prior to May 30, 2022. The lower 3.85% interest rate shall save the District \$5,897.70 over the duration of the financing.

PROJECT COST SUMMARY:

Furnish modular home:	\$214,110.58
Electrical service:	\$ 5,885.23
Utility connections	\$ 5,281.00
Interior furnishings	\$ 5,000.00
Site prep allowance	\$ 10,000.00
Permit fee allowance	\$ 8,000.00
Permit design documents	\$ 3,000.00
	Subtotal \$251,276.81

8% project contingency	\$ 20,102.14
	Project Total \$271,378.95

Master Financing Agreement	\$ 3,000.00
Interest over 10 years	\$ 61,384.15
	Finance Total \$335,363.10

STAFF RECOMMENDATION:

Allow the Interim General Manager/Fire Chief or the Assistant Fire Chief to proceed with the procurement of financing for the Temporary Housing Unit with HCC.

FISCAL IMPACT:

Beginning in April 2023, one annual payment of \$33,576.31 shall be due and payable and shall continue through 2032 or until the loan is paid off. The District can repay the loan early any time after the first five years with no prepayment penalty.

ATTACHMENTS:

Proposed Financial Agreement between District and Holman Capital Corporation.

PREPARED BY: Scott Young

APPROVED BY: Rob Roberson

RESOLUTION NO. 2022-21

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE INTERIM
GENERAL MANAGER/FIRE CHIEF AND/OR ASSISTANT FIRE CHIEF TO ENTER
INTO A FINANCIAL AGREEMENT WITH HOLMAN CAPITAL CORPORATION IN
THE AMOUNT OF \$335,763.10 FOR THE PROCUREMENT OF FINANCING TO
PURCHASE AND INSTALL THE FIRE DEPARTMENT TEMPORARY HOUSING
UNIT.**

WHEREAS, San Miguel Community Services District (“District”) has the responsibility of providing emergency services to the community of San Miguel; and

WHEREAS, providing housing for San Miguel Fire Department Staff as well as a location for the courtesy use by the San Luis Obispo County Sheriff’s Department will provide for a higher quality of emergency services throughout the community.

WHEREAS, The San Miguel Fire Station as currently configured lacks the facilities necessary to house overnight Fire Department Staff or pace for Sheriff’s Department Staff to take breaks or utilize other amenities; and

WHEREAS, The Board of Directors wishes to provide a superior level of emergency services by the Fire Department as well as San Luis Obispo County Sheriff’s Department staff convenience: and

WHEREAS, The Board of Directors authorizes the Interim General Manager/Fire Chief and/or the Assistant Fire Chief to enter into an agreement with Holman Capital Corporation to secure financing to purchase and install all required items necessary to complete the proposed Temporary Housing Unit; and

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, adopt this Resolution for purposes specified herein;

BE IT FURTHER RESOLVED, that the District Fiscal Year Budget Object Code Number 511 2021-2022 includes the annual payment amount of \$33,576.31.

On the motion of Director _____, seconded by Director _____ and on the following roll call vote, to wit:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 21ST day of April 2022.

Raynette Gregory, SMCSO Board President

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Rob Roberson, Interim General Manager

Douglas L. White, District General Counsel

INDEX TO LEGAL DOCUMENTS
BANK-QUALIFIED, APPROPRIATION-BASED, ESCROW FUNDED
TAX-EXEMPT MASTER LEASE PURCHASE AGREEMENT
DATED APRIL 26, 2022 BY AND BETWEEN
HOLMAN CAPITAL CORPORATION
And
SAN MIGUEL COMMUNITY SERVICES DISTRICT

Lease Documents:

- Tab 1: Master Lease Purchase Agreement;
- Tab 2: Exhibit A – Payment Schedule;
- Tab 3: Exhibit A-1 – Notice and Acknowledgment of Assignment;
- Tab 4: Exhibit B-1 – Insurance Coverage Request;
- Tab 5: Exhibit B-2 – Self-Insurance Rider (if applicable);
- Tab 6: Exhibit C – Essential Use Certificate;
- Tab 7: Exhibit D – Incumbency Certificate;
- Tab 8: Exhibit E – Opinion of Lessee’s Counsel;
- Tab 9: Exhibit F – Bank Qualified Certificate (omit if NBQ);
- Tab 10: Exhibit G – Post Issuance Tax Compliance Procedures;
- Tab 11: Exhibit H – Escrow Agreement;
- Tab 12: Exhibit I - Resolution of Lessee;
- Tab 13: Exhibit J - UCC-1 Financing Statement with attached Schedule A (to be filed by the Investor);
- Tab 14: Exhibit K - Form 8038-G;
- Tab 15: Exhibit L - Closing Memorandum/Payment Proceeds Direction; and

Assignment Documents (Lessor and Investor Only):

- Tab 16: Assignment Agreement with Schedule A thereto.



HOLMAN CAPITAL CORPORATION

MASTER LEASE PURCHASE AGREEMENT

1. **Agreement.** Subject to the terms and conditions contained in this Master Lease Purchase Agreement dated April 26, 2022 (this "Master Lease Agreement"), HOLMAN CAPITAL CORPORATION, as lessor ("Lessor"), whose mailing address is 25201 Paseo de Alicia, Suite 290, Laguna Hills, CA 92653, hereby purchases from and agrees to sell, transfer and lease back to the SAN MIGUEL COMMUNITY SERVICES DISTRICT as lessee ("Lessee"), whose mailing address is 1150 Mission Street, San Miguel, CA 93451, and Lessee hereby sells to and agrees to acquire, purchase and lease back from Lessor, the items of personal property (together with any replacement parts, additions, substitutions, repairs or accessories now or hereafter incorporated in or affixed to it, hereinafter referred to collectively as the "Equipment") described, particularly, in each Payment Schedule to be issued under this Master Lease Agreement in the form attached hereto as Exhibit A (the "Payment Schedule"). The Master Lease Agreement and each Payment Schedule issued hereunder shall constitute a separate "Lease."

2. **Term.** The term of each Lease under a Payment Schedule issued under this Master Lease Agreement (the "Lease Term") begins as of the Commencement Date stated in the applicable Payment Schedule and shall continue so long as any amounts remain unpaid under that Payment Schedule. Each Lease Term will terminate upon the first to occur of: (a) the exercise by Lessee of the option to purchase the Equipment pursuant to Paragraph 11 and the applicable Payment Schedule, (b) Lessor's election to terminate this Lease Agreement pursuant to Paragraph 17, (c) Lessee's option to terminate this Lease Agreement pursuant to Paragraph 4, and (d) the payment by Lessee of all sums required to be paid by Lessee under the applicable Payment Schedule.

3. **Escrow Agreements.** On the Commencement Date for an applicable Payment Schedule, Lessor and Lessee shall enter into an escrow agreement (an "Escrow Agreement") dated the respective Commencement Date, between Lessor, Lessee, and the escrow agent specified in the particular Escrow Agreement, relating to the escrow fund (an "Escrow Fund") created thereunder. On each Commencement Date, Lessor shall deposit the amount specified in the applicable Escrow Agreement into the Escrow Fund to be held in escrow and applied upon the express terms and conditions of the Escrow Agreement for the acquisition of the equipment which shall be disbursed as provided for in the Closing Memorandum and/or Escrow Agreement applicable to the particular Payment Schedule.

4. **Rental Payments.** Lessee agrees to pay the rental payments specified in the applicable Payment Schedule for the specified Lease Term in the amounts and on the dates identified in the Payment Schedule. Payment of all rental payments and other amounts payable shall be made to Lessor at its above-stated address or as it shall otherwise designate in writing. As set forth in the applicable Payment Schedule, a portion of each rental payment is paid as, and represents payment of, interest (as calculated based on a 360-day year consisting of 12 months of 30 days), and the balance of each rental payment is paid as, and represents payment of, principal.

Notwithstanding any provision to the contrary in this Master Lease Agreement, Lessee may terminate this Lease, or any individual Payment Schedule, at the end of any fiscal year of Lessee (a "Fiscal Year") if sufficient funds are not appropriated by Lessee's governing body to pay rental payments and other amounts due under the Lease or any individual Payment Schedule during the next succeeding Fiscal Year (an "Event of Nonappropriation"). Lessee hereby agrees to notify Lessor at least 30 days prior to the last day of its then current Fiscal Year of the occurrence of an Event of Nonappropriation or, if nonappropriation has not occurred by that date, promptly upon the occurrence of an Event of Nonappropriation.

Lessee covenants, represents and warrants that: (a) if a Payment Schedule is issued concurrently with this Master Lease Agreement, it has made sufficient appropriations or has other legally available funds to pay all rental payments due during the first Fiscal Year under that Payment Schedule; (b) the officer of Lessee responsible for budget preparation will do all things lawfully within his/her power to obtain appropriated funds for the payment of rental payments and other amounts required to be paid under any

Payment Schedule in the first Fiscal Year under that particular Payment Schedule and in each next succeeding Fiscal Year for the Lease Term; and (c) Lessee acknowledges that Lessor has relied upon these representations as an inducement to enter into this Master Lease Agreement. If an Event of Nonappropriation shall occur, Lessee agrees, at Lessee's sole cost and expense, peaceably to deliver the corresponding Equipment under any Payment Schedule to Lessor at such location in the continental United States as is specified by Lessor, in the condition required by Paragraph 8 of this Lease Agreement, on or before the effective date of termination.

Lessee's obligation to pay rental payments and any additional amounts payable under any Payment Schedule constitutes a current obligation payable exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement.

5. **Essentiality.** Subject to Paragraph 4 of this Lease Agreement, Lessee's present intention is to make rental payments for any Lease Term as long as it has sufficient appropriations or other legally available funds. Lessee represents that, with respect hereto, (a) the use and operation of any Equipment to be leased under a Payment Schedule shall be essential to its proper, efficient, and economic governmental operation and (b) the functions performed by such Equipment could not be transferred to other equipment available for its use. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last rental payment scheduled to be paid under any Payment Schedule. On each Commencement Date, Lessee shall complete and provide Lessor a certificate in the form of Exhibit C.

6. **Disclaimer of Warranties.** **LESSEE REPRESENTS AND AGREES THAT IT HAS SELECTED, OR WILL SELECT, THE EQUIPMENT PRIOR TO HAVING REQUESTED LESSOR TO FINANCE THE SAME. LESSEE AGREES THAT LESSOR HAS NOT MADE ANY, AND MAKES NO, REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING (WITHOUT LIMITATION) THE SUITABILITY OF THE EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, ITS CAPACITY, ITS OPERATION, ITS PERFORMANCE, ITS DESIGN, ITS MATERIALS, ITS WORKMANSHIP AND/OR ITS QUALITY. AS BETWEEN LESSEE AND LESSOR, LESSEE LEASES, PURCHASES AND ACQUIRES THE EQUIPMENT "AS IS" "WHERE IS" AND "WITH ALL FAULTS."** Lessor hereby assigns to Lessee, to the extent that it may lawfully do so, so long as no Event of Default and no Event of Nonappropriation shall have occurred and be continuing under any Payment Schedule, all rights and benefits that Lessor may have under any warranty, guaranty or the like that may be made with respect to any designated Equipment by the manufacturer, seller and/or supplier (collectively, the "Vendor") thereof. Lessor shall not be liable to Lessee or any third party for any loss, damage, injury or expense of any kind or nature caused directly or indirectly by any of the Equipment or the use or maintenance thereof or any defect therein, the failure of operation thereof or by any interruption of service or loss of use thereof or for any loss of business or damage whatsoever and howsoever caused. Lessor makes no warranty as to the treatment of this Lease for tax or accounting purposes or as to the compliance of the Equipment with applicable government regulations or requirements. Lessee agrees to look solely to the Vendor for any claim arising from any defect, breach of warranty, failure or delay in delivery, mis-delivery or inability to use the Equipment for any reason whatsoever and Lessee's obligations to Lessor shall not in any manner be affected thereby, including (without limitation) Lessee's obligations to pay Lessor all rental payments and other amounts payable under any Payment Schedule. Lessee has selected, and will select, both the Equipment and the Vendor and acknowledges that Lessor has not participated in any way in Lessee's selection of the Equipment or the Vendor. Lessor has no obligation to install, erect, test, adjust, service or maintain the Equipment.

7. **Delivery and Acceptance; Quiet Enjoyment.** Lessee shall accept the Equipment for which disbursement is requested from any Escrow Fund upon its delivery and authorizes Lessor to insert on each Payment Schedule the serial numbers and any additional description of the items of Equipment so

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San Miguel Community Services District/ Holman Capital Corporation

4/26/2022

Page 2

delivered. As evidence of that acceptance, Lessee shall execute and deliver to Lessor a Certificate of Acceptance in the form attached as Exhibit A to each Escrow Agreement. Regardless of whether Lessee has furnished a Certificate of Acceptance pursuant to this Paragraph 7, by making a rental payment after its receipt of the Equipment, Lessee shall be deemed to have accepted the Equipment on the date of such rental payment for purposes hereof. During the Lease Term, Lessee shall be entitled to quiet enjoyment of the Equipment, subject to the terms of this Master Lease Agreement.

8. **Use of Equipment; Maintenance and Repairs.** Lessee shall keep the Equipment within the State at the "Equipment Location" stated in the applicable Payment Schedule and Lessee shall not remove any of the Equipment therefrom without Lessor's prior written consent. Lessee shall use the Equipment in a careful manner and shall at all times, at its sole expense, keep the Equipment in good operating condition, repair and appearance and comply with all laws, ordinances, regulations or requirements of any governmental authority, official, board or department relating to its installation, possession, use or maintenance. Lessee shall not make any alterations, additions, or improvements to the Equipment that are not readily removable without causing damage to or reducing the value of the Equipment. All alterations, additions, or improvements not readily removable shall become property of Lessor.

9. **Security Interest; Title to Equipment.** (a) The provisions of this Section 9(a) apply generally to all Equipment, regardless of the type, and to each Escrow Fund (if any/applicable): To secure the performance of all of Lessee's obligations hereunder and under each Payment Schedule, Lessee hereby grants to Lessor, and Lessor shall have and retain, a security interest constituting a first priority and perfected lien and security interest on the Equipment delivered under each Payment Schedule and on any attachments, proceeds therefrom. Lessee agrees to execute and deliver such additional documents, including, without limitation, opinions of counsel, financing statements, landlord-tenant or mortgagee waivers, notices and similar instruments, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest in any Equipment or for the confirmation or perfection of Lessor's rights hereunder and under the applicable Payment Schedule. As further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time in each Escrow Fund and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable provisions of the Uniform Commercial Code as enacted in the applicable state. Lessee, at its expense, will protect and defend Lessee's rights in the Equipment and Lessor's rights and interests therein and will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. Lessor shall have the right during normal hours, upon reasonable prior notice to Lessee, to enter upon the premises where the Equipment is located in order to inspect the Equipment.

(b) Solely with respect to Equipment that is not comprised of vehicles and during any Lease Term, ownership and legal title of all of the Equipment and all substitutions, repairs, modifications, and replacements shall be in Lessee, and Lessee shall take all necessary action to vest such ownership and title in Lessee. Lessor does not own such Equipment, and, by this Lease Agreement, Lessor is merely financing the acquisition of the Equipment for the Lessee. Lessor has not been in the chain of title, does not, and will not, operate, control or have possession or control over the Equipment, or Lessee's use, maintenance, operation, storage, or maintenance of the Equipment. Lessee is entitled to use and possession of the Equipment, subject to the rights of Lessor hereunder (including its interest in the Equipment as the lessor hereunder). If Lessor terminates this Master Lease Agreement or any Payment Schedule pursuant to Paragraph 17 hereof or an Event of Nonappropriation occurs, all rights, title, and interests in the Equipment shall immediately vest in Lessor free and clear of any right, title or interest of Lessee. Lessee, at its expense, will protect and defend Lessee's rights in the Equipment and Lessor's rights and interests therein and will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

(c) Solely with respect to Equipment consisting of vehicles, the provisions of this Section 9(c) shall apply: Lessee agrees to either cause the original registration to reflect Lessor or its assignee as legal owner of the Equipment or endorse the certificate of ownership to show Lessor or its assignee as legal owner (as required by Section 6301 of the California Vehicle Code). Lessee agrees to execute and deliver such additional documents, including, without limitation, opinions of counsel, MSOs/Certificates of Origin, Title Applications, notices and similar instruments, in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest in such Equipment or for the confirmation or perfection of Lessor's rights hereunder and under the applicable Payment Schedule. During any Lease Term, Lessee shall be the owner (as defined in Section 460 of the California Vehicle Code) of the Equipment entitled to use and possession of such Equipment, subject to the rights of Lessor hereunder, which is the legal owner (as defined in Section 370 of the California Vehicle Code) of the Equipment. If Lessor terminates this Lease Agreement pursuant to Paragraph 17 hereof or an Event of Nonappropriation occurs, all rights, title, and interests in the specified Equipment shall immediately vest in Lessor free and clear of any right, title or interest of Lessee.

10. **Personal Property.** The Equipment shall be and remain personal property notwithstanding the manner in which it may be attached or affixed to realty. Lessee covenants that, unless Lessee owns the premises in which the Equipment is to be located and such premises are not subject to any mortgage or lease. At Lessor's request, Lessee shall provide Lessor with a waiver from each landlord and/or mortgagee of the premises in which any Equipment is to be located of any rights that such landlord and/or mortgagee may have in respect of any of that Equipment.

11. **Purchase of Equipment by Lessee; Prepayment.** At the option of Lessee, and provided that no Event of Default has occurred and is continuing hereunder, Lessor's interest in all, but not less than all, of the Equipment described in a particular Payment Schedule will be transferred, conveyed and assigned to Lessee, and this Lease shall terminate: (a) upon payment in full of the rental payments and all other payments then due under that particular Payment Schedule, or (b) on any rental payment date under the particular Payment Schedule, provided Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment pursuant to this provision, by paying to Lessor, in addition to the rental payment due on such date, an amount equal to the concluding payment (the "Concluding Payment") shown for such rental payment date in the particular Payment Schedule. Lessee shall not have the option to purchase any Equipment as provided in the foregoing clause (b) on any rental payment date for which a Concluding Payment is not stated in the applicable Payment Schedule.

12. **Risk of Loss.** Lessee shall bear the entire risk of loss, theft, destruction of or damage to the Equipment or any part thereof from any cause whatsoever during any Lease Term and thereafter until redelivery to a location designated by Lessor, and shall not be relieved of the obligation to pay rental payments or any other obligation hereunder and under any Payment Schedule because of any such occurrence. If (a) the Equipment 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 Equipment or any part thereof hereunder is taken under the exercise of the power of eminent domain, Lessee shall immediately notify Lessor. Lessee and Lessor shall cause the net proceeds of any insurance claim (including self-insurance) or condemnation award to be applied, at Lessor's option, to (i) the prompt repair, restoration, modification or replacement of the applicable Equipment so affected or (ii) the payment in full of the then applicable Concluding Payment. Any balance of net proceeds remaining after completion of such work or payment of such Concluding Payment shall be paid promptly to Lessee. If the net proceeds are insufficient to pay the costs of such repair, restoration, modification or replacement or to pay such Concluding Payment in full, Lessee shall, at Lessor's direction and sole discretion, either complete the work or pay the then applicable Concluding Payment in full, and in either case pay any cost in excess of the amount of net proceeds, but only from legally available funds.

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San Miguel Community Services District/ Holman Capital Corporation

4/26/2022

Page 4

13. **Insurance.** (a) Insurance Policies. If Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep all Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total rental payments for the Lease Term under the applicable Payment Schedule for the Equipment listed on that Payment Schedule, and (b) the full replacement cost of that Equipment without consideration for depreciation. Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by the owners of like property, with companies satisfactory to Lessor. Each policy shall provide that, as to the interest or coverage of Lessor or Lessor's assignee, the insurance afforded thereby shall not be suspended, forfeited or in any manner prejudiced by any default or by any breach of warranty, condition or covenant on the part of Lessee. If Lessee shall fail to provide any such insurance required hereunder or, within ten (10) days after Lessor's request therefor, shall fail to deliver the policies or certificates thereof to Lessor, then Lessor, at its option, shall have the right to procure such insurance and to add the full cost thereof to the rental payment next becoming due, which Lessee agrees to pay as additional rent under the applicable Payment Schedule. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor and its successors and/or assigns as "loss payee," and all such liability insurance shall name Lessor and its successors and/or assigns as an "additional insured." Lessee shall pay the premiums for such insurance and deliver to Lessor a certification in the form of Exhibit B-1 and satisfactory evidence of the insurance coverage required hereunder on or before the Commencement Date of the applicable Payment Schedule, but in no event later than the date on which an Acceptance Certificate is executed with respect to any Equipment. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payments of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy.

(b) **Self-Insurance.** If Lessee is self-insured (including any self-insured retentions and deductibles or participation in a risk pool) with respect to equipment such as the Equipment, the Equipment will be self-insured under an actuarially sound self-insurance program that is subject to Lessor's prior written consent and approval. If the Lessee shall maintain during the Lease Term under the applicable Payment Schedule such actuarially sound self-insurance program and in lieu of the coverage required under Section 13(a) hereunder, Lessee will, at all times, provide Lessor a certification in the form of Exhibit B-2 together with evidence of the self-insurance program in form and substance satisfactory to Lessor. The approval of self-insurance, self-insured retentions, and deductibles are all subject to Lessor's approval and prior written consent, which shall be based on the Lessor's then current credit underwriting practices.

14. **Fees; Taxes and Other Governmental Charges; Liens.** Lessee covenants and agrees at all times to keep the Equipment free and clear of all levies, liens (other than those created hereunder) and encumbrances, and to pay all charges, taxes and fees (including any recording or stamp fees or taxes) that may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment and shall give Lessor immediate written notice of any of the foregoing. If any of same shall remain unpaid when due, Lessor may pay same and add such payment to the rental payment next becoming due under the applicable Payment Schedule, as additional rent. Lessee shall execute and deliver to Lessor upon Lessor's request such further instruments and documents containing such other assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights hereunder and under the applicable Payment Schedule or to otherwise effectuate the intent of this Master Lease Agreement and the Lease.

15. **Indemnification.** (a) To the extent authorized by law, Lessee shall indemnify and save Lessor, its officers, employees, agents, servants, successors and assigns, harmless from any and all liabilities (including, without limitation, negligence, tort and strict liability), damages, expenses, claims, actions, proceedings, judgments, settlements, losses, liens and obligations, including (without limitation) attorneys'

fees and costs ("Claims"), arising out of the ordering, purchase, delivery, rejection, non-delivery, ownership, selection, possession, operation, control, use, condition, maintenance, transportation, storage, repair, return or other disposition of the Equipment, any claims arising under federal, state or local environmental protection and hazardous substance clean up laws and regulations and any claims of patent, trademark or copyright infringement or, if Lessee shall be in default hereunder or under any Payment Schedule, arising out of the condition of any item of Equipment sold or disposed of after use by Lessee, including (without limitation) claims for injury to or death of persons and for damage to property. The indemnities, assumption of liabilities and obligations herein provided shall be payable solely from funds legally available for such purpose and shall continue in full force and effect notwithstanding the expiration, termination or cancellation of this Master Lease Agreement or any Payment Schedule for any reason whatsoever. However, Lessee shall not be obligated to indemnify Lessor from Claims arising from the actual, proven and proximate gross negligence, bad faith, fraud or willful misconduct of Lessor.

(b) Lessor's Indemnification of Lessee. Lessor shall indemnify, defend, and hold harmless Lessee, its Governing Board, boards, commissions, officials, employees, and volunteers ("Indemnitees") from and against any and all Claims arising from or in any manner connected to Lessor's willful misconduct or any grossly negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Master Lease Agreement or any Payment Schedule. If Claims are filed against Indemnitees that allege negligence on behalf of Lessor, Lessor shall have no right of reimbursement against Indemnitees for the costs of defense even if gross negligence is not found on the part of Lessor. However, Lessor shall not be obligated to indemnify Indemnitees from Claims arising from the negligence or willful misconduct of Indemnitees.

16. **Assignment; Subleasing.** LESSEE SHALL NOT ASSIGN, PLEDGE, MORTGAGE, SUBLET OR OTHERWISE TRANSFER OR ENCUMBER ANY OF ITS RIGHTS UNDER THIS MASTER LEASE AGREEMENT OR ANY PAYMENT SCHEDULE, ANY ESCROW AGREEMENT (INCLUDING ANY ESCROW FUND CREATED THEREUNDER) OR IN THE EQUIPMENT OR ANY PART THEREOF, NOR PERMIT ITS USE BY ANYONE OTHER THAN LESSEE AND ITS REGULAR EMPLOYEES, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, WHICH MAY BE WITHHELD OR CONDITIONED IN LESSOR'S REASONABLE DISCRETION. ANY SUCH PURPORTED TRANSFER, ASSIGNMENT OR OTHER ACTION WITHOUT LESSOR'S PRIOR WRITTEN CONSENT SHALL BE VOID.

Lessor may, at any time and from time to time, assign, transfer or otherwise convey all or any part of its interest in any Equipment, this Master Lease Agreement, any Payment Schedule and any Escrow Agreement (including any Escrow Fund created thereunder), including, but not limited to, Lessor's rights to receive the rental payments under the applicable Payment Schedule or any part thereof (in which event Lessee agrees to make all rental payments thereafter to the assignee designated by Lessor) without the necessity of obtaining Lessee's consent, *provided, however,* Lessor will deliver to Lessee prior written notice of an assignment. No such assignment, transfer or conveyance shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee. During the term of this Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments with respect hereto in form necessary to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees (unless otherwise stated), if so requested, to acknowledge any such assignment in writing within 15 days after request therefor in the form attached as Exhibit A-1 hereto. Lessee further agrees that any moneys or other property received by Lessor as a result of any such assignment, transfer or conveyance shall not inure to Lessee's benefit.

17. **Events of Default; Remedies.** Each of the following events constitutes an "Event of Default" hereunder: (a) Lessee fails to pay in full the rental payment due under any Payment Schedule on any date upon which such rental payment is due; (b) Lessee fails to comply with any other agreement or covenant of Lessee hereunder or under any Payment Schedule for a period of 30 days following receipt of written notice of violation of such agreement or covenant and demand that such violation be remedied; (c) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a

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San Miguel Community Services District/ Holman Capital Corporation

4/26/2022

Page 6

receiver or similar officer is appointed for Lessee or any of its property; (d) any warranty, representation or statement made in writing by or on behalf of Lessee in connection herewith or in connection with any Payment Schedule is found to be incorrect or misleading in any material respect on the date made; (e) actual or attempted sale, lease or encumbrance of any of the Equipment or the making of any levy, seizure or attachment thereof or thereon; or (f) Lessee defaults in its obligations under any other agreement for borrowing money, lease financing of property, or otherwise receiving credit and the obligee thereunder (or trustee on its behalf) is permitted to exercise any remedies under such other agreement.

Immediately upon the occurrence of an Event of Default hereunder, Lessor may terminate this Master Lease Agreement, the applicable Payment Schedule, the Lease, or Lessee's rights hereunder and in any such event repossess the applicable Equipment, which Lessee hereby agrees, at its expense, to surrender promptly to Lessor at such location in the continental United States as Lessor shall direct. Such right of repossession and other rights as specifically provided in this Paragraph 17 shall constitute the sole remedies for Lessee's failure to make payments or otherwise perform its obligations when required hereunder and under any Payment Schedule. If Lessor is entitled to repossess the Equipment under any provision of this Master Lease Agreement, Lessee shall permit Lessor or its agents to enter the premises where the Equipment is then located. In the event of any such repossession, Lessee shall execute and deliver such documents as may reasonably be required to restore title to and possession of the Equipment to Lessor, free and clear of all liens and security interests to which the Equipment may have become subject. Upon repossession, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee, Lessee agrees, at its option, to (a) repair and restore the Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) or (b) pay to Lessor the reasonable costs of such repair and restoration. If Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Nonappropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total rental payments for such Equipment that would have been paid during the applicable Lease Term plus any other amounts then due hereunder, Lessor shall immediately pay the amount of any such excess to Lessee.

If Lessor terminates this Master Lease Agreement, any Payment Schedule and/or the Lease under this Paragraph 17 or an Event of Nonappropriation occurs hereunder and in either case Lessee continues to use the Equipment or if Lessee otherwise refuses to pay rental payments hereunder due during a Fiscal Year for which Lessee's governing body has appropriated sufficient legally available funds to pay such rental payments due hereunder, Lessor (i) may declare the rental payments due and owing for the Fiscal Year for which such appropriations have been made to be immediately due and payable and (ii) shall be entitled to bring such action at law or in equity to recover money and other damages attributable to such holdover period for the Equipment.

Lessor shall also be entitled to exercise any or all remedies available to a secured party under the applicable provisions of the Uniform Commercial Code as enacted in the applicable state, and all other rights and remedies that Lessor may have at law or in equity. All rights and remedies of Lessor shall be cumulative and not alternative. Lessor's failure to exercise or delay in exercising any right or remedy shall not be construed as a waiver thereof, nor shall a waiver on one occasion be construed to bar the exercise of any right or remedy on a future occasion. Lessee agrees to reimburse Lessor for any expenses reasonably incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor, but only from legally available funds.

18. Late Payments. Whenever any rental payment or other amount payable to Lessor by Lessee under any Payment Schedule is not paid within ten (10) days of the regularly scheduled due date (or if not a regularly scheduled due date, then the due date specified in an undisputed invoice), Lessee agrees to pay Lessor a late charge on the delinquent amount at the rate of one percent (1%) per month, or the maximum amount permitted under applicable law, whichever is less. Such amount(s) shall be payable

solely from legally available funds in addition to all amounts payable by Lessee as a result of the exercise of any of the remedies herein provided.

19. **Rental Payments to Be Unconditional.** Except as expressly set forth in this Master Lease Agreement (including Paragraph 4), Lessee agrees that as of the Commencement Date of any Payment Schedule, Lessee's obligations under the Lease are absolute and unconditional and shall continue without set-off, deduction, counterclaim, abatement, recoupment, or reduction and regardless of any disability of Lessee to use the Equipment or any part thereof because of any reason including, but not limited to, war, act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery or failure of the Equipment to operate properly.

20. **Tax Covenants.** Lessee agrees that it will not take any action that would cause the interest component of rental payments under any Payment Schedule to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action or omission which would cause the interest component of rental payments under any Payment Schedule to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. Lessee agrees, for each Payment Schedule, to (a) execute and deliver to Lessor, upon Lessor's request, a tax certificate and agreement in form and content acceptable to Lessor and Lessee, relating to the establishment and maintenance of the excludability from gross income of the interest component of rental payments under the applicable Payment Schedule for federal income tax purposes; (b) complete and file in a timely manner an information reporting return as required by the Code; and (c) rebate an amount equal to excess earnings on any Escrow Fund to the federal government if required by, and in accordance with, Section 148(f) of the Code, and make the determinations and maintain the records required by the Code. Any tax certificate or agreement executed pursuant hereto shall be fully incorporated by reference herein.

Lessee represents that neither Lessee nor any agency or unit of Lessee has, or will have, on hand any property, including cash and securities, that is legally required or otherwise restricted (no matter where held or the source thereof) to be used directly or indirectly to purchase the Equipment described in any Payment Schedule. Lessee has not and will not establish any funds or accounts (no matter where held or the source thereof) the use of which is legally required or otherwise restricted to pay directly or indirectly rental payments under any Payment Schedule. Lessor and Lessee certify that, so long as any rental payments hereunder remain unpaid, moneys on deposit in the Escrow Fund will not be used in a manner that will cause any Payment Schedule to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code.

If Lessor either (i) receives notice, in any form, from the Internal Revenue Service or (ii) reasonably determines, based on an opinion of nationally recognized independent tax counsel selected by Lessor, that Lessor may not exclude any Interest paid under any Lease from its Federal gross income (each an "Event of Taxability"), the Lessee shall pay to Lessor upon demand (x) an amount which, with respect to Rental Payments previously paid under the Lease and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the Interest due through the date of such event), will restore to Lessor its after-tax yield (assuming tax at the highest marginal tax rate and taking into account the time of receipt of such Rental Payments and reinvestment at the after-tax yield rate) on the transaction evidenced by such Lease through the date of such event and (y) as additional Rental Payments to Lessor on each succeeding Payment Date such amount as will maintain such after-tax yield to Lessor.

It is Lessor's and Lessee's intention that this Lease and the Payment Schedules issued under this Master Lease Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment hereunder for federal income tax purposes.

21. **Lessee Representations, Warranties and Covenants.** Lessee hereby represents and warrants to and agrees with Lessor that:

(a) Lessee is a political subdivision of the State of California, within the meaning of Section 103(c) of the Code, and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

(b) Lessee has the power and authority under applicable law to enter into the transactions contemplated by this Lease, any Payment Schedule and any Escrow Agreement and has been duly authorized to execute and deliver this Lease, all Payment Schedules and all Escrow Agreements and to carry out its obligations hereunder and thereunder. Lessee has provided to Lessor a full, true and correct copy of a resolution or other appropriate official action of Lessee's governing body specifically authorizing Lessee to execute and deliver this Lease, all Payment Schedules and Escrow Agreements and all documents contemplated hereby and thereby, including the delegation by Lessee's Governing Board to a designated officer to execute on Lessee's behalf all future Payment Schedules. Lessee has provided to Lessor a full, true, and correct copy of an Incumbency Certificate in substantially the form attached as Exhibit D hereto relating to the authority of the officers who have executed and delivered this Master Lease Agreement and who will execute and deliver this Master Lease Agreement on behalf of Lessee. Lessee will provide in the future similar Incumbency Certificates with respect to each Payment Schedule and Escrow Agreement and all documents in connection therewith on behalf of Lessee.

(c) All requirements have been met and procedures have occurred in order to ensure the enforceability of this Master Lease Agreement, any Payment Schedule and any Escrow Agreement, and Lessee has complied with such public bidding requirements, if any, as may be applicable to the transactions contemplated by this Master Lease Agreement, any Payment Schedule and any Escrow Agreement.

(d) Lessee is not subject to any legal or contractual limitation or provision of any nature whatsoever that in any way limits, restricts or prevents Lessee from entering into this Master Lease Agreement, any Payment Schedule and any Escrow Agreement, or performing any of its obligations hereunder or thereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Master Lease Agreement, any Payment Schedule or any Escrow Agreement, or any other agreement or instrument to which Lessee is a party and that is used or contemplated for use in the consummation of the transactions contemplated by this Master Lease Agreement, any Payment Schedule or any Escrow Agreement. All authorizations, consents, and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Master Lease Agreement or in connection with the carrying out by Lessee of its obligations hereunder, including the subsequent execution of any Payment Schedule, have been obtained.

(f) The payment of the rental payments or any portion thereof hereunder is not (under the terms of this Master Lease Agreement and any Payment Schedule) directly or indirectly (i) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (ii) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local government unit. No portion of the purchase price for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(g) The entering into and performance of this Master Lease Agreement, the Lease, and the Escrow Agreement will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of Lessee or on the Equipment pursuant to an indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(h) Lessee's name as indicated on the first page of this Master Lease Agreement is its true, correct, and complete legal name.

(i) The useful life of any Equipment will not be less than the Lease Term of the Payment Schedule applicable to any such Equipment.

(j) Lessee has entered into this Lease, and will enter into each Payment Schedule, for the purpose of purchasing, acquiring, and leasing the Equipment and not for the purpose of refinancing any outstanding obligation of Lessee more than 90 days in advance of its payment or prepayment date. The purchase price for the Equipment has been or will be paid directly by Lessor from the applicable Escrow Fund to the Vendor, and no portion of the purchase price for the Equipment has been or will be paid to Lessee as reimbursement for any expenditure paid by Lessee more than 60 days prior to the execution and delivery hereof.

(k) The application, statements, and credit or financial information submitted by it to Lessor are true and correct and made to induce Lessor to enter into this Master Lease Agreement, any Payment Schedules and any Escrow Agreements.

(l) For so long as this Master Lease Agreement remains in effect, Lessee shall (i) provide Lessor, no later than ten days prior to the end of each Fiscal Year (commencing with the current Fiscal Year), with current budgets or other proof of appropriation for the ensuing Fiscal Year and such other information relating to Lessee's ability to continue any current Lease Term for the next succeeding Fiscal Year as may be reasonably requested by Lessor and (ii) furnish or cause to be furnished to Lessor, at Lessee's expense, as soon as available and in any event not later than 180 days after the close of each Fiscal Year, the audited financial statements of Lessee at the close of and for such Fiscal Year, all in reasonable detail, audited by and with the report of Lessee's auditor.

(m) On each Commencement Date, Lessee shall cause to be executed and delivered to Lessor an Opinion of Lessee's Counsel for each Payment Schedule in substantially the form attached as Exhibit E hereto.

(n) Lessee shall pay the excess (if any) of the actual costs of acquiring the Equipment hereunder over the amount deposited by Lessor in any Escrow Fund and interest earnings thereon.

(o) Lessee has experienced no material change in its financial condition since the date of its last prepared financial statements, which was June 30, 2021.

(p) Lessee acknowledges that: (a) Lessor is acting solely for its own account and not as a fiduciary for Lessee or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor; (b) Lessor has not provided, and will not provide, financial, legal, tax, accounting or other advice to or on behalf of Lessee with respect to its acquisition of the Equipment; and (c) Lessee has sought and obtained financial, legal, tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters) with respect to this Lease from its financial, legal and other advisors (and not Lessor) to the extent that Lessee desired to obtain such advice.

22. Execution in Counterparts; Chattel Paper. This Master Lease Agreement and any Payment Schedule may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided, however*, that only Counterpart No. 1 of this Master

Lease Agreement and of any Payment Schedule shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

23. **Applicable Law.** This Master Lease Agreement and each Payment Schedule shall be governed by and construed under the laws of the State of California.

24. **Binding Effect; Severability; Survival.** This Master Lease Agreement and each Payment Schedule entered into hereunder shall not become effective until accepted by Lessor at its herein-described office, and upon such acceptance shall inure to and bind the parties, their successors, legal representatives, and assigns. No provision of this Master Lease Agreement that may be construed as unenforceable shall in any way invalidate any other provision hereof, all of which shall remain in full force and effect.

25. **Miscellaneous Provisions.** Any notice to a party hereunder shall be deemed given when mailed to that party by certified mail, return receipt requested, or by overnight delivery by a nationally recognized overnight courier, at its address set forth herein or such other address as either may designate for itself in such notice to the other. This Master Lease Agreement, any Payment Schedule and any Escrow Agreement constitute the entire mutual understanding of the parties regarding the subject matter hereof and thereof and may not be modified except in writing, signed by the party against whom such modification is asserted. Upon the request of Lessor, Lessee shall at any time and from time to time execute and deliver such further documents and do such further acts as Lessor may reasonably request in order fully to effectuate the purposes hereof and any assignment hereof. If a court with competent jurisdiction rules that the interest rate charged hereunder exceeds the maximum rate of interest allowed by applicable law, then the effective rate of interest hereunder shall be automatically reduced to the maximum lawful rate allowable under the applicable laws.

[Remainder of page intentionally left blank]

THE UNDERSIGNED HEREBY AGREE TO ALL OF THE TERMS AND CONDITIONS AS SET FORTH IN THIS EQUIPMENT MASTER LEASE-PURCHASE AGREEMENT.

HOLMAN CAPITAL CORPORATION, Lessor

**SAN MIGUEL COMMUNITY SERVICES DISTRICT,
Lessee**

By: _____

Name: Lance S. Holman

Title: President & CEO

By: _____

Name: Scott Young

Title: Assistant Fire Chief

Counterpart No. _____ of two manually executed and serially numbered counterparts. To the extent that this Lease Agreement constitutes chattel paper (as defined in the applicable provisions of the Uniform Commercial Code as enacted in the applicable state), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A
PAYMENT SCHEDULE NO. 01 TO MASTER LEASE PURCHASE AGREEMENT DATED APRIL 26, 2022

1. DESCRIPTION OF THE EQUIPMENT:

Modular Building installed pursuant to that certain Agreement with Manufactured Home Sales of California (the "Vendor") and financed by this Payment Schedule No. 01 dated April 26, 2022 to that certain Master Lease Purchase Agreement dated April 26, 2022 by and between Holman Capital Corporation and San Miguel Community Services District, including, without limitation, together with all accessories, attachments, substitutions and accessions.

Description	Amount
Modular Housing Facility	\$ 271,378.95
Holman Capital Documentation Fee	\$ 3,000.00
Total	\$ 274,378.95

2. EQUIPMENT LOCATION: 1150 MISSION STREET, SAN MIGUEL, CA 93451

3. RENTAL PAYMENT SCHEDULE: The rental payments shall be made for the Equipment as follows:

Payment No.	Date	Installment Payment	Interest Component	Principal Component	Concluding Payment
0	4/26/2022				
1	4/26/2023	\$ 33,576.31	\$ 10,563.59	\$ 23,012.72	\$ 261,420.88
2	4/26/2024	\$ 33,576.31	\$ 9,677.60	\$ 23,898.71	\$ 236,566.22
3	4/26/2025	\$ 33,576.31	\$ 8,757.50	\$ 24,818.81	\$ 210,754.66
4	4/26/2026	\$ 33,576.31	\$ 7,801.98	\$ 25,774.33	\$ 183,949.36
5	4/26/2027	\$ 33,576.31	\$ 6,809.66	\$ 26,766.65	\$ 156,112.04
6	4/26/2028	\$ 33,576.31	\$ 5,779.15	\$ 27,797.16	\$ 127,202.99
7	4/26/2029	\$ 33,576.31	\$ 4,708.96	\$ 28,867.35	\$ 97,180.95
8	4/26/2030	\$ 33,576.31	\$ 3,597.56	\$ 29,978.75	\$ 66,003.05
9	4/26/2031	\$ 33,576.31	\$ 2,443.38	\$ 31,132.93	\$ 33,624.80
10	4/26/2032	\$ 33,576.31	\$ 1,244.77	\$ 32,331.54	-
Grand Totals		\$ 335,763.10	\$ 61,384.15	\$ 274,378.95	

** Assumes that all rental payments and additional rentals due on and prior to that date have been paid. Rental payments are calculated on the basis of a 360-day year consisting of 12 months of 30 days.*

4. INTEREST RATE: 3.85%

5. COMMENCEMENT DATE: APRIL 26, 2022

6. SCHEDULED LEASE TERM: 10 Years

7. Lessee's current Fiscal Year commenced on July 1, 2021.

8. The terms and provisions of the Master Lease Purchase Agreement described above are hereby incorporated into this Payment Schedule by reference and made a part hereof.

9. Lessee hereby consents to the assignment by the Lessor of its rights under this Payment Schedule, which rights are evidenced by the Assignment Agreement entered into concurrently with this Payment Schedule.

10. Lessee hereby represents, warrants, and covenants that (i) its representations, warranties, and covenants set forth in the Master Lease Purchase Agreement (particularly Paragraph 21 thereof) are true and correct as though made on the date of execution of this Schedule, and (ii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under this Payment Schedule during Lessee's current Fiscal Year.

11. Interest, if any, accruing from the Commencement Date hereof to the actual date of funding shall be retained by Lessor as additional consideration for entering into this Schedule.

12. The following exhibits are incorporated into this Payment Schedule by this reference: Exhibit A-1 – Notice and Acknowledgment of Assignment; Exhibit B-1 – Insurance Coverage Request or, as applicable, Exhibit B-2 – Self-Insurance Rider; Exhibit C – Essential Use Certificate; Exhibit D - Incumbency Certificate; Exhibit E – Opinion of Lessee's Counsel; Exhibit F – Bank Qualified Certificate; Exhibit G – Post-Issuance Tax Compliance Procedures; Exhibit H – Escrow Agreement; Exhibit I – Resolution of Lessee; Exhibit J – UCC-1 Financing Statement; Exhibit K – Form 8038-G; and Exhibit L – Closing Memorandum.

SAN MIGUEL COMMUNITY SERVICES DISTRICT
as Lessee

HOLMAN CAPITAL CORPORATION
as Lessor

By: _____

Name: Scott Young
Title: Assistant Fire Chief

By: _____

Name: Lance S. Holman
Title: President & CEO

Counterpart No. _____ of two manually executed and serially numbered counterparts. To the extent that this Schedule constitutes chattel paper (as defined in the applicable provisions of the Uniform Commercial Code as enacted in the applicable state), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

[Signature Page to Exhibit A]

EXHIBIT A-1
NOTICE AND ACKNOWLEDGEMENT OF SALE OF RENTAL PAYMENTS AND
ASSIGNMENT OF PAYMENT SCHEDULE NO. 01 AND ESCROW AGREEMENT

Holman Capital Corporation ("*Lessor*") and the San Miguel Community Services District ("*Lessee*") have entered into a Master Lease Purchase Agreement dated April 26, 2022 (the "*Master Lease Agreement*") and Payment Schedule No. 01 issued thereunder, under which Lessee has, or will have prior to its execution hereof, leased vehicles and equipment (collectively, the "*Equipment*") described in that Payment Schedule.

Lessee is hereby notified that Lessor has assigned its right, title, and interest in and to Payment Schedule No. 01, the leased Equipment, and the rental payments as permitted by Payment Schedule No. 01 in accordance with the Master Lease Agreement.

Lessee is hereby directed to pay any and all rental payments and other amounts due under Payment Schedule No. 01 to Community Bank of Santa Maria and/or its affiliates, as Lessor's assignee (the "*Assignee*"), as directed by the Assignee or a paying agent acting on behalf of Assignee, pursuant to the instructions contained in any invoice or notice. Lessee will also direct any and all correspondence, notice and servicing requests to the Assignee at the following address:

Community Bank of Santa Maria
Attn: Loan Servicing Department
PO Box 5307
Santa Maria, CA 93456

By signing this Notice and Acknowledgment, Lessee agrees that it will pay all amounts due under Payment Schedule No. 01 as directed in the invoice without any set-off or deduction whatsoever notwithstanding any defect in, damage to or requisition of any of the Equipment leased under Payment Schedule No. 01, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against Lessor or Assignee.

Lessee further acknowledges and agrees that Assignee has not assumed any of Lessor's obligations or duties under the Master Lease Agreement or Payment Schedule No. 01, or made any warranties whatsoever as to the Master Lease Agreement, Payment Schedule No. 01 or the Equipment. Lessee agrees that no change may be made to the Master Lease Agreement or Payment Schedule No. 01 without the prior written consent of Assignee.

By signing this Notice and Acknowledgment, Lessee warrants that its representations and warranties under the Lease Agreement are true and correct on the date hereof.

Date: April 26, 2022

SAN MIGUEL COMMUNITY SERVICES DISTRICT, as
Lessee

By: _____
Name: Scott Young
Title: Assistant Fire Chief

EXHIBIT B-1

INSURANCE CERTIFICATION

[complete **only** if Lessee is **not** self-insured]

Holman Capital Corporation
25201 Paseo de Alicia, Suite 290
Laguna Hills, CA 92653

April 26, 2022

Re: Payment Schedule No. 01 under Master Lease Purchase Agreement dated
April 26, 2022

In connection with the above-referenced Payment Schedule No. 01 and Master Lease Agreement, San Miguel Community Services District, as lessee (the "Lessee") certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Name of Agent: Special District Risk Management Authority
Address: 11121 I Street, Suite 300, Sacramento, CA 95814
Phone: 916-231-4141

to issue:

- X *Liability Insurance.* Lessee is required to maintain public liability insurance, personal injury and property damage with policy limits of \$1,000,000. The policy should be endorsed to name Community Bank of Santa Maria (the assignee of Holman Capital Corporation) as an additional insured.
- X *Casualty Insurance.* Lessee is required to maintain all risk extended coverage, malicious mischief and vandalism insurance for the Equipment described in the above-referenced Payment Schedule in an amount not less than the greater of \$274,378.95 or the full replacement cost of the Equipment. Such insurance shall be endorsed to name Community Bank of Santa Maria as a co-loss payee with respect to such Equipment.

The required insurance should also be endorsed to give Community Bank of Santa Maria at least 30 days' prior written notice of the effective date of any material alteration or cancellation of coverage, and an endorsement confirming that the interest of Community Bank of Santa Maria shall not be invalidated by any actions, inactions, breach of warranty or conditions or negligence of Lessee.

Proof of insurance coverage will be provided to Community Bank of Santa Maria prior to and/or commensurate with the later of the Commencement Date of Payment Schedule No. 01 or the delivery and acceptance of the Equipment.

Very truly yours,

SAN MIGUEL COMMUNITY SERVICES DISTRICT, as Lessee

By: _____

Name: Scott Young

Title: Assistant Fire Chief

EXHIBIT B-2

[complete **only** if Lessee **is** self-insured]

Holman Capital Corporation
25201 Paseo de Alicia, Suite 290
Laguna Hills, CA 92653

<DATE>

Re: Payment Schedule No. 01 under Master Lease Purchase Agreement dated April 26, 2022

In connection with the above-referenced Payment Schedule No. 01, San Miguel Community Services District as lessee (the "Lessee") certifies that it participates in an actuarially sound self-insurance program for property damage and public liability risks.

The following is attached (check all that apply):

- Letter from risk manager describing self-insurance program
- Other evidence of Lessee's participation in self-insurance program

Very truly yours,

**SAN MIGUEL COMMUNITY SERVICES DISTRICT, as
Lessee**

By: _____

Name: Scott Young

Title: Assistant Fire Chief

EXHIBIT C
ESSENTIAL USE CERTIFICATE

Holman Capital Corporation
25201 Paseo de Alicia, Suite 290
Laguna Hills, CA 92653

April 26, 2022

Re: Payment Schedule No. 01 under Master Lease Purchase Agreement dated April 26, 2022

I, Scott Young, appointed, or designated representative and Assistant Fire Chief of the San Miguel Community Services District, as lessee (the "Lessee"), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Payment Schedule:

1. *What is the specific use of the Equipment?*
The Modular Housing Facility will provide living quarters for the district's firefighters. Additionally, it will accommodate a beat station for the Sheriff's department.
2. *What increased capabilities will the Equipment provide?*
This modular unit will provide safe housing for firefighters on duty for their district including three additional bedrooms, two bathrooms plus a kitchen. The space will be shared with San Luis Obispo County Sheriff's Department as a beat station for its officers. This will enable the firefighters to be available around the clock for their constituents.
3. *Why is the Equipment essential to your ability to deliver governmental services?*
The district needs additional sleeping quarters to accommodate the firefighters' 24-hour shifts.
4. *Does the Equipment replace existing equipment?*
(If so, please explain why you are replacing the existing equipment)
This is a new modular housing unit which will give the district additional sleeping quarters for the firefighters on duty.
5. *Why did you choose this specific Equipment?*
The modular housing facility meets the district's specifications to provide safe and reliable housing for public safety personnel.
6. *For how many years do you expect to utilize the Equipment?*
15 + years

Very truly yours,

**SAN MIGUEL COMMUNITY SERVICES DISTRICT, as
Lessee**

By: _____

Name: Scott Young

Title: Assistant Fire Chief

EXHIBIT D

INCUMBENCY CERTIFICATE

I, Rob Roberson, do hereby certify that I am the Fire Chief/General Manager of the San Miguel Community Services District ("District"), which is a body corporate and politic duly established and validly existing as a political subdivision of the State of California and operates under a Governing Board, and that I have custody of the records of such entity.

I hereby certify that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the District holding the offices set forth opposite their respective names. I further certify that:

- (i) The signatures set opposite their respective names and titles are their true and authentic signatures, and
- (ii) Such officers have the authority on behalf of such entity to:
 - a. Enter into that certain Payment Schedule No. 01 under Master Lease Purchase Agreement dated April 26, 2022 the "Lease Agreement"), between the San Miguel Community Services District and Holman Capital Corporation, as lessor, and that certain Escrow Agreement dated as of April 26, 2022 (the "Escrow Agreement") between the San Miguel Community Services District, Holman Capital Corporation, and Community Bank of Santa Maria, as escrow agent; and
 - b. Execute Certificates of Acceptance, Payment Request/Disbursement Request Forms, and any and all other certificate, documents, and agreements relating to the Master Lease Agreement, Payment Schedule No. 01 and Escrow Agreement applicable to that Payment Schedule.

NAME	TITLE	SIGNATURE
Scott Young	Assistant Fire Chief	_____ _____ _____

IN WITNESS WHEREOF, I have duly executed this Certificate on behalf of the San Miguel Community Services District.

April 26, 2022

By: _____

Name: Rob Roberson
Title: Fire Chief/General Manager

EXHIBIT E

[Print on Counsel Letterhead]

OPINION OF LESSEE'S COUNSEL

April 26, 2022

Holman Capital Corporation
25201 Paseo de Alicia, Suite 290
Laguna Hills, CA 92653

Re: Payment Schedule No. 01 under Master Lease Purchase Agreement dated April 26, 2022

Ladies and Gentlemen:

As counsel to the San Miguel Community Services District (the "*Lessee*"), I have examined the Master Lease Purchase Agreement dated April 26, 2022 and Payment Schedule No. 01, both collectively, the "*Lease Agreement*"), between the Lessee and Holman Capital Corporation, as lessor ("*Lessor*"), the form of the Escrow Agreement for Payment Schedule No. 01, together with the Disbursement Request Form and Certificate of Acceptance (collectively, the "*Escrow Agreement*"), and the proceedings taken by the Governing Body of the Lessee to authorize on behalf of the Lessee the execution and delivery of the Master Lease Agreement, Payment Schedule No. 01 and the Escrow Agreement. The Master Lease Agreement, Payment Schedule No. 01 and the Escrow Agreement are herein collectively referred to as the "*Transaction Documents*." Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. The Lessee is a political subdivision of the State of California and operates under a Governing Board, and the laws of the State of California with full power and authority to enter into the Transaction Documents.

2. The Transaction Documents have each been duly authorized, executed, and delivered by the Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Transaction Documents constitute legal, valid, and binding obligations of the Lessee, enforceable against the Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

3. The Equipment to be leased pursuant to the Lease Agreement constitutes personal property and, when subjected to use by the Lessee, will not be a fixture under applicable law.

4. The Lessee has complied with any applicable public bidding requirements in connection with the Transaction Documents and the transactions contemplated thereby. By proper action, the Governing Body of the Lessee authorized the execution and delivery of the Transaction Documents and certain other matters, which actions were duly taken at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.

5. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery, or performance by the Lessee of the Transaction Documents or in any way to contest the validity of the Transaction Documents, to contest or question the creation or existence of the Lessee or the Governing Body of the Lessee or the authority or ability of the Lessee to execute or deliver the Transaction Documents or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin the Lessee from annually appropriating sufficient funds to pay the rental payments or other amounts contemplated by the Master Lease Agreement and Payment Schedule No. 01.

6. The entering into and performance of the Transaction Documents do not and will not violate any judgment, order, law, or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of the Lessee or on the Equipment (as such term is defined in the Lease Agreement) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which the Lessee is a party or by which it or its assets may be bound. Notwithstanding the foregoing, upon the due and timely filing of a UCC-1 and a Title Application and/or Certificate of Title (the latter solely with respect to Equipment constituting titled vehicles), the Lessor will have a perfected security interest in the Equipment.

This opinion may be relied upon by Lessor and purchasers and assignees of Lessor's interests in the Lease Agreement.

Respectfully submitted,

EXHIBIT F
BANK-QUALIFIED DESIGNATION

The San Miguel Community Services District, as lessee, (the “*Lessee*”) under that certain Master Lease Purchase Agreement dated April 26, 2022 and Payment Schedule No. 01 issued thereunder (collectively, the “*Lease*”) to which this Designation is attached, hereby designates the Lease as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. The Lessee hereby represents that the Lessee is a “qualified small issuer” in that it reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including the Lease) the aggregate principal amount of which exceed \$10,000,000 during the calendar year in which the Lease is executed and delivered, and interest commences to accrue thereunder; and that the Lease is being entered into and will be used in connection with public purposes.

This Designation is attached to and made a part of the Lease and inures to the benefit of the Lessor and its successors and/or assigned.

EXECUTED as of this April 26, 2022.

**SAN MIGUEL COMMUNITY SERVICES DISTRICT, as
Lessee**

By: _____

Name: Scott Young

Title: Assistant Fire Chief

EXHIBIT G

POST-ISSUANCE TAX COMPLIANCE PROCEDURES

Dated: April 26, 2022

The following certificate is delivered in connection with the execution and delivery of Payment Schedule No. 01 issued under the Master Lease Purchase Agreement dated April 26, 2022 (the "Master Lease Agreement"), entered into between the San Miguel Community Services District (the "Lessee") and Holman Capital Corporation (the "Corporation"). Capitalized terms used herein have the meanings defined in the Lease Agreement.

Section 1. In General.

1.1. This Certificate is executed for the purpose of establishing the reasonable expectations of Lessee as to future events regarding the financing of certain equipment (the "Equipment") to be acquired by Lessor and leased to Lessee pursuant to and in accordance with Payment Schedule No. 01 executed under the Master Lease Agreement (together with all related documents executed pursuant thereto and contemporaneously herewith, the "Financing Documents"). As described in the Financing Documents, Lessor shall apply \$274,378.95 (the "Principal Amount") toward the acquisition of the Equipment and closing costs, and Lessee shall make Rental Payments under the terms and conditions as set forth in the Financing Documents.

1.2. The individual executing this Certificate on behalf of Lessee is an officer of Lessee delegated with the responsibility of reviewing and executing the Financing Documents, pursuant to the governing board's approval or other official action of Lessee adopted with respect to the Financing Documents, a copy of which has been delivered to Lessor.

1.3. The Financing Documents are being entered into for the purpose of providing funds for financing the cost of acquiring, equipping and installing the Equipment which is essential to the governmental functions of Lessee, which Equipment is described in said Payment Schedule No. 01. The Principal Amount will be deposited in escrow by Lessor on the date of issuance of the Financing Documents and held by Community Bank of Santa Maria, as escrow agent (the "Escrow Agent") pending acquisition of the Equipment under the terms of that certain Escrow Agreement for Payment Schedule No. 01 dated as of April 26, 2022 (the "Escrow Agreement"), by and between Lessor, Lessee and Escrow Agent.

1.4. Lessee will timely file for each Payment Schedule issued under the Master Lease Agreement a Form 8038-G (or, if the invoice price of the Equipment under such schedule is less than \$100,000, a Form 8038-GC) relating to such Lease with the Internal Revenue Service in accordance with Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code").

1.5. The Lease is designated a "qualified tax-exempt obligation" for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended. In that regard, the Lessee is a "qualified small issuer" in that it reasonably anticipates that the Lessee and other entities that the Lessee controls will not issue tax-exempt obligations (including the Lease) the aggregate principal amount of which exceed \$10,000,000 during the calendar year in which the Lease is executed and delivered and interest commences to accrue thereunder; and that the Lease is being entered into and will be used in connection with public purposes.

Section 2. Non-Arbitrage Certifications.

2.1. The Rental Payments due under the Financing Documents will be made with monies retained in Lessee's general operating fund (or an account or subaccount therein). No sinking, debt service, reserve or similar fund or account will be created or maintained for the payment of the Rental Payments due under the Financing Documents or pledged as security therefor.

2.2. There have been and will be issued no obligations by or on behalf of Lessee that would be deemed to be (i) issued or sold within fifteen (15) days before or after the date of issuance of the Financing Documents, (ii) issued or sold pursuant to a common plan of financing with the Financing Documents and (iii) paid out of substantially the same source of funds as, or deemed to have substantially the same claim to be paid out of substantially the same source of funds as, the Financing Documents.

2.3. Lessee does not and will not have on hand any funds that are or will be restricted, segregated, legally required or otherwise intended to be used, directly or indirectly, as a substitute, replacement or separate source of financing for the Equipment.

2.4. No portion of the Principal Amount is being used by Lessee to acquire investments which produce a yield materially higher than the yield realized by Lessor from Rental Payments received under the Financing Documents.

2.5. The Principal Amount does not exceed the amount necessary for the governmental purpose for which the Financing Documents were entered into. Such funds are expected to be needed and fully expended for payment of the costs of acquiring, equipping and installing the Equipment.

2.6. Lessee does not expect to convey, sublease or otherwise dispose of the Equipment, in whole or in part, at a date which is earlier than the final Payment Date under the Financing Documents.

Section 3. Disbursement of Funds; Reimbursement to Lessee.

3.1 It is contemplated that the entire Principal Amount will be used to pay the acquisition cost of Equipment to the vendors or manufacturers thereof or for any financial advisory or closing costs, provided that, if applicable, a portion of the principal amount may be paid to Lessee as reimbursement for acquisition cost payments already made by it so long as the conditions set forth in Section 3.2 below are satisfied.

3.2. Lessee shall not request that it be reimbursed for Equipment acquisition cost payments already made by it unless each of the following conditions have been satisfied:

(a) If applicable, Lessee adopted a resolution or otherwise declared its official intent in accordance with Treasury Regulation § 1.150-2 (a copy of which will be provided to Lessor, if applicable, the "Declaration of Official Intent"), wherein Lessee expressed its intent to be reimbursed from the proceeds of a borrowing for all or a portion of the cost of the Equipment, which expenditure was paid to the Vendor (as defined in the Master Lease Agreement) not earlier than sixty (60) days before Lessee adopted the Declaration of Official Intent;

(b) The reimbursement being requested will be made by a written allocation before the later of eighteen (18) months after the expenditure was paid or eighteen (18) months after the items of Equipment to which such payment relates were placed in service;

(c) The entire payment with respect to which reimbursement is being sought is a capital expenditure, being a cost of a type properly chargeable to a capital account under general federal income tax principles; and

(d) Lessee will use any reimbursement payment for general operating expenses and not in a manner which could be construed as an artifice or device under Treasury Regulation § 1.148-10 to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements.

Section 4. Use and Investment of Funds; Temporary Period.

4.1. Lessee has incurred or will incur, within six (6) months from the date of issuance of the Financing Documents, binding obligations to pay an amount equal to at least five percent (5%) of the Principal Amount toward the costs of the Equipment. An obligation is not binding if it is subject to contingencies within Lessee's control. The ordering and acceptance of the items of Equipment will proceed with due diligence to the date of final acceptance of the Equipment.

4.2. An amount equal to at least eighty-five percent (85%) of the Principal Amount will be expended to pay the cost of the Equipment by the end of the three-year period commencing on the date of this Certificate. No portion of the Principal Amount will be used to acquire investments that do not carry out the governmental purpose of the Financing Documents and that have a substantially guaranteed yield of four (4) years or more.

4.3.(a) Lessee covenants and agrees that it will rebate an amount equal to excess earnings on the Principal Amount deposited under the Escrow Agreement to the Internal Revenue Service if required by, and in accordance with, Section 148(f) of the Code, and make the annual determinations and maintain the records required by and otherwise comply with the regulations applicable thereto. Lessee reasonably expects to cause the Equipment to be acquired by November 30, 2023.

(b) Lessee will provide evidence to Lessor that the rebate amount has been calculated and paid to the Internal Revenue Service in accordance with Section 148(f) of the Code unless (i) the entire Principal Amount is expended on the Equipment by the date that is the six-month anniversary of the Financing Documents or (ii) the Principal Amount is expended on the Equipment in accordance with the following schedule: At least fifteen percent (15%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within six months from the date of issuance of the Financing Documents; at least sixty percent (60%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment within 12 months from the date of issuance of the Financing Documents; and one hundred percent (100%) of the Principal Amount and interest earnings thereon will be applied to the cost of the Equipment prior to eighteen (18) months from the date of issuance of the Financing Documents.

(c) Lessee hereby covenants that (i) Lessee is a governmental unit with general tax powers; (ii) the Lease is not a "private activity bond" under Section 141 of the Code; (iii) at least ninety-five percent (95%) of the Principal Amount is used for the governmental activities of Lessee; and (iv) the aggregate principal amount of all tax-exempt obligations (including the Lease) issued by Lessee and its subordinate entities, if any, during the current calendar year is not reasonably expected to exceed \$10,000,000. Accordingly, the rebate requirements of Section 148(f) of the Code are treated as being met, in lieu of the spending exceptions set forth in paragraph (b) above.

Section 5. Escrow Account.

The Financing Documents provide that the monies deposited in escrow shall be invested until payments to the vendor(s) or manufacturer(s) of the Equipment are due. Lessee will ensure that such investment will not result in Lessee's obligations under the Financing Documents being treated as an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively. Any monies which are earned from the investment of these funds shall be labeled as interest earned. All such monies will be disbursed on or promptly after the date that Lessee accepts the

Equipment. Lessee acknowledges that the provisions of Sections 2 and 4 herein are particularly applicable when the Principal Amount is funded into an Escrow Fund subject to the Escrow Agreement.

Section 6. No Private Use; No Consumer Loan.

6.1. Lessee will not exceed the private use restrictions set forth in Section 141 of the Code. Specifically, Lessee will not permit more than 10% of the Principal Amount to be used for a Private Business Use (as defined herein) if, in addition, the payment of more than ten percent (10%) of the Principal Amount plus interest earned thereon is, directly or indirectly, secured by (i) any interest in property used or to be used for a Private Business Use or (ii) any interest in payments in respect of such property or derived from any payment in respect of property or borrowed money used or to be used for a Private Business Use.

6.2. In addition, if both (A) more than five percent (5%) of the Principal Amount is used as described above with respect to Private Business Use and (B) more than five percent (5%) of the Principal Amount plus interest earned thereon is secured by Private Business Use property or payments as described above, then the excess over such five percent (5%) (the "Excess Private Use Portion") will be used for a Private Business Use related to the governmental use of the Equipment. Any such Excess Private Use Portion of the Principal Amount will not exceed the portion of the Principal Amount used for the governmental use of the particular project to which such Excess Private Use Portion is related. For purposes of this paragraph 6.2, "Private Business Use" means use of bond proceeds or bond financed-property directly or indirectly in a trade or business carried on by a natural person or in any activity carried on by a person other than a natural person, excluding, however, use by a state or local governmental unit and excluding use as a member of the general public.

6.3. No part of the Principal Amount or interest earned thereon will be used, directly or indirectly, to make or finance any loans to non-governmental entities or to any governmental agencies other than Lessee.

Section 7. No Federal Guarantee.

7.1. Payment of the principal or interest due under the Financing Documents is not directly or indirectly guaranteed, in whole or in part, by the United States or an agency or instrumentality thereof.

7.2. No portion of the Principal Amount or interest earned thereon shall be (i) used in making loans the payment of principal or interest of which are to be guaranteed, in whole or in part, by the United States or any agency or instrumentality thereof, or (ii) invested, directly or indirectly, in federally insured deposits or accounts if such investment would cause the financing under the Financing Documents to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 8. Miscellaneous.

8.1. Lessee shall keep a complete and accurate record of all owners or assignees of the Financing Documents in form and substance satisfactory to comply with the registration requirements of Section 149(a) of the Code unless Lessor or its assignee agrees to act as Lessee's agent for such purpose.

8.2. Lessee shall maintain complete and accurate records establishing the expenditure of the Principal Amount and interest earnings thereon for a period of five (5) years after payment in full under the Financing Documents.

8.3. To the best of the undersigned's knowledge, information and belief, the above expectations are reasonable and there are no other facts, estimates or circumstances that would materially change the expectations expressed herein.

8.4. The Lessee's Tax Identification Number is: 77-0538466.

IN WITNESS WHEREOF, this Post-Issuance Tax Compliance Procedures Certificate has been executed on behalf of Lessee as of April 26, 2022

SAN MIGUEL COMMUNITY SERVICES DISTRICT, As Lessee

By: _____

Name: Scott Young

Title: Assistant Fire Chief

[Signature Page to Post-Issuance Tax Compliance Procedures]

EXHIBIT H
ESCROW AGREEMENT

LESSOR:
Holman Capital Corporation
25201 Paseo de Alicia, Suite 290
Laguna Hills, CA 92653

ESCROW AGENT:
Community Bank of Santa Maria
PO Box 5307
Santa Maria, CA 93456

LESSEE:
San Miguel Community Services District
1150 Mission Street
San Miguel, CA 93451

THIS ESCROW AGREEMENT (this "*Escrow Agreement*") is made as of April 26, 2022, between Holman Capital Corporation ("*Lessor*"), the San Miguel Community Services District ("*Lessee*"), and Community Bank of Santa Maria (the "*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Payment Schedule No. 01 (the "*Payment Schedule*") under that Master Lease Purchase Agreement dated April 26, 2022 (the "*Master Lease Agreement*"). The Payment Schedule and Master Lease Agreement are jointly referred to herein as the "*Lease*." The Lease contemplates that certain Equipment described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof.

After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Lease.

The Lease contemplates that Lessor will deposit with the Escrow Agent cash in the amount of \$274,378.95 (the "*Deposit Amount*"), for deposit into the escrow fund (the "*Escrow Fund*"), to be held in escrow by the Escrow Agent and applied on the express terms and conditions set forth herein. Such deposit into the Escrow Fund, together with all interest and additions received with respect thereto, is to be applied from time to time to pay the vendor(s) or manufacturer(s) of the Equipment its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee). The Escrow Fund is to be held for the account and benefit of Lessee, and Lessee has granted to Lessor a first priority and perfected lien on and security interest in the Escrow Fund and any all proceeds, interest and other earnings thereon and investments therein to the Lessor by virtue of the execution of this Escrow Agreement and the Lease without the need for any additional filings or financing statements.

The parties desire to set forth the terms on which the escrow is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, the parties agree as follows:

1. The Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. The Escrow Agent agrees that the Escrow Fund shall be held irrevocably in trust for the account and benefit of Lessee and all interest earned with respect to the Escrow Fund shall accrue to the benefit of Lessee and shall be applied as expressly set forth herein.

To the limited extent required to perfect the first, priority security interest granted by Lessee to Lessor in the cash and negotiable instruments from time to time held in the Escrow Fund, Lessor hereby appoints the Escrow Agent as its security agent, and the Escrow Agent hereby accepts the

appointment as security agent, and agrees to hold physical possession of such cash and negotiable instruments on behalf of Lessor.

2. On such day as determined to the mutual satisfaction of the parties pursuant to the terms of the Payment Schedule (the "Commencement Date"), Lessor shall deposit with the Escrow Agent cash in the amount of the Deposit Amount to be held by the Escrow Agent on the express terms and conditions set forth herein. The Escrow Agent agrees to accept the deposit of the Deposit Amount by Lessor with the Escrow Agent, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto in escrow on the express terms and conditions set forth herein.
3. The Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments held in the Escrow Fund from time to time shall be held or registered in the name of the Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).
4. Lessee hereby directs the Escrow Agent to invest the cash held in the Escrow Fund from time to time in a Community Bank of Santa Maria non-interest bearing demand deposit account with no fees or costs or, in the event such fund is not at the time available, such other investments as Lessee may specify in writing, to the extent the same are at the time legal for investment of the funds being invested. Interest or other amounts earned and received by the Escrow Agent with respect to the Escrow Fund shall be deposited in and become a part of the Escrow Fund. No investment shall be made that would cause the Lease to be deemed to be an arbitrage bond within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended.
5. Lessor and Lessee hereby authorize the Escrow Agent to take the following actions with respect to the Escrow Fund:
 - a. From time to time, the Escrow Agent shall pay the vendor or manufacturer of the Equipment payments then due and payable, or reimburse Lessee for amounts that it has paid to the vendor or manufacturer of the Equipment, upon receipt of the following: (a) a duly executed Certificate of Acceptance and Payment Request in the form attached as Exhibit A hereto, (b) the vendor(s) or manufacturer(s) invoice(s) specifying the acquisition price of the Equipment described in the requisition request, and (c) any additional documentation required by Lessor.
 - b. If Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default or an Event of Nonappropriation by Lessee under the Master Lease Agreement or Payment Schedule, the Escrow Agent shall thereupon promptly remit to Lessor the entire balance of the Escrow Fund.
 - c. Upon receipt by the Escrow Agent of a duly executed Certificate of Acceptance and Payment Request identified as the final such request, the Escrow Agent shall transfer the then remaining balance of the Escrow Fund to Lessee, upon the express condition that Lessee hereby agrees to use such excess amount solely for capital expenditures as shall be approved by Lessee or, at the written direction of Lessee, for application against the interest component of the Lessee's payment obligation under the Lease, as provided therein, unless otherwise agreed by Lessor.
6. The Escrow Agent shall have no liability for acting upon any written instruction presented by Lessee and Lessor in connection with this Escrow Agreement that the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection

with this Escrow Agreement except for its own gross negligence, willful misconduct, or bad faith. The Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made pursuant to Section 4.

7. To the extent authorized by law, Lessee hereby agrees to indemnify and save the Escrow Agent harmless against any liabilities that it may incur in the exercise and performance of its powers and duties hereunder and that are not due to the Escrow Agent's gross negligence or willful misconduct. No indemnification will be made under this Section or elsewhere in this Escrow Agreement for damages arising solely out of gross negligence, willful misconduct, or bad faith by the Escrow Agent, its officers, agents, employees, successors or assigns.
8. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of the successor Escrow Agent. The substitution of another bank or trust company to act as Escrow Agent under this Escrow Agreement may occur by written agreement of Lessor and Lessee. In addition, the Escrow Agent may be removed at any time, with or without cause, by instrument in writing executed by Lessor and Lessee. Such notice shall set forth the effective date of the removal. In the event of any resignation or removal of the Escrow Agent, a successor Escrow Agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Such successor Escrow Agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee and the predecessor Escrow Agent.

Upon the effective date of resignation or removal, the Escrow Agent will transfer the Escrow Fund then held by it to the successor Escrow Agent selected by Lessor and Lessee.

9. This Escrow Agreement shall terminate upon receipt by the Escrow Agent of the written notice from Lessor specified in Section 5(b) or Section 5(c) hereof.
10. All notices hereunder shall be in writing, sent by certified mail, return receipt requested, or by mutually recognized overnight carrier addressed to the other party at its respective address shown on page 1 of this Escrow Agreement or at such other address as such party shall from time to time designate in writing to the other parties; and shall be effective on the date of receipt.
11. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of the Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor and Lessee.
12. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification, or change of terms hereof shall bind any party unless in writing signed by all parties.
13. The Escrow Agent may employ agents, attorneys and accountants in connection with its duties hereunder and shall not be liable for any action taken or omitted in good faith in accordance with the advice of counsel, accountants, or other skilled persons.
14. This Escrow Agreement shall be governed by and be construed and interpreted in accordance with the internal laws of the State of California.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

LESSOR: HOLMAN CAPITAL CORPORATION

LESSEE: SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: _____

Name: Lance S. Holman
Title: President & CEO

By: _____

Name: Scott Young
Title: Assistant Fire Chief

ESCROW AGENT: COMMUNITY BANK OF SANTA MARIA

By: _____

Name: Lisa Canale
Title: EVP, Chief Credit Officer

[Signature Page to Escrow Agreement]

EXHIBIT A TO ESCROW AGREEMENT

CERTIFICATE OF ACCEPTANCE AND PAYMENT REQUEST

The following payment request is directed to Community Bank of Santa Maria (the “Escrow Agent”), as escrow agent under that certain Escrow Agreement dated April 26, 2022 (the “Escrow Agreement”), between the San Miguel Community Services District (“Lessee”), Holman Capital Corporation (“Lessor”), and the Escrow Agent. Because Holman Capital Corporation has assigned all of its right, title, and interest in and to the Escrow Agreement to Community Bank of Santa Maria, all references herein to “Lessor” shall mean Community Bank of Santa Maria.

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under the Escrow Agreement the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee). The equipment described below is part or all of the Equipment leased pursuant to that certain Payment Schedule No. 01 (the “Payment Schedule”) executed pursuant to the Master Lease Purchase Agreement dated April 26, 2022 (the “Master Lease Agreement”), between Lessor and Lessee:

QUANTITY	DESCRIPTION OF UNITS OF EQUIPMENT	AMOUNT	PAYEE
----------	--------------------------------------	--------	-------

Lessee hereby certifies and represents to and agrees with Lessor as follows with respect to the Equipment described above: (i) the Equipment has been delivered to the location(s) set forth in the Payment Schedule; (ii) a present need exists for the Equipment, which need is not temporary or expected to diminish in the near future; (iii) the Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee’s authority; (iv) the estimated useful life of the Equipment based upon the manufacturer’s representations and Lessee’s projected needs is not less than the term of the Payment Schedule; (v) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate; (vi) the Equipment is covered by insurance in the types and amounts required by the Master Lease Agreement; (vii) no Event of Default or Event of Nonappropriation, as those terms are defined in the Master Lease Agreement, and no event that with the giving of notice or lapse of time or both, would become an Event of Default or an Event of Nonappropriation, has occurred and is continuing on the date hereof; and (viii) sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Payment Schedule during Lessee’s current Fiscal Year.

Based on the foregoing, the Escrow Agent is hereby authorized and directed to fund the acquisition of the Equipment set forth above by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices from the Escrow Fund held under the Escrow Agreement in accordance with its terms.

The following documents are attached hereto and made a part hereof: (a) Original Invoice(s) and (b) Copies of Certificate(s) of Ownership, designating Lessor as legal owner, and evidence of filing.

IF REQUEST IS FINAL REQUEST, CHECK HERE . The undersigned hereby certifies that the items of Equipment described above, together with the items of Equipment described in and accepted by Certificates of Acceptance and Payment Requests previously filed by Lessee with Lessor constitute all of the Equipment subject to the Payment Schedule.

Date: _____

Approved:

COMMUNITY BANK OF SANTA MARIA, as Lessor

**SAN MIGUEL COMMUNITY SERVICES DISTRICT,
as Lessee**

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

SCHEDULE A TO ESCROW AGREEMENT:

NOTICE AND ACKNOWLEDGEMENT OF
ASSIGNMENT OF ESCROW AGREEMENT

Holman Capital Corporation ("Lessor"), San Miguel Community Services District ("Lessee"), and Community Bank of Santa Maria ("Escrow Agent") have entered into an Escrow Agreement dated April 26, 2022 (the "Escrow Agreement"), pursuant to which Lessor, or its Assignee (as defined below), has deposited cash into the Escrow Fund established thereunder, which funds are to be used by Lessee to acquire certain Equipment.

Escrow Agent is hereby notified that Lessor has assigned all of its right, title, and interest in and to, but not its obligations under, the Escrow Agreement to Community Bank of Santa Maria ("Assignee"), including, in particular, but without limitation, Lessor's security interest in the Escrow Fund and Lessor's right to approve all payment requests submitted by Lessee.

Date: April 26, 2022

LESSOR: HOLMAN CAPITAL CORPORATION

**LESSEE: SAN MIGUEL COMMUNITY SERVICES
DISTRICT**

By: _____

**Name: Lance S. Holman
Title: President & CEO**

By: _____

**Name: Scott Young
Title: Assistant Fire Chief**

ESCROW AGENT: COMMUNITY BANK OF SANTA MARIA

By: _____

**Name: Lisa Canale
Title: EVP, Chief Credit Officer**

EXHIBIT I
RESOLUTION OF LESSEE

EXHIBIT J

UCC-1 FINANCING STATEMENT

EXHIBIT K

IRS FORM 8038-G

[To be prepared by Holman Capital Corporation]

EXHIBIT L

CLOSING MEMORANDUM

\$274,378.95 LEASE FOR MODULAR BUILDING PROJECT

PURSUANT TO PAYMENT SCHEDULE NO. 01 ISSUED UNDER THE MASTER LEASE PURCHASE AGREEMENT

DATED APRIL 26, 2022 BETWEEN SAN MIGUEL COMMUNITY SERVICES DISTRICT, AS LESSEE, AND

HOLMAN CAPITAL CORPORATION, AS LESSOR

Pre-Closing: Pre-Closing will be held at the Lessee's convenience, on or before April 22, 2022. All documents will be executed and two (2) blue ink originals will be overnighted to Holman Capital Corporation, Attn.: Jane Taubman, 25201 Paseo De Alicia, Laguna Hills, CA 92653, for delivery no later than 9:00 am on the morning of April 22, 2022 and held in trust until such time as the wires and original documents are released by the Parties.

Closing: (1) By internal funds transfer and pending receipt of original, executed Payment Schedule and related documents, on the morning of April 26, 2022, the Investor is authorized by Lessee to transfer via internal credit the Total Equipment Cost (as set forth below) to Escrow Agent, pursuant to a general ledger credit to the Escrow Account as follows:

Bank Name:	Community Bank of Santa Maria
ABA No:	122243237
Account No:	4507844
Account Name:	San Miguel Community Services District

(2) By wire transfer and pending receipt of original, executed Payment Schedule and related documents, on the morning of April 26, 2022, the Investor is authorized by Lessee to transfer via wire the Issuance Costs (as defined below) to Lessor as follows:

Bank Name:	Citizens Business Bank
ABA Number:	122234149
Account Number:	201008281
Account Name:	Holman Capital Corporation

Holman Capital Corporation will confirm disbursement of funds to the Lessee's escrow account and then release all of the original documents held in trust to the investor and forward a copy to the Lessee. Upon conformation by Escrow Agent of the Lease Proceeds, Lessee will wire closing costs, legal fees and other amounts to the parties in accordance with the invoices attached hereto.

Sources and Uses of Funds:

Principal Amount of Lease	\$274,378.95
TOTAL SOURCES	\$274,378.95

Total Equipment Cost:	\$271,378.95
Issuance Costs:	\$3,000.00
TOTAL LEASE PROCEEDS	\$274,378.95

LESSEE: SAN MIGUEL COMMUNITY SERVICES DISTRICT

By: _____
Name: Scott Young
Title: Assistant Fire Chief

[Signature Page to Closing Memorandum]

OPINION OF LESSEE'S COUNSEL

April 26, 2022

Holman Capital Corporation
25201 Paseo de Alicia, Suite 290
Laguna Hills, CA 92653

Re: Payment Schedule No. 01 under Master Lease Purchase Agreement dated
April 26, 2022

Ladies and Gentlemen:

As counsel to the San Miguel Community Services District (the "Lessee"), I have examined the Master Lease Purchase Agreement dated April 26, 2022 and Payment Schedule No. 01, both collectively, the "*Lease Agreement*", between the Lessee and Holman Capital Corporation, as lessor ("*Lessor*"), the form of the Escrow Agreement for Payment Schedule No. 01, together with the Disbursement Request Form and Certificate of Acceptance (collectively, the "*Escrow Agreement*"), and the proceedings taken by the Governing Body of the Lessee to authorize on behalf of the Lessee the execution and delivery of the Master Lease Agreement, Payment Schedule No. 01 and the Escrow Agreement. The Master Lease Agreement, Payment Schedule No. 01 and the Escrow Agreement are herein collectively referred to as the "*Transaction Documents*." Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. The Lessee is a political subdivision of the State of California and operates under a Governing Board, and the laws of the State of California with full power and authority to enter into the Transaction Documents.

2. The Transaction Documents have each been duly authorized, executed, and delivered by the Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Transaction Documents constitute legal, valid, and binding obligations of the Lessee, enforceable against the Lessee in accordance with their respective terms, subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors' rights generally.

3. The Equipment to be leased pursuant to the Lease Agreement constitutes personal property and, when subjected to use by the Lessee, will not be a fixture under applicable law.

4. The Lessee has complied with any applicable public bidding requirements in connection with the Transaction Documents and the transactions contemplated thereby. By proper action, the Governing Body of the Lessee authorized the execution and delivery of the Transaction Documents and certain other matters, which actions were duly taken at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.

5. No litigation or proceeding is pending or, to the best of my knowledge, threatened to restrain or enjoin the execution, delivery, or performance by the Lessee of the Transaction Documents or in any way to contest the validity of the Transaction Documents, to contest or question the creation or existence of the Lessee or the Governing Body of the Lessee or the authority or ability of the Lessee to execute or deliver the Transaction Documents or to comply with or perform its obligations thereunder. There is no litigation pending or, to the best of my knowledge, threatened seeking to restrain or enjoin the Lessee from annually appropriating sufficient funds to pay the rental payments or other amounts contemplated by the Master Lease Agreement and Payment Schedule No. 01.

6. The entering into and performance of the Transaction Documents do not and will not violate any judgment, order, law, or regulation applicable to the Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest, or other encumbrance upon any assets of the Lessee or on the Equipment (as such term is defined in the Lease Agreement) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement, or other instrument to which the Lessee is a party or by which it or its assets may be bound. Notwithstanding the foregoing, upon the due and timely filing of a UCC-1 and a Title Application and/or Certificate of Title (the latter solely with respect to Equipment constituting titled vehicles), the Lessor will have a perfected security interest in the Equipment.

This opinion may be relied upon by Lessor and purchasers and assignees of Lessor's interests in the Lease Agreement.

Respectfully submitted,

White Brenner LLP

Erin M. Derwin

Erin M. Derwin

Holman Capital Corporation
Closed Transactions

Customer	Financing Term (Years)	Asset	Financing
City of Harrodsburg	10	Water Meters	\$ 1,546,199.68
City of Oroville	15	Energy Management System	\$ 3,314,640.00
City of Redlands	10	Fire Trucks	\$ 360,878.85
City of Reedley	10	Water Meters	\$ 390,000.00
City of Rialto	15	Energy Management System	\$ 2,455,000.00
City of Rialto	20	Energy Solar Project	\$ 6,109,579.88
City of Santa Ana	10	Street Lights	\$ 7,052,662.00
City of Santa Maria	10	Emergency Response System	\$ 2,280,000.00
City of Upland	20	Energy Solar Project	\$ 4,548,392.59
			\$ 28,057,353.00

PUBLIC SECTOR & NOT FOR PROFIT FINANCING SOLUTIONS

THE HOLMAN CAPITAL ADVANTAGE

- ▼ Public Sector Expertise
- ▼ 100% Financing
- ▼ Competitive Rates
- ▼ Flexible Payment Options
- ▼ Escrow Funding
- ▼ Extended Financing Terms
- ▼ Simplified Documentation
- ▼ Prompt Funding

FINANCING STRUCTURE

We offer a variety of tax-exempt debt and leasing structures to bank and non-bank qualified issuers.

- ▼ Appropriation Based Leases
- ▼ Abatement Leases
- ▼ Installment Purchase Agreements
- ▼ General Obligation Notes
- ▼ Limited GO Obligation Notes
- ▼ Revenue Notes

WHO WE FINANCE

We provide equipment, facilities, project and infrastructure financing to public sector and not-for-profit entities nationwide.

- ▼ Cities & Counties
- ▼ Colleges & Universities
- ▼ Water Districts
- ▼ Hospitals
- ▼ School Districts
- ▼ Port Authorities
- ▼ Fire Districts
- ▼ State Agencies

WHAT WE FINANCE

INFRASTRUCTURE

- ▼ Energy Efforts
- ▼ Port Facilities
- ▼ Wastewater Treatment Plants
- ▼ Renewable Energy

CAPITAL EQUIPMENT & TECHNOLOGY

- ▼ School Buses
- ▼ Maintenance Equipment
- ▼ Computer Hardware & Software
- ▼ Police, Fire & EMS Vehicles
- ▼ Public Works Equipment

FACILITIES

- ▼ Administrative Buildings
- ▼ Schools
- ▼ Public Works Yards
- ▼ Court Houses



Lance S. Holman
PRESIDENT & CEO

(949) 981-0237
Lance.Holman@HolmanCapital.com

CONTACT US TODAY!

Contact our finance specialist to learn more about our financing solutions.

HolmanCapital.com



**San Miguel Community Services District
Board of Directors
Staff Report**

April 21, 2022,

AGENDA ITEM: XI-2

SUBJECT: Fire Department Temporary Housing Unit Purchase and Installation.

RECOMMENDATION: Approve by Resolution 2022-22 authorizing the Interim General Manager/Fire Chief and/or Assistant Fire Chief to enter into a contract for the purchase and installation of the proposed Temporary Fire Department staffing housing unit including space for a Sheriff's beat station.

Background:

The San Miguel Fire Department currently shares space with the CSD Staff and is beyond workspace capacity. Additionally, the Fire Department currently lacks the ability to provide accommodations for Department Members to provide 24-hour District coverage when required. Assistant Fire Chief Scott Young has undertaken a project to obtain and provide a housing unit for District firefighters when on duty. The project will also include a "beat station" for San Luis Obispo County Sheriff's deputies to utilize within the temporary housing unit for breaks or for other incidental visits while on duty in the District. At this point, there is no plan for the housing unit to be used for the holding of any arrestees or evidence sized by deputies, even on a limited basis, nor will the housing unit contain any Sheriff's Department equipment, such as computers, firearms or other weapons.

Requests for Proposal were issued by the District in November of 2021. No bids were received. Board consensus was given at the December 16, 2021, Special Board Meeting allowing the Assistant Fire Chief to procure pricing for the individual competent required to move forward with the project outside of the RFP process.

Follow-up:

On March 30, 2022, Assistant Fire Chief Young was contacted by Manufactured Home Sales of California (MHS) in Paso Robles informing him that they were in possession of a unit that matched the original specified unit with minor changes. Costs were received for the structure including delivery and installation by MHS allowing Staff to compile a final project estimated cost.. The description and features of the housing unit are attached to this Staff Report.

Costs were received for the utility installations, design documents fees, permit fees, and site preparation cost are pending. Adequate budgetary allowances have been included within the

project cost summary including a project contingency allowance of 8%, standard within the construction industry.

All unused funds shall be utilized for payment of the first payment due in April 2023.

PROJECT COST SUMMARY.

Furnish modular home:	\$214,110.58
Electrical service:	\$ 5,885.23
Utility connections:	\$ 5,281.00
Interior furnishings:	\$ 5,000.00
Site prep allowance:	\$ 10,000.00
Permit fee allowance:	\$ 8,000.00
Permit design documents:	<u>\$ 3,000.00</u>
	Subtotal \$251,276.81

8% project contingency:	<u>\$ 20,102.14</u>
	Project Total \$271,378.95

Master Financing Agreement:	<u>\$ 3,000.00</u>
	Finance Total \$274,378.95

STAFF RECOMMENDATION.

Allow the Interim General Manager/Fire Chief or the Assistant Fire Chief to proceed with the purchase and installation of all components required for the Temporary Housing Unit, including execution of any documents associated with the purchase and installation.

FISCAL IMPACT:

Beginning in April 2023, one annual payment of \$33,576.31 shall be due and payable, and shall continue through 2032 or until the loan is paid off. The District can repay the loan early any time after the first five years with no prepayment penalty.

ATTACHMENTS:

Description and features of housing unit, as provided by MHS.

PREPARED BY: Scott Young

APPROVED BY: Rob Roberson

RESOLUTION NO. 2022-22

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN MIGUEL COMMUNITY SERVICES DISTRICT AUTHORIZING THE INTERIM
GENERAL MANAGER/FIRE CHIEF AND OR ASSISTANT FIRE CHIEF TO ENTER
INTO A CONTRACT FOR THE PURCHASE AND INSTALLATION OF THE FIRE
DEPARTMENT TEMPORARY HOUSING UNIT.**

WHEREAS, San Miguel Community Services District (“District”) has the responsibility of providing emergency services to the community of San Miguel; and .

WHEREAS, providing housing for San Miguel Fire Department Staff as well as a location for the courtesy use by the San Luis Obispo County Sheriff’s Department will provide for a higher quality of emergency services throughout the community.

WHEREAS, The San Miguel Fire Station as currently configured lacks the facilities necessary to house overnight Fire Department Staff or space for San Luis Obispo County Sheriff’s Department Staff to take breaks or utilize other amenities; and

WHEREAS, The Board of Directors wishes to provide a superior level of emergency services by the Fire Department as well as San Luis Obispo County Sheriff’s Department staff convenience: and

WHEREAS, The Board of Directors authorizes the Interim General Manager/Fire Chief and or the Assistant Fire Chief to enter into a contract for the purchase and installation of a modular structure as a Temporary Housing Unit; and

NOW THEREFORE, BE IT RESOLVED, the Board does, hereby, adopt this Resolution for purposes specified herein.

On the motion of Director _____, seconded by Director _____ and on the following roll call vote, to wit:

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAINING:**

the foregoing Resolution is hereby passed and adopted this 21ST day of April 2022.

Raynette Gregory, Board President

ATTEST:

APPROVED AS TO FORM AND CONTENT:

Rob Roberson, Interim General Manager

Douglas L. White, District General Counsel



Manufactured Home Sales of California
 2805 Theatre Drive
 Paso Robles, CA 93446
 Office: (805) 239-3460 Fax: (805) 239-3484

Estimated Cost

Date: <u>3/31/2022</u>	Salesperson: <u>Kelli Shetler</u>
Name: <u>Scott Young, San Miguel Fire Dept</u>	Email: <u>fireprevention@sanmiguelcsd.org</u>
Phone: <u>805-467-3388</u>	Cell: _____
Address: _____	
City/State/Zip: <u>San Miguel, Ca 93451</u>	
Site Address: <u>1150 Mission St.</u>	APN: _____
Park Name: _____	Space #: _____
Manufacturer: <u>Skyline</u>	Model: _____ Year: <u>2022</u>
Length: <u>44'</u> Width: <u>26'8"</u>	STK/FO: _____ Serial#: _____

Factory Options

Options as seen in lot model	\$18,452.00
Subtotal:	
7.25%	\$1,003.33
Total:	\$19,455.33

Dealer Accessories

Skirting 142' vertical	\$7,100.00
Steps (2) sets up and in **steps composite with fir rails	\$8,200.00
Non-permanent foundation included	
Taxable \$15,300.00	
Nontaxable \$0.00	
Sales Tax 7 7.25%	\$1,109.25
Total:	\$16,409.25

Base Price	Lot Model	\$177,303.00
Factory Opt		\$19,455.33
Dealer Acc		\$15,300.00
	Subtotal	\$212,058.33
Sales Tax:		\$1,109.25
STD Delivery:	Included **subject to site visit	
STD Set-Up:	Included	
Insurance:	Buyer	
Site Work:	Buyer	
Road Fees:	na	
Escrow Fees:		\$825.00
HCD Fees:		\$118.00
School Fees:	Buyer	
County/City Permit:	Buyer	
MHSOC Fee:	Buyer	
	Subtotal	\$2,052.25

Total Cash Price **\$214,110.58**

Site Info:

Set Up includes: bolting two sections together, drywall,
hook up utilities located 3' from utility location on home

Total:

Note: Prices are subject to change without notice and are subject to owner/manager approval and site inspection.

Champion Home Builders, Inc.
 1720 E. Beamer St
 WOODLAND, CA 95776
 Phone: 530-666-0974
 Fax:



Invoice
 No.: 237-A001014

Invoice Date: 03/07/22
 Order No.: SR001885
 Retailer P.O.: A001014AB
 Brand: STONE HARBOR
 Model: V3 2933
 Retail Customer: 2933 LOT MODEL
 Shipping Agent:
 Shipping County: SAN LUIS OBISPO
 FOB: Factory

Bill To: 2106CA
 Manufactured Home Sales of C
 Manufactured Home Sales of C
 PO Box 1625
 Atascadero, CA 93423

Sell To: 2106CA
 Manufactured Home Sales of CA
 Manufactured Home Sales of CA
 PO Box 1625
 Atascadero, CA 93423
 Ramon Sal Urena

Retailer Page : 1 of 2

Ship Date	Serial No.	Model Yr	Floor Size	Base House Description	
02/28/22	237-00F-H-A001014AB	2022	44'0" X 26'8"	44X27 - 2 BATH 3 BED	
Code	Option	Package	Quantity	Extended Price	
EXT WARRANTY	EXT WARRANTY THRU YR7-ASSURANT		1	0.00	
OP000114	WIRE ONLY FOR DISPOSAL		1	80.00	
OP000119	4 CYCLE DISHWASHER SS		1	620.00	
OP000123	MICRO/HOOD SS		1	410.00	
OP000182	CABINET DOOR HANDLES- <50' D/W		1	90.00	
OP000237	INTERIOR PAINT/GALLON		1	25.00	
OP000238	EXTERIOR BODY PAINT/GALLON		5	175.00	
OP000241	INT PASSAGE DOOR- EXTRA		1	185.00	
OP000304	STD CEILING LIGHT OVER W/B		4	160.00	
OP000305	DOORBELL		1	50.00	
OP000320	WIRE & BRACE ON DBL SWITCH		4	320.00	
OP000321	WIRE FOR AIR		1	145.00	
OP000522	FOUNDATION READY DBL		1	400.00	
OP000576	SPRINKLER STROBE		1	60.00	
OP000697	PLUMB FOR GAS DRYER (BOTH)		1	65.00	
OP001223	ELBOW ELEC DROP 8" FROM SDWALL		1	0.00	
OP001243	EXTERIOR TRIM PAINT/GALLON		2	70.00	
OP001327	ADDITIONAL COMMENTS		1	0.00	
OP001433	CUSTOM FLOOR PLAN		3	1,500.00	
OP001592	12 MONTH LIMITED WARRANTY		1	0.00	

THE FOLLOWING ITEMS ARE INCLUDED IN THE TOTAL INVOICE PRICE:

1. FREIGHT:
 The TOTAL INVOICE PRICE includes net freight in the amount of \$ 0 consisting of mileage charges, permits, flag cars and other associated items. The BASE PRICE of the home does [], does not [X] include freight.

2. VOLUME BENEFIT(S):
 A VEP 1 is applicable to this invoice.

3. SPECIAL BENEFIT(S):
 The TOTAL INVOICE PRICE does [], does not [X] include an amount attributable to special VEP.

4. INFORMATION
 For information about Special Benefits or Freight amounts (please specify) please write or call:
 Special Benefits or Freight, Champion Home Builders, Inc., 1720 E. Beamer St, WOODLAND, CA 95776, Phone: 530-666-0974.

Champion Home Builders, Inc. certifies that (1) this invoice is in compliance with the Truth in Invoicing Practices Statement (Statement) as approved by resolution of the Manufactured Housing Institute on September 13, 2004 (2) that the manufacturer, in preparing and certifying this invoice and any disclosures required to be made by the Statement, is providing to the best of its knowledge and belief accurate, complete, and truthful information, and that (3) the manufacturer expressly acknowledges that lenders and insurers rely on invoices and any disclosures required to be made by the Statement to make finance, insurance and purchase decisions.

OPTION TOTAL \$ 9,910.00
 MISCELLANEOUS CHARGES . . . \$ 8,542.00
 SALES TAX (IF APPLICABLE) . . . \$ 0.00

TIPS 2004 COMPLIANT
<http://www.manufacturedhousing.org/tips2004>

By:
 David Whiddon

Champion Home Builders, Inc. certifies that to the best of its knowledge and belief, this manufactured home has been inspected and is constructed in conformance with the National Manufactured Housing Construction and Safety Standards Act of 1974, as amended in effect on the date of manufacture.
 HUD Certification Label # PFS 1301708.

REV. 05/17

Some items such as tires, rims and/or axles may have been recycled after thorough inspection for safety and appearance.
 This product is made with composite wood products and other finished materials that may contain formaldehyde. These formaldehyde-containing products comply with the applicable Phase 1 and Phase 2 emission standards of 17 CA ADC § 93120.2. This product was manufactured with no added formaldehyde based resins or ULEF resins Yes ___ or NO ___. (check one)

Champion is a registered trademark of Champion Home Builders, Inc.

1720 E. Beamer St
 WOODLAND, CA 95776
 Phone: 530-666-0974
 Fax:



Invoice
 No.: 237-A001014

Invoice Date: 03/07/22
 Order No.: SR001885
 Retailer P.O.: A001014AB
 Brand: STONE HARBOR
 Model: V3 2933
 Retail Customer: 2933 LOT MODEL
 Shipping Agent:
 Shipping County: SAN LUIS OBISPO

FOB: Factory

Bill To: 2106CA
 Manufactured Home Sales of C
 Manufactured Home Sales of C
 PO Box 1625
 Atascadero, CA 93423

Sell To: 2106CA
 Manufactured Home Sales of CA
 Manufactured Home Sales of CA
 PO Box 1625
 Atascadero, CA 93423
 Ramon Sal Urena

Retailer Page : 2 of 2

Ship Date	Serial No.	Model Yr	Floor Size	Base House Description
02/28/22	237-00F-H-A001014AB	2022	44'0" X 26'8"	44X27 - 2 BATH 3 BED
Code	Option	Package	Quantity	Extended Price
OP001634	SPRINKLER BELL		1	0.00
OP001635	SPRINKLER RISER		1	0.00
OP001646	NO SHUTTERS		1	0.00
OP002262	IPP-DISCLOSURE		1	0.00
OP002276	7A WINDOW EXCHANGE SMALL		1	40.00
OP002277	7A WINDOW EXCHANGE MEDIUM		7	1,085.00
OP002282	H/S 7A EXTRA BATHROOM WINDOW		2	530.00
OP002380	WUI-BUILD TO 7A REQS		1	0.00
OP002422	FIRE SPRINKLER UP TO 48' DW		1	3,900.00
OP001145	7A WDOS 1-PANE TEMPERED- PKG	PKG00162	1	0.00
OP001257	WUI ROOF VENTS- PKG	PKG00162	1	0.00
OP001258	NO SOFFIT VENTS- PKG	PKG00162	1	0.00

Items Invoiced, But Not Shipped.

BASE PRICE ADJ	BASE PRICE ADJSTMNT-FROM 2/28/22-LOT MODEL	187	187.00
INFLATION	INFLATION PROTECTION PLAN	7,495	7,495.00
	NO IPP CREDIT, NEW BASE PRICE 2/28/22		
ENGFEEES	SPRINKLER PRINTS	1	500.00
DUES	ASSOCIATION DUES & OTHER	1	360.00

THE FOLLOWING ITEMS ARE INCLUDED IN THE TOTAL INVOICE PRICE:

- FREIGHT:**
The TOTAL INVOICE PRICE includes net freight in the amount of \$ 0 consisting of mileage charges, permits, flag cars and other associated items. The BASE PRICE of the home does , does not include freight.
- VOLUME BENEFIT(S):**
A VEP 1 is applicable to this invoice.
- SPECIAL BENEFIT(S):**
The TOTAL INVOICE PRICE does , does not include an amount attributable to special VEP.
- INFORMATION**
For information about Special Benefits or Freight amounts (please specify) please write or call:
Special Benefits or Freight, Champion Home Builders, Inc., 1720 E. Beamer St, WOODLAND, CA 95776 ,Phone: 530-666-0974.

OPTION TOTAL \$ 9,910.00
 MISCELLANEOUS CHARGES . . . \$ 8,542.00
 SALES TAX (IF APPLICABLE) . . . \$ 0.00

Champion Home Builders, Inc. certifies that (1) this invoice is in compliance with the Truth in Invoicing Practices Statement (Statement) as approved by resolution of the Manufactured Housing Institute on September 13, 2004 (2) that the manufacturer, in preparing and certifying this invoice and any disclosures required to be made by the Statement, is providing to the best of its knowledge and belief accurate, complete, and truthful information, and that (3) the manufacturer expressly acknowledges that lenders and insurers rely on invoices and any disclosures required to be made by the Statement to make finance, insurance and purchase decisions.

TIPS 2004 COMPLIANT
<http://www.manufacturedhousing.org/tips2004>

By:
 David Whiddon

Champion Home Builders, Inc. certifies that to the best of its knowledge and belief, this manufactured home has been inspected and is constructed in conformance with the National Manufactured Housing Construction and Safety Standards Act of 1974, as amended in effect on the date of manufacture.
 HUD Certification Label # PFS 1301708.

REV. 05/17

Some items such as tires, rims and/or axles may have been recycled after thorough inspection for safety and appearance.
 This product is made with composite wood products and other finished materials that may contain formaldehyde. These formaldehyde-containing products comply with the applicable Phase 1 and Phase 2 emission standards of 17 CA ADC § 93120.2. This product was manufactured with no added formaldehyde based resins or ULEF resins Yes ___ or NO ___. (check one)

Champion is a registered trademark of Champion Home Builders, Inc.

26'-8"

44'-0"

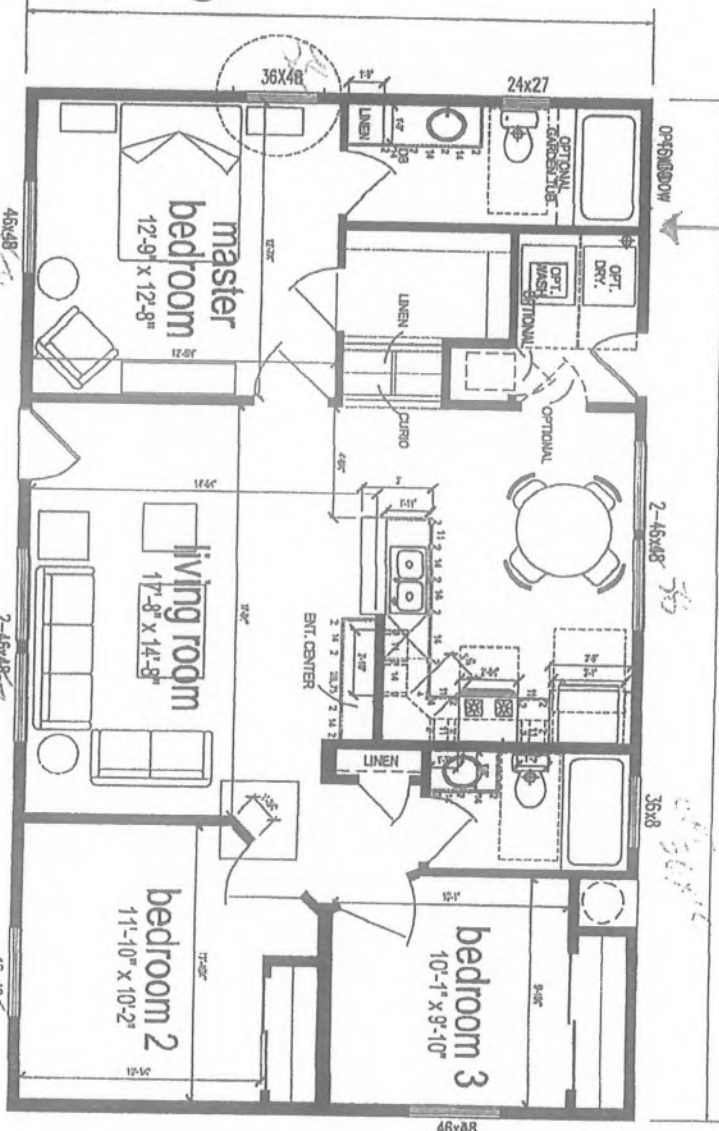
utility location
- elect panel
- water
- gas

72 x 80

J233CT

AFTER

SKYLINE®



Standard Features

Construction

Fiber Cement Siding
4" Truwood Window Trim
4" Truwood Door Trim
Truwood Fascia
30 Year Architectural Shingle
12" Residential Eaves
12" Front and Rear Overhang
2x6 Exterior Walls
2x4 Interior Walls
Insulation R19/19/11 (Free of Formaldehyde)
Low E Dual Pane Windows
3/12 Roof Pitch
36" Inswing Door with Peephole/Knocker
32" Half Light Rear Door Interior Blind
GFI Plug at Rear Door
8' flat ceilings

Interior

1/2" Drywall and 5/8" Ceiling Drywall
Knock Down Texture With Square Corners
5/8" Tongue/Groove OSB Flooring
5 1/4" Painted Baseboards
3 1/4" Painted Cove Molding
18 oz Shaw Carpet With ColorGuard
6lb. Half Inch Rebond Carpet Pad
Designer Door Casing
Wood Cased Windows
Fauxwood Window Blinds
Cambridge Style Passage Doors
4" LED Flush Lighting
Rocker Design Electrical Switches
Residential Wood Shelving Closets

Kitchen

Shaker Style Wood Door Cabinets
Soft Close Hinges
18CF Refrigerator
30" Gas Range
Drawer Over Door Construction
Adjustable Shelving Overhead Cabinets
Thinscape Countertop
Thinscape 6" Backsplash
Two Cell Deep Stainless Sink
Chrome Goose Neck Faucet
USB Receptacle
Toe Kick Registers in Kitchen
Plumbed for Ice Maker

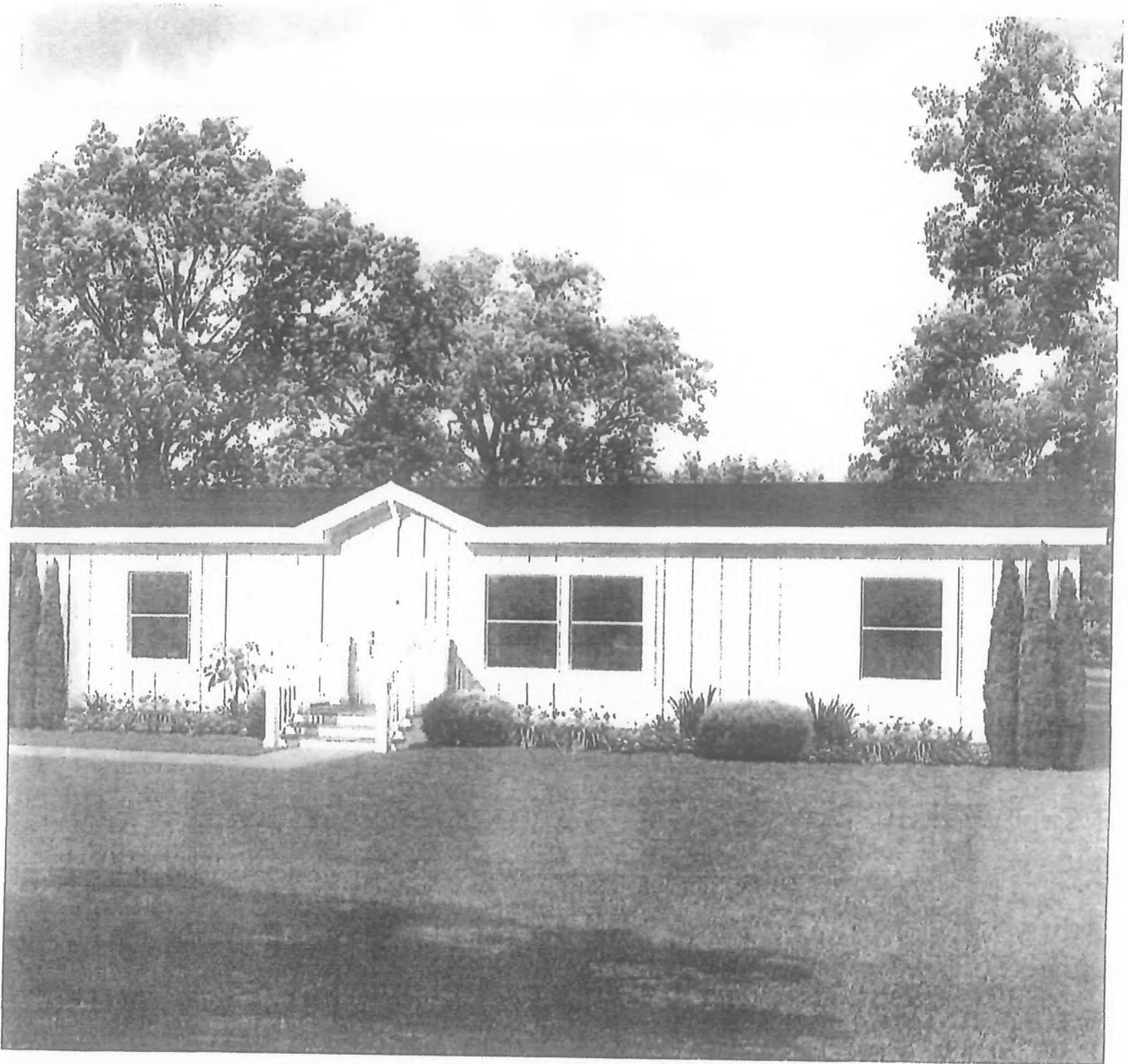
Bathrooms

Thinscape Countertop
Thinscape 6" Backsplash
One Piece Fiberglass Tub/Shower
Metal Two Handle Faucets
Oval Drop in Ceramic Sinks
Elongated Commodes
Counter Length Mirrors
Primary Bath Bank of Drawers
Towel Bar and Paper Holder

Mechanical

100 Amp Service
Wired For Electric Dryer
40 Gal Gas Water Heater
80% AFUE Rated Gas Furnace
VentilAire Attic Ventilation
Water Shutoff Valves
PEX Plumbing
Perimeter Heat Ducts in Floor
Graduated and Sealed Duct System

Elevation B





CHAMPION HOME BUILDERS, INC.

Consumer Insulation Information

Serial No. 2933 LOT MODEL

contains the following Insulation Specifications:

LOCATION	TYPE OF INSULATION (cellulose, fiberglass, etc.)	THICKNESS	"R" VALUE
FLOOR	CELLULOSE	3 1/2	11
EXTERIOR WALLS	FIBERGLASS	5 1/2	19
CEILING	CELLULOSE	5 3/4	19

This insulation information was furnished by the manufacturer of the insulation and is disclosed in compliance with the Federal Trade Commission Rule, Labeling and Advertising of Home Insulation, 16 CFR Section 460, et seq. Savings vary. Higher "R" values mean greater insulation power.

Normal construction practices and production variations such as the installation of wiring, plumbing and other systems and equipment, may cause insulation to become compressed with a resultant reduction in "R" values in those compressed areas. When the insulation is compressed over a significant percentage of its installed area, the approximate "R" value has been determined in accordance with accepted engineering practices. Moreover, due to the particular shape of any given roof, there may be certain areas (such as corners) where it is not possible to achieve the same "R" values as the rest of the roof system. Note for HUD Homes: Total insulation package complies with HUD requirements.

I hereby acknowledge by receipt of this copy which is an addendum to my sales contract. CAUTION: Insulation may have been displaced or lost in transit or handling of home. "R" values are certified by the manufacturer of insulation for thicknesses installed in this home. The "R" value of this insulation varies depending on how much it is compressed during installation. Note for HUD Homes: Overall "R" values for insulation are determined in accordance with the HUD Code, 24 C.F.R. §3280.508, et seq.

Buyer _____ Date _____

Co-Buyer _____ Date _____

Dealer/Manager _____ Date _____

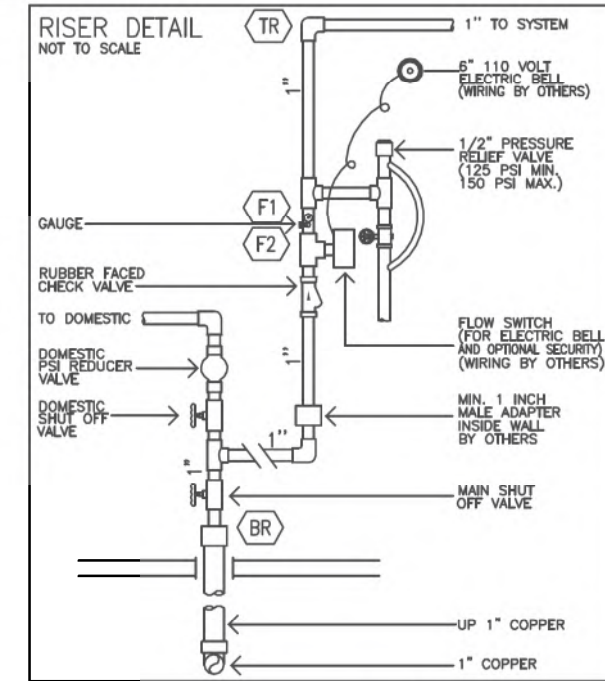
NOTES

- ALL ELEMENTS OF THIS DESIGN AND INSTALLATION ARE TO CONFORM WITH NFPA-13D, 2016 ED.
- THE WATER SUPPLY AND FEMALE ADAPTER TO BE PROVIDED BY OTHERS AT APPROX. 3'-0" A.F.F. AT THE RISER LOCATION(S) SHOWN.
- (1) 6" MIN 110 VO. ELEC. BELL AND/OR HORN SUPPLIED BY HOUSE CURRENT WILL BE MOUNTED ON THE STRUCTURES EXTERIOR. THE FLOW SWITCH WILL BE CONNECTED INTO THE ELECTRIC BELL/HORN FOR ON-SITE DEVICE ACTIVATION REPORTING.
- ALL ELECTRIC WIRING IS BY OTHERS.
- DO NOT SCALE DRAWINGS. PLEASE REFER TO DIMENSIONS AND CUT LENGTHS.
- HANGER SPACING AS FOLLOWS: 5-6 O.C. FOR 3/4 PIPE, 6-0 O.C. FOR 1" PIPE, 6-6 O.C. FOR 1-1/4 PIPE, 7-0 O.C. FOR 1-1/2 THRU 2" PIPE.
- FOR SPRINKLER HEAD SPACING AND DESIGN CRITERIA, SEE MFR'S SPECS.
- ALL INSULATION TO BE INSTALLED ABOVE OR AROUND CENTRAL BLAZEMASTER PIPING, BY OTHERS.
- THIS SYSTEM TO BE HYDROSTATICALLY TESTED AT NOT LESS THAN 100 PSI FOR 2 HOURS.
- ALL OVERHEAD SYSTEM PIPE MATERIALS TO BE CPVC.
- ALL REPLACEMENT SPRINKLERS TO BE EQUAL TO EXISTING.
- (1-0): INDICATES PIPE C.L. DIMENSION ON THE SLOPE.
- ALL PIPING TO BE 1" UNLESS NOTED OTHERWISE.
- PER NFPA 13D - 2016 SECTION 7.3.5 AND AS THE MAXIMUM AMBIENT CEILING TEMPERATURE IS EXPECTED TO EXCEED 100 DEGREES F, INTERMEDIATE TEMPERATURE RATED SPRINKLERS SHALL BE INSTALLED THROUGHOUT THE HOUSE.
- THE SPRINKLER SYSTEM TO BE HYDROSTATICALLY TESTED AT THE MANUFACTURING FACILITY FOR EACH COMPLETELY ASSEMBLED TRANSPORTABLE SECTION AT 100PSI FOR 2 HOURS WITH NO PRESSURE LOSS OR WATER LEAKAGE.

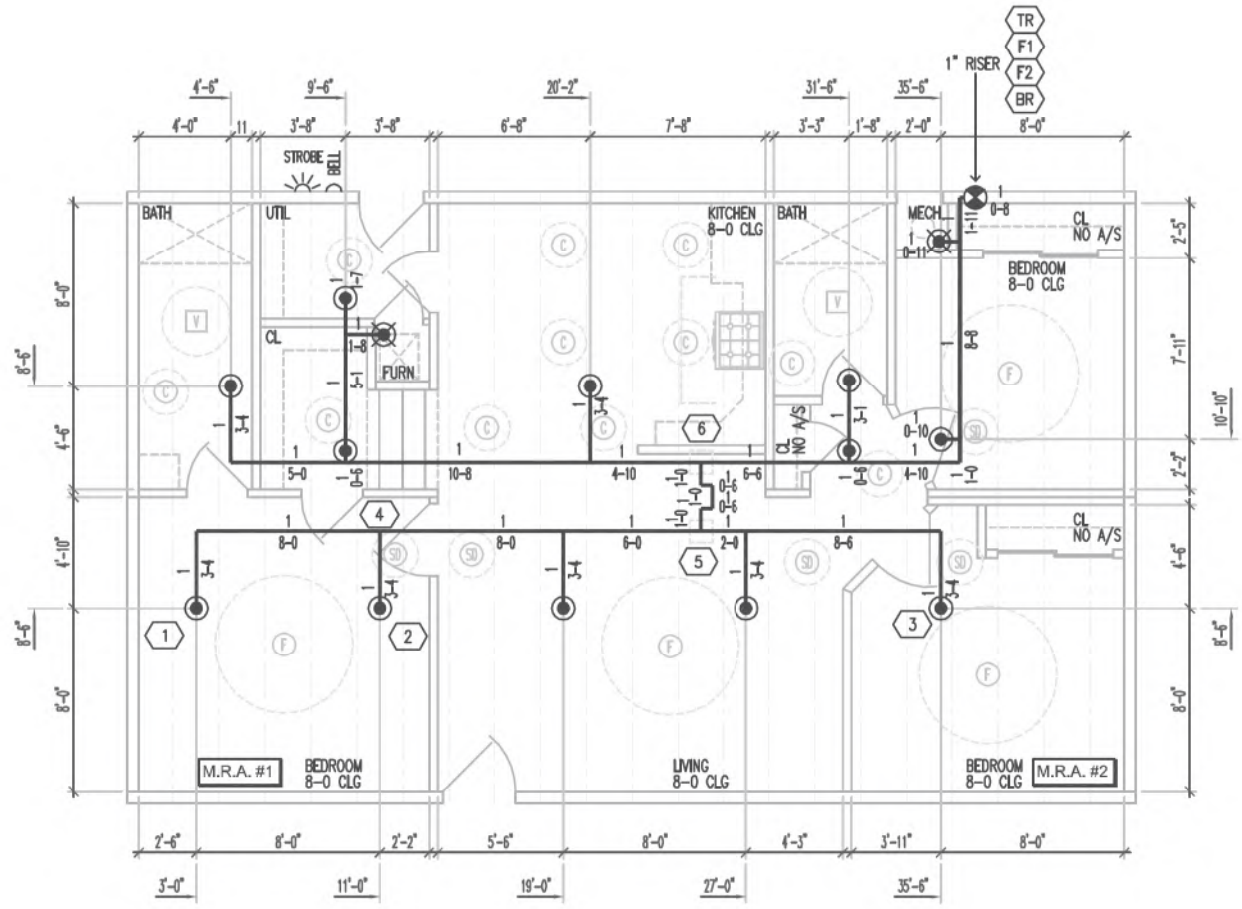
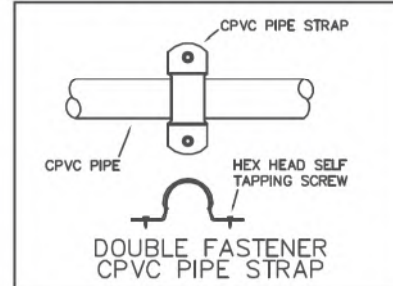
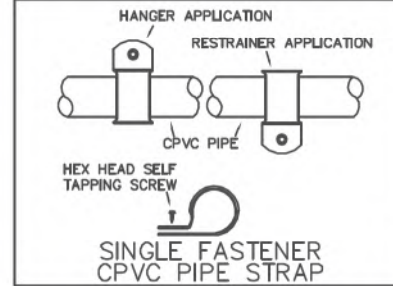
SPRINKLER LEGEND											
SYM	CNT	NAME	METAL	TEMP	K	NPT	ORIF	MFG.	MODEL#	ESCU	S. I. N.
☉	2	PEND	WHITE	175	4.90	1/2"	7/16	TYCO	LF2-REC'D	WHITE	TY2234
☉	12	PEND	WHITE	160	4.90	1/2"	7/16	TYCO	LF2-CONC'D	WHITE	TY3596
14		TOTAL HEADS									

HYDRAULIC DATA	
REMOTE AREA #1 (2 HEAD CALC 16X16 SPACING)	
OCCUPANCY CLASS	RESIDENTIAL
TOTAL HEADS FLOWING	2
K-FACTOR	4.9
TOTAL WATER REQUIRED	31.4
TOTAL PRESSURE REQUIRED	28.7

HYDRAULIC DATA	
REMOTE AREA #2 (1 HEAD CALC 16X16 SPACING)	
OCCUPANCY CLASS	RESIDENTIAL
TOTAL HEADS FLOWING	1
K-FACTOR	4.9
TOTAL WATER REQUIRED	19.3
TOTAL PRESSURE REQUIRED	20.0



DESIGN CRITERIA
 FIRE SPRINKLER SYSTEM DESIGN & INSTALLATION IN MANUFACTURED SINGLE FAMILY HOME IN COMPLIANCE WITH CALIFORNIA HEALTH AND SAFETY CODE SECTION 18015, CCR TITLE 25, ARTICLE 2.5, NFPA 13D 2016 EDITION.



FIRE SPRINKLER PIPING PLAN
 SCALE: 1/8" = 1'-0"
 NOTE: PIPE LENGTHS ARE CENTER TO CENTER

MIN WATER / PUMP REQUIREMENTS
 A MINIMUM OF 40 PSI AT 35 GPM AT THE BOTTOM OF THE FIRE SPRINKLER RISER IS REQUIRED. IF ANY LESS WATER IS PROVIDED, IT MAY RENDER THE SYSTEMS UNUSABLE.

PFS APPROVED PFS
 BASED ON THE REQUIREMENTS OF TITLE 25 CALIFORNIA CODE OF REGULATIONS CHAPTER 3 SUBCHAPTER 2 COMMERCIAL MODULAR / HUD HOME FIRE SPRINKLERS
 DATE: 4/11/2022
 EXPIRES: 7/31/2023
 APPROVAL #PFS- 22-003294
 THIS APPROVAL DOES NOT AUTHORIZE OR APPROVE ANY OMISSION OR DEVIATION FROM THE REQUIREMENTS OF STATE LAWS OR APPLICABLE LOCAL ORDINANCES
 THIS APPROVAL APPLIES TO THE FACTORY BUILT PORTION ONLY
 PFS CORPORATION - Los Angeles, California

PROJECT NAME
 SKYLINE WOODLAND
 MODEL: #1014 2933 Lot Model
 165 VOLPI YSABEL ROAD
 PASO ROBLES, CA 93446

SKYLINE SKYLINE HOMES

16211 N. Scottsdale Rd.
 Suite A-6A #431
 Scottsdale, AZ 85254
 Phone: 602-330-5893
 Website: valleyfiresprinkler.com
 Email: admin@valleyfiresprinkler.com / AZ ROC 160580 / CA 814327

VALLEY FIRE SPRINKLER

DESIGN BY:
 FIRE SPRINKLER PLAN
 DRAWN BY: HG
 01-17-2022
 SHEET
 FP-1
 OF 1

VALLEY FIRE SPRINKLER
16211 N. SCOTTSDALE RD., STE A6A #431
SCOTTSDALE, AZ 85254

HYDRAULIC CALCULATIONS

SKYLINE WOOD 1014 2933 Lot Model
AREA 1

FILE NUMBER:
DATE: JAN 18, 2022

-DESIGN DATA-

OCCUPANCY CLASSIFICATION: RESIDENTIAL
DENSITY: .05 gpm/sq. ft.
AREA OF APPLICATION: 2 HEADS
COVERAGE PER SPRINKLER: 16 X 16 FEET
NUMBER OF SPRINKLERS CALCULATED: 2 sprinklers
TOTAL SPRINKLER WATER FLOW REQUIRED: 26.4 gpm
TOTAL WATER REQUIRED (including hose): 31.4 gpm
FLOW AND PRESSURE (@ BOR): 26.4 gpm @ 28.7 psi
SPRINKLER ORIFICE SIZE: 7/16 inch
NAME OF CONTRACTOR: VALLEY FIRE SPRINKLER
DESIGN/LAYOUT BY: SPRINKLER PLANS

	APPROVED	
BASED ON THE REQUIREMENTS OF TITLE 25 CALIFORNIA CODE OF REGULATIONS CHAPTER 3 SUBCHAPTER 2 COMMERCIAL MODULAR / HUD HOME FIRE SPRINKLERS		
DATE	4/11/2022	
EXPIRES	7/31/2023	
APPROVAL # PFS-	22-003294	
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DATE: 1/18/2022

C:\DWG\DATA\SKYLINE WOOD 1014 2933 LOT MODEL-1.SDF

JOB TITLE: SKYLINE WOOD 1014 2933 Lot Model - AREA 1

WATER SUPPLY DATA

SOURCE NODE TAG	STATIC PRESS. (PSI)	RESID. PRESS. (PSI)	FLOW @ (GPM)	AVAIL. PRESS. (PSI)	TOTAL @ DEMAND (GPM)	REQ'D PRESS. (PSI)
BR	40.0		35.0	40.0	31.4	28.7

AGGREGATE FLOW ANALYSIS:

TOTAL FLOW AT SOURCE	31.4 GPM
TOTAL HOSE STREAM ALLOWANCE AT SOURCE	5.0 GPM
OTHER HOSE STREAM ALLOWANCES	0.0 GPM
TOTAL DISCHARGE FROM ACTIVE SPRINKLERS	26.4 GPM

NODE ANALYSIS DATA

NODE TAG	ELEVATION (FT)	NODE TYPE	PRESSURE (PSI)	DISCHARGE (GPM)
				26.4
				- - -
				- - -
				- - -
				13.0
2	9.0	K= 4.90	7.5	13.4
3	9.0	- - - -	10.1	- - -
4	9.5	- - - -	7.6	- - -
5	9.5	- - - -	9.9	- - -
6	9.5	- - - -	14.1	- - -

PFS APPROVED PFS

BASED ON THE REQUIREMENTS OF TITLE 25 CALIFORNIA CODE OF REGULATIONS
CHAPTER 3 SUBCHAPTER 2 COMMERCIAL MODULAR / HUD HOME FIRE SPRINKLERS

DATE **4/11/2022**

EXPIRES **7/31/2023**

APPROVAL #PFS- **22-003294**

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THIS APPROVAL APPLIES TO THE FACTORY BUILT PORTION ONLY
PFS CORPORATION - Los Angeles, California

DATE: 1/18/2022

C:\DWG\DATA\SKYLINE WOOD 1014 2933 LOT MODEL-1.SDF

JOB TITLE: SKYLINE WOOD 1014 2933 Lot Model - AREA 1

PIPE DATA

PIPE TAG		ELEV. (FT)	NOZ. (K)	PT (PSI)	DISC. (GPM)	Q (GPM)	DIA (IN)	LENGTH	PRESS.	
END NODES	VEL (FPS)					HW (C) FL/FT	(FT)	SUM. (PSI)		
Pipe: 1						-13.0	1.101 PL	11.83	PF	0.8
1		9.0	4.9	7.0	13.0	4.4	150 FTG	2E	PE	-0.2
							0.031 TL	25.83	PV	
							1.101 PL	3.83	PF	0.4
							150 FTG	E	PE	-0.2
							0.032 TL	10.83	PV	
Pipe: 3						-26.4	1.101 PL	11.83	PF	0.8
4		9.5	0.0	7.6	0.0	8.9	150 FTG	2E	PE	-0.2
5		9.5	0.0	9.9	0.0	0.000 TL	28.83	PV		
							1.101 PL	4.00	PF	4.2
							150 FTG	4ET	PE	0.0
							0.114 TL	37.00	PV	
Pipe: 5						0.0	1.101 PL	13.83	PF	0.0
3		9.0	0.0	10.1	0.0	0.0	150 FTG	2ER	PE	-0.2
5		9.5	0.0	9.9	0.0	0.000 TL	28.83	PV		
Pipe: 6						-26.4	1.101 PL	23.67	PF	5.2
6		9.5	0.0	14.1	0.0	8.9	150 FTG	E	PE	1.9
TR		9.5	0.0	19.3	0.0	0.114 TL	45.67	PV		
Pipe: 7						-26.4	1.101 PL	5.00	PF	1.4
TR		9.5	0.0	19.3	0.0	8.9	150 FTG	E	PE	1.9
F1		5.0	0.0	22.6	0.0	0.114 TL	12.00	PV		
Pipe: 8							FIXED PRESSURE LOSS DEVICE			
F2		5.0	0.0	25.6	0.0	3.0 psi,	26.4 gpm			
F1		5.0	0.0	22.6	0.0					
Pipe: 9						-26.4	1.101 PL	11.83	PF	0.8
F2		5.0	0.0	25.6	0.0	8.9	150 FTG	E	PE	1.9
BR		0.5	SRCE	28.7	(N/A)	0.000 TL	28.83	PV		

NOTES:

- (1) Calculations were performed by the HASS
 HRS Systems, Inc.
 4792 LaVista Road
 Tucker, GA 30084
- (2) The system has been calculated to provide an average imbalance at each node of 0.009 gpm and a maximum imbalance at any node of 0.077 gpm.
- (3) Total pressure at each node is used in balancing the system. Maximum water velocity is 8.9 ft/sec at pipe 9.

APPROVED

BASED ON THE REQUIREMENTS OF TITLE 25 CALIFORNIA CODE OF REGULATIONS
CHAPTER 3 SUBCHAPTER 2 COMMERCIAL MODULAR / HUD HOME FIRE SPRINKLERS

DATE **4/11/2022**

EXPIRES **7/31/2023**

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PFS CORPORATION - Los Angeles, California

DATE: 1/18/2022

C:\DWG\DATA\SKYLINE WOOD 1014 2933 LOT MODEL-1.SDF

JOB TITLE: SKYLINE WOOD 1014 2933 Lot Model - AREA 1

(4) PIPE FITTINGS TABLE

Pipe Table Name: STANDARD.PIP

PAGE: E MATERIAL: PVC150 HWC: 150

Diameter (in)	Equivalent Fitting Lengths in Feet							
	E	T	L	C	B	G	N	R
	Ell	Tee	LngEll	ChkVlv	BfyVlv	GatVlv	NP Tee	Runtee
1.101	7.00	5.00	12.00	4.00	3.00	1.00	39.00	1.00



APPROVED



BASED ON THE REQUIREMENTS OF TITLE 25 CALIFORNIA CODE OF REGULATIONS
 CHAPTER 3 SUBCHAPTER 2 COMMERCIAL MODULAR / HUD HOME FIRE SPRINKLERS

DATE **4/11/2022**
 EXPIRES **7/31/2023**

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 PFS CORPORATION - Los Angeles, California

VALLEY FIRE SPRINKLER
16211 N. SCOTTSDALE RD., STE A6A #431
SCOTTSDALE, AZ 85254

HYDRAULIC CALCULATIONS

SKYLINE WOOD 1014 2933 Lot Model
AREA 2

FILE NUMBER:
DATE: JAN 18, 2022

-DESIGN DATA-

OCCUPANCY CLASSIFICATION: RESIDENTIAL
DENSITY: .05 gpm/sq. ft.
AREA OF APPLICATION: 1 HEAD
COVERAGE PER SPRINKLER: 16 X 16 FEET
NUMBER OF SPRINKLERS CALCULATED: 1 sprinklers
TOTAL SPRINKLER WATER FLOW REQUIRED: 14.3 gpm
TOTAL WATER REQUIRED (including hose): 19.3 gpm
FLOW AND PRESSURE (@ BOR): 14.3 gpm @ 20.0 psi
SPRINKLER ORIFICE SIZE: 7/16" [REDACTED]
NAME OF CONTRACTOR: V [REDACTED]
DESIGN/LAYOUT BY: SPRINKLER PLANS

	APPROVED	
BASED ON THE REQUIREMENTS OF TITLE 25 CALIFORNIA CODE OF REGULATIONS CHAPTER 3 SUBCHAPTER 2 COMMERCIAL MODULAR / HUD HOME FIRE SPRINKLERS		
DATE	4/11/2022	
EXPIRES	7/31/2023	
APPROVAL #PFS-	22-003294	
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PFS CORPORATION - Los Angeles, California		

SPRINKLER SYSTEM HYDRAULIC ANALYSIS

DATE: 1/18/2022

C:\DWG\DATA\SKYLINE WOOD 1014 2933 LOT MODEL-2.SDF

JOB TITLE: SKYLINE WOOD 1014 2933 Lot Model - AREA 2

WATER SUPPLY DATA

SOURCE NODE TAG	STATIC PRESS. (PSI)	RESID. PRESS. (PSI)	FLOW @ (GPM)	AVAIL. PRESS. (PSI)	TOTAL @ DEMAND	REQ'D PRESS.
BR	40.0		35.0	40.0		

AGGREGATE FLOW ANALYSIS:

TOTAL FLOW AT SOURCE	19.3
TOTAL HOSE STREAM ALLOWANCE AT SOURCE	5.0 GPM
OTHER HOSE STREAM ALLOWANCES	0.0 GPM
TOTAL DISCHARGE FROM ACTIVE SPRINKLERS	14.3 GPM

NODE ANALYSIS DATA

NODE TAG	ELEVATION (FT)	NODE TYPE	PRESSURE (PSI)	DISCHARGE (GPM)
				14.3
				- - -
				- - -
				- - -
2	9.0	- - - -	9.5	- - -
				14.3
				- - -
				- - -

PFS APPROVED PFS

BASED ON THE REQUIREMENTS OF TITLE 25 CALIFORNIA CODE OF REGULATIONS
CHAPTER 3 SUBCHAPTER 2 COMMERCIAL MODULAR / HUD HOME FIRE SPRINKLERS

DATE **4/11/2022**

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PFS CORPORATION - Los Angeles, California

DATE: 1/18/2022

C:\DWG\DATA\SKYLINE WOOD 1014 2933 LOT MODEL-2.SDF

JOB TITLE: SKYLINE WOOD 1014 2933 Lot Model - AREA 2

PIPE DATA

PIPE TAG	END	ELEV.	NOZ.	PT	DISC.	Q (GPM)	DIA (IN)	LENGTH	PRESS.
	NODES	(FT)	(K)	(PSI)	(GPM)	VEL (FPS)	HW (C) FL/FT	(FT)	SUM. (PSI)
Pipe: 1						0.0	1.101 PL	11.83	PF 0.0
1		9.0	0.0	9.5	0.0	0.0	150 FTG	2E	PE -0.2
4		9.5	0.0	9.3	0.0				
Pipe: 2						0.0	1.101 PL	11.83	PF 0.0
2		9.0	0.0	9.5	0.0	0.0	150 FTG	2E	PE -0.2
4		9.5	0.0	9.3	0.0				
Pipe: 3						0.0	1.101 PL	14.00	PF 0.0
4		9.5	0.0	9.3	0.0	0.0	150 FTG	TR	PE 0.0
5		9.5	0.0	9.3	0.0		0.000 TL	20.00	PV
Pipe: 4						-14.3	1.101 PL	4.00	PF 1.3
5		9.5	0.0	9.3	0.0	4.8	150 FTG	4E	PE 0.0
6		9.5	0.0	10.6	0.0		0.036 TL	37.00	PV
Pipe: 5						-14.3	1.101 PL	13.83	PF 1.0
3		9.0	4.9	8.5	14.3	4.8	150 FTG	2ER	PE -0.2
5		9.5	0.0	9.3	0.0		0.036 TL	28.83	PV
Pipe: 6						-14.3	1.101 PL	23.67	PF 1.7
6		9.5	0.0	10.6	0.0	4.8	150 FTG	2E	PE 0.0
TR		9.5	0.0	12.3	0.0		0.036 TL	45.67	PV
Pipe: 7						-14.3	1.101 PL	5.00	PF 0.4
TR		9.5	0.0	12.3	0.0	4.8	150 FTG	E	PE 1.9
F1		5.0	0.0	14.7	0.0		0.036 TL	12.00	PV
Pipe: 8						FIXE	3.0		
F2		5.0	0.0	17.7	0.0				
F1		5.0	0.0	14.7	0.0				
Pipe: 9						-14.3	1.101 PL	17.7	PF 0.4
F2		5.0	0.0	17.7	0.0	4.8			
BR		0.5	SRCE	20.0	(N/A)		0.036 TL	17.7	PV

NOTES:

(1) Calculations were performed by the HASS computer pro

HRS Systems, Inc.
4792 LaVista Road
Tucker, GA 30084

(2) The system has been calculated to provide a pressure imbalance at each node of 0.001 gpm and a pressure imbalance at any node of 0.008 gpm.

(3) Total pressure at each node is used in balancing the system. Maximum water velocity is 4.8 ft/sec at pipe 9.

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CHAPTER 3 SUBCHAPTER 2 COMMERCIAL MODULAR / HUD HOME FIRE SPRINKLERS

DATE **4/11/2022**

EXPIRES **7/31/2023**

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PFS CORPORATION - Los Angeles, California

DATE: 1/18/2022

C:\DWG\DATA\SKYLINE WOOD 1014 2933 LOT MODEL-2.SDF

JOB TITLE: SKYLINE WOOD 1014 2933 Lot Model - AREA 2

(4) PIPE FITTINGS TABLE

Pipe Table Name: STANDARD.PIP

PAGE: E MATERIAL: PVC150 HWC: 150

Diameter (in)	Equivalent Fitting Lengths in Feet							
	E	T	L	C	B	G	N	R
	Ell	Tee	LngEll	ChkVlv	BfyVlv	GatVlv	NP Tee	Runtee
1.101	7.00	5.00	12.00	4.00	3.00	1.00	39.00	1.00



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Rapid Response Series LFII Residential 4.9 K-factor Concealed Pendent Sprinklers, Flat Plate Wet Pipe and Dry Pipe Systems

General Description

The TYCO RAPID RESPONSE Series LFII Residential 4.9 K-factor Concealed Pendent Sprinklers (TY3596) are decorative, fast response, fusible solder sprinklers designed for use in residential occupancies such as homes, apartments, dormitories, and hotels.

The cover plate assembly conceals the sprinkler operating components above the ceiling. The flat profile of the cover plate provides the optimum aesthetically appealing sprinkler design. In addition, the concealed design of the Series LFII Residential Concealed Pendent Sprinklers (TY3596) provides 1/2 inch (12,7 mm) vertical adjustment. This adjustment provides a measure of flexibility when cutting fixed sprinkler drops.

The Series LFII Residential Concealed Sprinklers are intended for use in the following scenarios:

- wet and dry pipe residential sprinkler systems for one- and two-family dwellings and mobile homes per NFPA 13D
- wet and dry pipe residential sprinkler systems for residential occupancies up to and including four stories in height per NFPA 13R
- wet and dry pipe sprinkler systems for the residential portions of any occupancy per NFPA 13

The Series LFII Residential Concealed Pendent Sprinklers (TY3596) has been designed with heat sensitivity and water distribution characteristics proven to help in the control of residential fires and to improve the chance for occupants to escape or be evacuated.

The Series LFII Residential Concealed Pendent Sprinklers (TY3596) are shipped with a Disposable Protective Cap. The Protective Cap is temporarily removed for installation, and then it can be replaced to help protect the sprinkler while the ceiling is being installed or finished. The tip of the Protective Cap can also be used to mark the center of the ceiling hole into plaster board, ceiling tiles, etc. by gently pushing the ceiling product against the Protective Cap. When the ceiling installation is complete the Protective Cap is removed and the Cover Plate Assembly installed.

Dry Pipe System Application

The Series LFII Residential Concealed Pendent Sprinklers offers a laboratory approved option for designing dry pipe residential sprinkler systems, whereas, most residential sprinklers are laboratory approved for wet systems only.

Through extensive testing, it has been determined that the number of design sprinklers (hydraulic design area) for the Series LFII Residential Concealed Pendent Sprinklers (TY3596) need not be increased over the number of design sprinklers (hydraulic design area) as specified for wet pipe sprinkler systems, as is accustomed for density/area sprinkler systems designed per NFPA 13.

Consequently, the Series LFII Residential Concealed Pendent Sprinklers offer the features of non-water filled pipe in addition to not having to increase the number of design sprinklers (hydraulic design area) for systems designed to NFPA 13, 13D, or 13R. Non-water filled pipe will permit options for areas sensitive to freezing.



NOTICE

The Series LFII Residential Concealed Pendent Sprinklers (TY3596) described herein must be installed and maintained in compliance with this document and with the applicable standards of the National Fire Protection Association, in addition to the standards of any authorities having jurisdiction. Failure to do so may impair the performance of these devices.

The owner is responsible for maintaining their fire protection system and devices in proper operating condition. The installing contractor or sprinkler manufacturer should be contacted with any questions.

Sprinkler Identification Number

TY3596

IMPORTANT

Always refer to Technical Data Sheet TFP700 for the "INSTALLER WARNING" that provides cautions with respect to handling and installation of sprinkler systems and components. Improper handling and installation can permanently damage a sprinkler system or its components and cause the sprinkler to fail to operate in a fire situation or cause it to operate prematurely.

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BASED ON THE REQUIREMENTS OF TITLE 25 CALIFORNIA CODE OF REGULATIONS
CHAPTER 3 SUBCHAPTER 2 COMMERCIAL MODULAR / HUD HOME FIRE SPRINKLERS

DATE 4/11/2022

EXPIRES 7/31/2023

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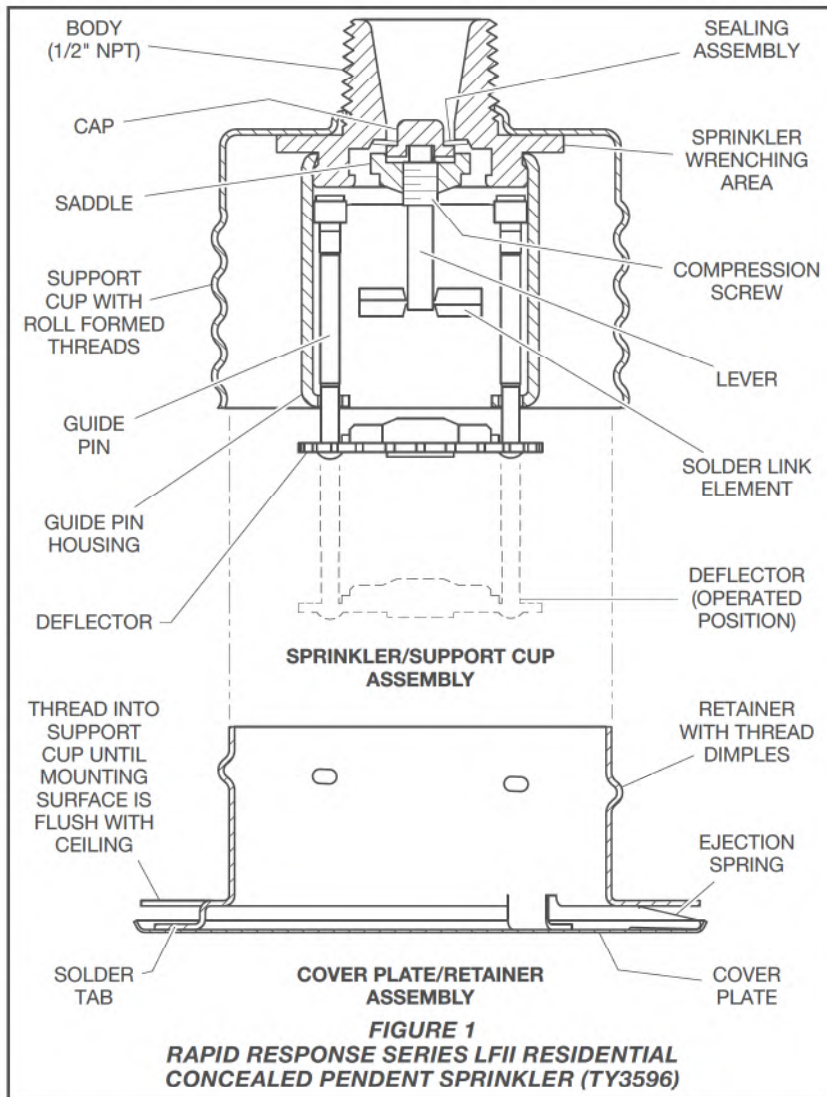


FIGURE 1
RAPID RESPONSE SERIES LFII RESIDENTIAL
CONCEALED PENDENT SPRINKLER (TY3596)

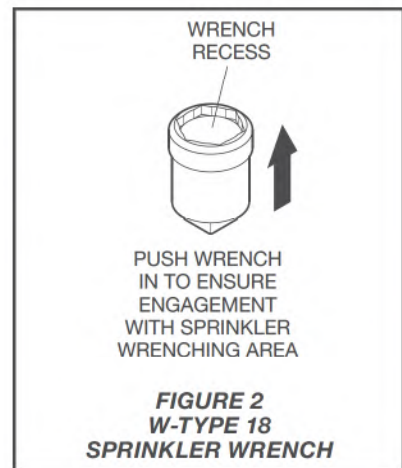


FIGURE 2
W-TYPE 18
SPRINKLER WRENCH

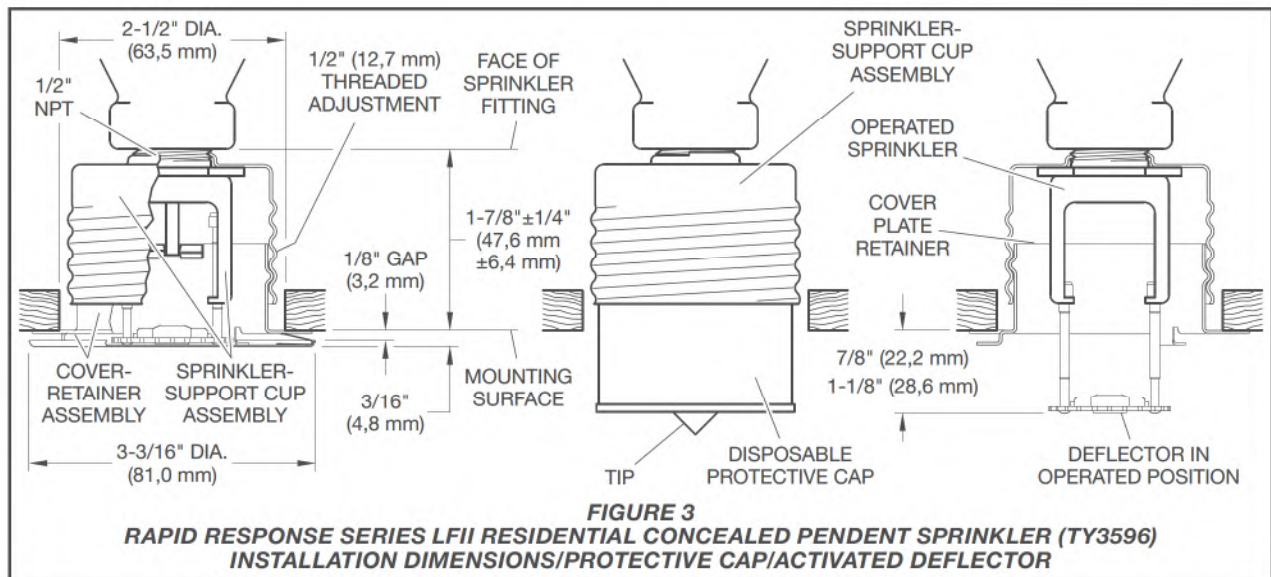


FIGURE 3
RAPID RESPONSE SERIES LFII RESIDENTIAL CONCEALED PENDENT SPRINKLER (TY3596)
INSTALLATION DIMENSIONS/PROTECTIVE CAP/ACTIVATED DEFLECTOR

Technical Data

Approvals:

UL and C-UL Listed. NYC Approved under MEA 44-03-E-2
NSF Certified to NSF/ANSI 61

The TYCO RAPID RESPONSE Series LFII Residential Concealed Pendent Sprinklers are only listed with the Series LFII Concealed Cover Plates having a factory applied finish.

Maximum Working Pressure:
175 psi (12,1 bar)

Discharge Coefficient:
K=4.9 GPM/psi^{1/2} (70,6 LPM/bar^{1/2})

Temperature Rating:
160°F (71°C) Sprinkler with
139°F (59°C) Cover Plate

Vertical Adjustment:
1/2 inch (12,7 mm)

Finishes:

Refer to Ordering Procedure section

Physical Characteristics:

Body.....	Brass
Cap.....	Bronze
Saddle.....	Brass
Sealing Assembly.....	Beryllium Nickel w/ TEFLON
Soldered Link Halves.....	Nickel Lever..... Bronze
Compression Screw.....	Brass
Deflector.....	Copper or Brass
Guide Pin Housing.....	Bronze
Guide Pins.....	Stainless Steel or Bronze
Support Cup.....	Steel
Cover Plate.....	Copper
Retainer.....	Brass
Cover Plate Ejection Spring.....	Stainless Steel

Operation

When exposed to heat from a fire, the Cover Plate, which is normally soldered to the Support Cup at three points, falls away to expose the Sprinkler Assembly. At this point the Deflector supported by the Arms drops down to its operated position. The fusible link of the Sprinkler Assembly is comprised of two link halves that are soldered together with a thin layer of solder. When the rated temperature is reached, the solder melts and the two link halves separate allowing the sprinkler to activate and flow water.

Design Criteria

The TYCO RAPID RESPONSE Series LFII Residential Concealed Pendent Sprinklers (TY3596) are UL and C-UL Listed for installation in accordance with this section.

Note: When conditions exist that are outside the scope of the provided criteria, refer to the *Residential Sprinkler Design Guide TFP490* for the manufacturer's recommendations that may be acceptable to the authority having jurisdiction.

System Types

Per the UL Listing, wet pipe and dry pipe systems may be utilized. Per the C-UL Listing, only wet pipe systems may be utilized.

Refer to Technical Data Sheet TFP485 about the use of residential sprinklers in residential dry pipe systems.

Ceiling Types

Smooth flat horizontal, or beamed, or sloped, in accordance with the 2013 Edition of NFPA 13D, 13R, or 13 as applicable.

Hydraulic Design (NFPA 13D and 13R)

For systems designed to NFPA 13D or NFPA 13R, the minimum required sprinkler flow rates are given in Tables A and B as a function of temperature rating and the maximum allowable coverage areas. The sprinkler flow rate is the minimum required discharge from each of the total number of "design sprinklers" as specified in NFPA 13D or NFPA 13R. The number of "design sprinklers" specified in NFPA 13D and 13R for wet pipe systems is to be applied when designing dry pipe systems.

Hydraulic Design (NFPA 13)

For systems designed to NFPA 13, the number of design sprinklers is to be the four most hydraulically demanding sprinklers. The minimum required discharge from each of the four sprinklers is to be the greater of the following:

- The flow rates given in Tables A and B as a function of temperature rating and the maximum allowable coverage area.
- A minimum discharge of 0.1 gpm/ft² over the "design area" comprised of the four most hydraulically demanding sprinklers for actual coverage areas protected by the four sprinklers.

The number of "design sprinklers" specified in NFPA 13 for wet pipe systems is to be applied when designing dry pipe systems.

Dry Pipe System Water Delivery

When using the Series LFII Residential Concealed Pendent Sprinklers (TY3596) in dry pipe sprinkler systems, the time for water delivery must not exceed 15 seconds for the most remote operating sprinkler.

Obstruction to Water Distribution

Sprinklers are to be located in accordance with the obstruction rules of NFPA 13D, 13R, and 13 as applicable for residential sprinklers as well as with the obstruction criteria described within the Technical Data Sheet TFP490.

Operational Sensitivity. The sprinklers are to be installed relative to the ceiling mounting surface as shown in Figure 3.

Sprinkler Spacing. The minimum spacing between sprinklers is 8 feet (2,4 m). The maximum spacing between sprinklers cannot exceed the length of the coverage area (Ref. Table A or B) being hydraulically calculated (e.g., maximum 12 feet for a 12 ft. x 12 ft. coverage area, or 20 feet for a 20 ft. x 20 ft. coverage area).

The Series LFII must not be used in applications where the air pressure above the ceiling is greater than that below. Down drafts through the Support Cup could delay sprinkler operation in a fire situation.

Maximum Coverage Area ^(a) Ft. x Ft. (m x m)	Maximum Spacing Ft. (m)	WET PIPE SYSTEM Minimum Flow and Residual Pressure ^(b, c)				
		Ordinary Temp. Rating 160°F (71°C)		Deflector to Ceiling	Installation Type	Minimum Spacing Ft. (m)
		Flow GPM (L/min)	Pressure PSI (bar)			
12 x 12 (3,7 x 3,7)	12 (3,7)	13 (49,2)	7.0 (0,48)	Smooth Ceilings 7/8 to 1-1/8 inches Beamed Ceilings per NFPA 13D or 13R, or 13. Installed in beam 7/8 to 1-1/8 inches below bottom of beam	Concealed	8 (2,4)
14 x 14 (4,3 x 4,3)	14 (4,3)	13 (49,2)	7.0 (0,48)			
16 x 16 (4,9 x 4,9)	16 (4,9)	13 (49,2)	7.0 (0,48)			
18 x 18 (5,5 x 5,5)	18 (5,5)	17 (64,3)	12.0 (0,83)			
20 x 20 (6,1 x 6,1)	20 (6,1)	20 (75,7)	16.7 (1,15)			

- (a) For coverage area dimensions less than or between those indicated, use the minimum required flow for the next highest coverage area for which hydraulic design criteria are stated.
- (b) Requirement is based on minimum flow in GPM (LPM) from each sprinkler. The associated residual pressures are calculated using the nominal K-factor. Refer to Hydraulic Design under the Design Criteria section.
- (c) For NFPA 13 residential applications, the greater of 0.1 gpm/ft² over the design area of the flow in accordance with the criteria in this table must be used.

**TABLE A
WET PIPE SYSTEM
SERIES LFII RESIDENTIAL 4.9 K-FACTOR FLAT-PLATE CONCEALED PENDENT SPRINKLER (TY3596)
NFPA 13D, 13R, AND 13 HYDRAULIC DESIGN CRITERIA**

Maximum Coverage Area ^(a) Ft. x Ft. (m x m)	Maximum Spacing Ft. (m)	DRY PIPE SYSTEM Minimum Flow and Residual Pressure ^(b, c)				
		Ordinary Temp. Rating 160°F (71°C)		Deflector to Ceiling	Installation Type	Minimum Spacing Ft. (m)
		Flow GPM (L/min)	Pressure PSI (bar)			
12 x 12 (3,7 x 3,7)	12 (3,7)	13 (49,2)	7.0 (0,48)	Smooth Ceilings 7/8 to 1-1/8 inches Beamed Ceilings per NFPA 13D or 13R, or 13. Installed in beam 7/8 to 1-1/8 inches below bottom of beam	Concealed	8 (2,4)
14 x 14 (4,3 x 4,3)	14 (4,3)	14 (53,0)	8.2 (0,57)			
16 x 16 (4,9 x 4,9)	16 (4,9)	15 (56,8)	9.4 (0,65)			
18 x 18 (5,5 x 5,5)	18 (5,5)	18 (68,1)	13.5 (0,93)			
20 x 20 (6,1 x 6,1)	20 (6,1)	21 (79,5)	18.4 (1,27)			

- (a) For coverage area dimensions less than or between those indicated, use the minimum required flow for the next highest coverage area for which hydraulic design criteria are stated.
- (b) Requirement is based on minimum flow in GPM (LPM) from each sprinkler. The associated residual pressures are calculated using the nominal K-factor. Refer to Hydraulic Design under the Design Criteria section.
- (c) For NFPA 13 residential applications, the greater of 0.1 gpm/ft² over the design area of the flow in accordance with the criteria in this table must be used.

**TABLE B
DRY PIPE SYSTEM
RAPID RESPONSE SERIES LFII RESIDENTIAL 4.9 K-FACTOR FLAT-PLATE CONCEALED PENDENT (TY3596)
NFPA 13D, 13R, AND 13 HYDRAULIC DESIGN CRITERIA**

Installation

The TYCO RAPID RESPONSE Series LFII Residential Concealed Pendent Sprinklers (TY3596) must be installed in accordance with this section.

General Instructions

Damage to the fusible Link Assembly during installation can be avoided by handling the sprinkler by the support cup only (i.e., do not apply pressure to the fusible Link Assembly).

A 1/2 inch NPT sprinkler joint should be obtained with a minimum to maximum torque of 7 to 14 ft.-lbs. (9,5 to 19,0 Nm). Higher levels of torque may distort the sprinkler inlet with consequent leakage or impairment of the sprinkler.

Do not attempt to compensate for insufficient adjustment in the Cover Plate/Retainer Assembly by under- or over-tightening the Sprinkler. Readjust the position of the sprinkler fitting to suit.

Step 1. The sprinkler must only be installed in the pendent position and with the centerline of the sprinkler perpendicular to the mounting surface.

Step 2. Remove the Protective Cap.

Step 3. With pipe thread sealant applied to the pipe threads, and using the W-Type 18 Wrench shown in Figure 2, install and tighten the Sprinkler/Support Cup Assembly into the fitting. The W-Type 18 Wrench will accept a 1/2 inch ratchet drive.

Step 4. Replace the Protective Cap by pushing it upwards until it bottoms out against the Support Cup. The Protective Cap helps prevent damage to the Deflector and Guide Pins during ceiling installation and/or during application of the finish coating of the ceiling. It may also be used to locate the center of the clearance hole by gently pushing the ceiling material against the center point of the Cap.

Note: As long as the protective Cap remains in place, the system is considered to be "Out Of Service".

Step 5. After the ceiling has been completed with the 2-1/2 inch (63 mm) diameter clearance hole and in preparation for installing the Cover Plate Assembly, remove and discard the Protective Cap, and verify that the Deflector moves up and down freely.

If the Sprinkler has been damaged and the Deflector does not move up and down freely, replace the entire Sprinkler assembly. Do not attempt to modify or repair a damaged sprinkler.

Step 6. Screw on the Cover Plate Assembly until its flange comes in contact with the ceiling.

Do not continue to screw on the Cover Plate Assembly such that it lifts a ceiling panel out of its normal position.

If the Cover Plate Assembly cannot be engaged with the Mounting Cup or the Cover Plate Assembly cannot be engaged sufficiently to contact the ceiling, the Sprinkler Fitting must be repositioned.

Care and Maintenance

The TYCO RAPID RESPONSE Series LFII Residential Concealed Pendent Sprinklers (TY3596) must be maintained and serviced in accordance with this section.

Before closing a fire protection system main control valve for maintenance work on the fire protection system which it controls, permission to shut down the affected fire protection system must be obtained from the proper authorities and all personnel who may be affected by this action must be notified.

Absence of a Cover Plate may delay the sprinkler operation in a fire situation.

When properly installed, there is a nominal 1/8 inch (3,2 mm) air gap between the lip of the Cover Plate and the ceiling, as shown in Figure 3. This air gap is necessary for proper operation of the sprinkler by allowing heat flow from a fire to pass below and above the Cover Plate to help assure appropriate release of the Cover Plate in a fire situation. If the ceiling is to be repainted after the installation of the Sprinkler, care must be exercised to ensure that the new paint does not seal off any of the air gap.

Factory painted Cover Plates must not be repainted. They should be replaced, if necessary, by factory painted units. Non-factory applied paint may adversely delay or prevent sprinkler operation in the event of a fire.

Do not pull the Cover Plate relative to the Enclosure. Separation may result.

Sprinklers which are found to be leaking or exhibiting visible signs of corrosion must be replaced.

Automatic sprinklers must never be painted, plated, coated, or otherwise altered after leaving the factory. Modified or over heated sprinklers must be replaced.

Care must be exercised to avoid damage -before, during, and after installation. Sprinklers damaged by dropping, striking, wrench twist/slippage, or the like, must be replaced.

The owner is responsible for the inspection, testing, and maintenance of their fire protection system and devices in compliance with this document, as well as with the applicable standards of the National Fire Protection Association (e.g., NFPA 25), in addition to the standards of any other authorities having jurisdiction. The installing contractor or sprinkler manufacturer should be contacted relative to any questions.

The owner must assure that the sprinklers are not used for hanging any objects and that the sprinklers are only cleaned by means of gently dusting with a feather duster; otherwise, non-operation in the event of a fire or inadvertent operation may result.

Automatic sprinkler systems should be inspected, tested, and maintained by a qualified Inspection Service in accordance with local requirements and/or national codes.

Ordering Procedure

When placing an order, indicate the full product name. Contact your local distributor for availability.

Sprinkler Assembly:

Series LFII (TY3596), K=4.9, Residential Concealed Pendent Sprinkler without Cover Plate Assembly, P/N 51-112-1-160

Cover Plate Assembly:

Cover Plate Assembly having a (specify) finish for the Series LFII (TY3596), K=4.9, Residential Concealed Pendent Sprinkler, P/N (specify)

Ivory (RAL1015) P/N 56-202-0-135
Beige (RAL1001) P/N 56-202-2-135
Pure White (b) (RAL9010) P/N 56-202-3-135
Signal White (a) (RAL9003) P/N 56-202-4-135
Grey White (RAL9002) P/N 56-202-5-135
Brown (RAL8028) P/N 56-202-6-135
Black (RAL9005) P/N 56-202-7-135
Brushed Brass P/N 56-202-8-135
Brushed Chrome P/N 56-202-9-135
Custom Paint P/N 56-202-X-135

(a) Previously known as Bright White.

(b) Eastern Hemisphere sales only.

Note: All Custom Cover Plates are painted using Sherwin Williams Interior Latex Paint. Contact TYCO Customer Service with any questions related to custom orders.

Sprinkler Wrench:

Specify: W-Type 18 Sprinkler Wrench, P/N 56-000-1-265



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RAPID RESPONSE Series LFII Residential Sprinklers 4.9 K-factor Pendent Wet Pipe and Dry Pipe Systems

General Description

The TYCO RAPID RESPONSE Series LFII Residential Pendent and Recessed Pendent Sprinklers (TY2234) are decorative, fast response, frangible bulb sprinklers designed for use in residential occupancies such as homes, apartments, dormitories, and hotels. When aesthetics and optimized flow characteristics are the major consideration, the Series LFII Residential Sprinklers (TY2234) should be the first choice.

The Series LFII Residential Sprinklers are intended for use in the following scenarios:

- wet and dry pipe residential sprinkler systems for one- and two-family dwellings and mobile homes per NFPA 13D
- wet and dry pipe residential sprinkler systems for residential occupancies up to and including four stories in height per NFPA 13R
- wet and dry pipe sprinkler systems for the residential portions of any occupancy per NFPA 13

The recessed version of the Series LFII Residential Sprinklers is intended for use in areas with finished ceilings. It employs a two-piece Style 20 Recessed Escutcheon. The Recessed Escutcheon provides 1/4 inch (6,4 mm) of recessed adjustment or up to 1/2 inch (12,7 mm) of total adjustment from the flush ceiling position. The adjustment provided by the Recessed

Escutcheon reduces the accuracy to which the pipe drops to the sprinklers must be cut.

The Series LFII Residential Sprinklers have been designed with heat sensitivity and water distribution characteristics proven to help in the control of residential fires and to improve the chance for occupants to escape or be evacuated.

Dry Pipe System Application

The Series LFII Residential Pendent and Recessed Pendent Sprinklers offers a laboratory approved option for designing dry pipe residential sprinkler systems, whereas, most residential sprinklers are laboratory approved for wet systems only.

Through extensive testing, it has been determined that the number of design sprinklers (hydraulic design area) for the Series LFII Residential Pendent and Recessed Pendent Sprinklers (TY2234) need not be increased over the number of design sprinklers (hydraulic design area) as specified for wet pipe sprinkler systems, as is accustomed for density/area sprinkler systems designed per NFPA 13.

Consequently, the Series LFII Residential Sprinklers offer the features of non-water filled pipe in addition to not having to increase the number of design sprinklers (hydraulic design area) for systems designed to NFPA 13, 13D, or 13R. Non-water filled pipe will permit options for areas sensitive to freezing.



The owner is responsible for maintaining their fire protection system and devices in proper operating condition. The installing contractor or sprinkler manufacturer should be contacted with any questions.

Sprinkler Identification Number (SIN)

TY2234

NOTICE

The Series LFII Residential Pendent and Recessed Pendent Sprinklers (TY2234), described herein must be installed and maintained in compliance with this document and the applicable standards of the National Fire Protection Association, in addition to the standards of any authorities having jurisdiction. Failure to do so may impair the performance of these devices.

IMPORTANT
Always refer to Technical Data Sheet TFP700 for the "INSTALLER WARNING" that provides cautions with respect to handling and installation of sprinkler systems and components. Improper handling and installation can permanently damage a sprinkler system or its components and cause the sprinkler to fail to operate in a fire situation or cause it to operate prematurely.

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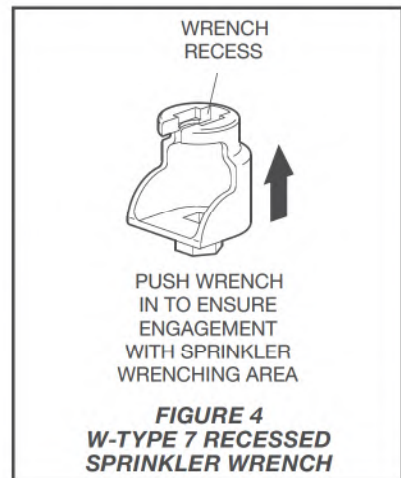
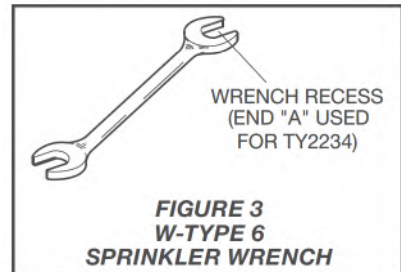
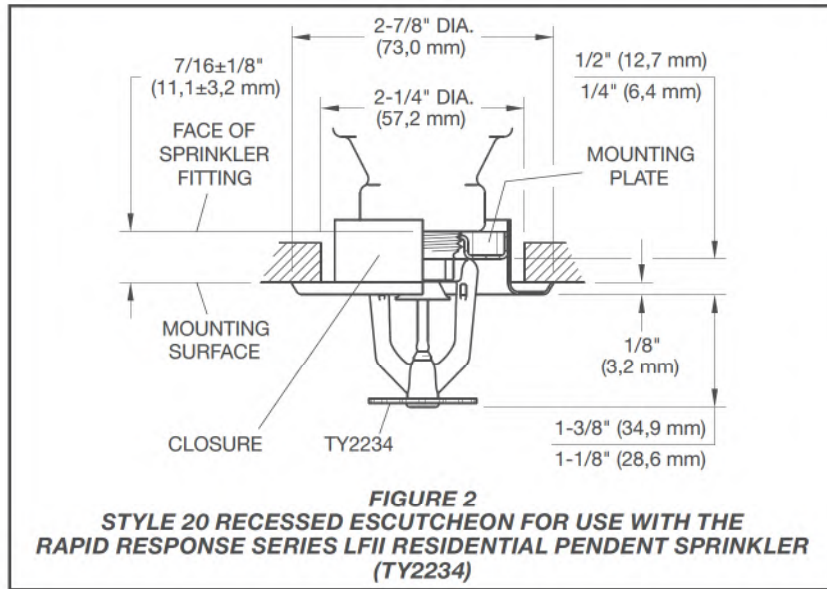
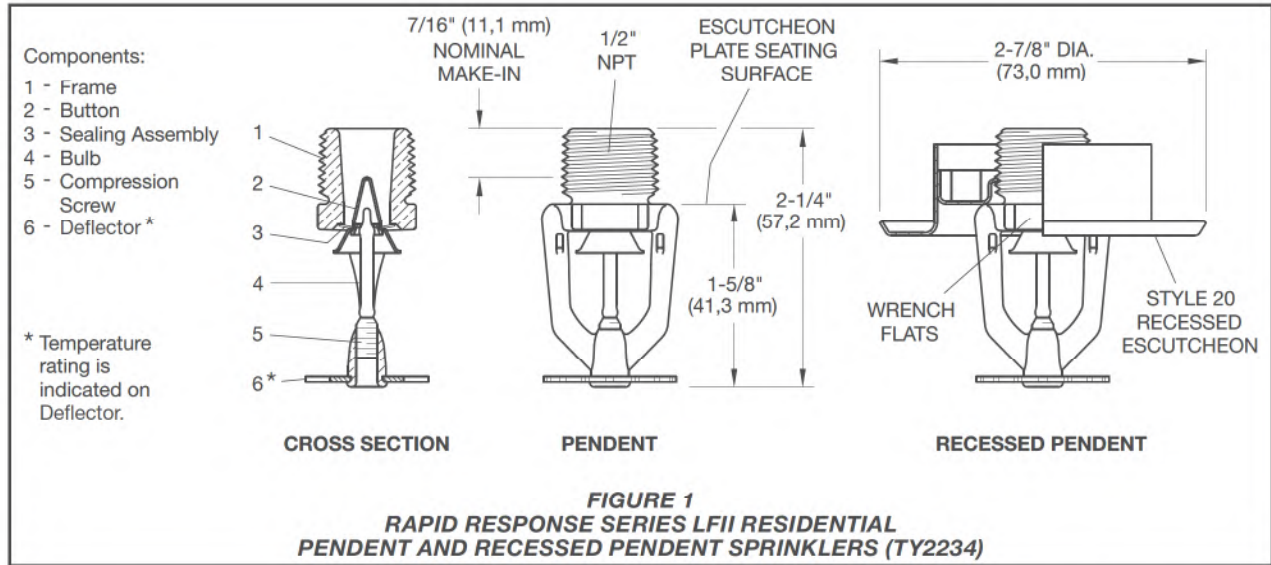
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Technical Data

Approvals

UL Listed for use with wet pipe and dry pipe systems

C-UL Listed for use only with wet pipe systems

NSF Certified to NSF/ANSI 61

For details on these approvals, refer to the Design Criteria section.

Maximum Working Pressure
 175 psi (12,1 bar)

Discharge Coefficient

K=4.9 GPM/psi^{1/2} (70,6 LPM/bar^{1/2})

Temperature Rating

155°F (68°C) or 175°F (79°C)

Finishes

Natural Brass
 Pure or Signal White
 Chrome Plated

Physical Characteristics

Frame Brass
 Button Copper
 Sealing Assembly Beryllium Nickel w/TEFLON
 Bulb (3 mm) Glass
 Compression Screw Bronze
 Deflector Bronze
 Ejection Spring Stainless Steel

Operation

The glass bulb contains a fluid that expands when exposed to heat. When the rated temperature is reached, the fluid expands sufficiently to shatter the glass bulb, allowing the sprinkler to activate and flow water.

Design Criteria

The TYCO RAPID RESPONSE Series LFII Residential Pendent and Recessed Pendent Sprinklers (TY2234) are UL and C-UL Listed for installation in accordance with this section.

Residential Sprinkler Design Guide
When conditions exist that are outside the scope of the provided criteria, refer to the Residential Sprinkler Design Guide TFP490 for the manufacturer's recommendations that may be acceptable to the local authority having jurisdiction.

System Types

Per the UL Listing, wet pipe and dry pipe systems may be utilized. Per the C-UL Listing, only wet pipe systems may be utilized.

Refer to Technical Data Sheet TFP485 for the use of residential sprinklers in residential dry pipe systems.

Ceiling Types

Smooth flat horizontal, or beamed, or sloped, in accordance with the 2013 Edition of NFPA 13D, 13R, or 13 as applicable.

Hydraulic Design (NFPA 13D and 13R)

For systems designed to NFPA 13D or NFPA 13R, the minimum required sprinkler flow rates are given in Tables A and B as a function of temperature rating and the maximum allowable coverage areas. The sprinkler flow rate is the minimum required discharge from each of the total number of "design sprinklers" as specified in NFPA 13D or NFPA 13R. The number of "design sprinklers" specified in NFPA 13D and 13R for wet pipe systems is to be applied when designing dry pipe systems.

Hydraulic Design (NFPA 13)

For systems designed to NFPA 13, the number of design sprinklers is to be the four most hydraulically demanding sprinklers. The minimum required discharge from each of the four sprinklers is to be the greater of the following:

- The flow rates given in Tables A or B as a function of temperature rating and the maximum allowable coverage area.
- A minimum discharge of 0.1 gpm/ft² over the "design area" comprised of the four most hydraulically demanding sprinklers for actual coverage areas protected by the four sprinklers.

The number of "design sprinklers" specified in NFPA 13 for wet pipe systems is to be applied when designing dry pipe systems.

Dry Pipe System Water Delivery

When using the Series LFII Residential Sprinklers (TY2234) in dry pipe sprinkler systems, the time for water delivery must not exceed 15 seconds for the most remote operating sprinkler.

Obstruction to Water Distribution

Sprinklers are to be located in accordance with the obstruction rules of NFPA 13D, 13R, and 13 as applicable for residential sprinklers as well as with the obstruction criteria described within the Technical Data Sheet TFP490.

Operational Sensitivity

Sprinklers are to be installed with a deflector-to-ceiling distance of 1-1/4 to 4 inches.

Sprinkler Spacing

The minimum spacing between sprinklers is 8 feet (2,4 m). The maximum spacing between sprinklers cannot exceed the length of the coverage area (Table A or B) being hydraulically calculated (e.g., maximum 12 feet for a 12 ft. x 12 ft. coverage area, or 20 feet for a 20 ft. x 20 ft. coverage area).

Installation

The TYCO RAPID RESPONSE Series LFII Residential Pendent and Recessed Pendent Sprinklers (TY2234) must be installed in accordance with this section:

General Instructions

Do not install any bulb type sprinkler if the bulb is cracked or there is a loss of liquid from the bulb. With the sprinkler held horizontally, a small air bubble should be present. The diameter of the air bubble is approximately 1/16 inch (1,6 mm).

A leak-tight 1/2 inch NPT sprinkler joint should be obtained by applying a minimum-to-maximum torque of 7 to 14 ft.-lbs. (9,5 to 19,0 Nm). Higher levels of torque can distort the sprinkler Inlet with consequent leakage or impairment of the sprinkler.

Do not attempt to compensate for insufficient adjustment in an Escutcheon Plate by under- or over-tightening the sprinkler. Re-adjust the position of the sprinkler fitting to suit.

Series LFII Residential Pendent Sprinklers

The Series LFII Residential Pendent Sprinklers must be installed in accordance with the following instructions.

Step 1. Install pendent sprinklers in the pendent position with the deflector parallel to the ceiling.

Step 2. With pipe thread sealant applied to the pipe threads, hand-tighten the sprinkler into the sprinkler fitting.

Step 3. Tighten the sprinkler into the sprinkler fitting using only the W-Type 6 Sprinkler Wrench (Figure 3). With reference to Figure 1, apply the W-Type 6 Sprinkler Wrench to the wrench flats.

Series LFII Residential Recessed Pendent Sprinklers

The Series LFII Residential Recessed Pendent Sprinklers must be installed in accordance with the following instructions.

Step A. Install recessed pendent sprinklers in the pendent position with the deflector parallel to the ceiling.

Step B. After installing the Style 20 Mounting Plate over the sprinkler threads and with pipe thread sealant applied to the pipe threads, hand-tighten the sprinkler into the sprinkler fitting.

(Continued on Page 5)

Max. Coverage Area (a) Ft. x Ft. (m x m)	WET PIPE SYSTEM Minimum Flow and Residual Pressure ^(b, c)				Deflector to Ceiling	Installation Type	Minimum Spacing Ft. (m)
	Ordinary Temp. Rating 155°F (68°C)		Intermediate Temp. Rating 175°F (79°C)				
	Flow GPM (L/min)	Pressure PSI (bar)	Flow GPM (L/min)	Pressure PSI (bar)			
12 x 12 (3,7 x 3,7)	13 (49,2)	7.0 (0,48)	13 (49,2)	7.0 (0,48)	Smooth Ceilings 1-1/4 to 4 inches Beamed Ceilings per NFPA 13D or 13R 1-1/4 to 1-3/4 inches below bottom of beam.	Recessed using Style 20 Escutcheon or non-recessed per NFPA 13D, 13R, or 13	8 (2,4)
14 x 14 (4,3 x 4,3)	13 (49,2)	7.0 (0,48)	13 (49,2)	7.0 (0,48)			
16 x 16 (4,9 x 4,9)	13 (49,2)	7.0 (0,48)	13 (49,2)	7.0 (0,48)			
18 x 18 (5,5 x 5,5)	17 (64,3)	12.0 (0,83)	17 (64,3)	12.0 (0,83)			
20 x 20 (6,1 x 6,1)	20 (75,7)	16.7 (1,15)	20 (75,7)	16.7 (1,15)			

- (a) For coverage area dimensions less than or between those indicated, use the minimum required flow for the next highest coverage area for which hydraulic design criteria are stated.
- (b) Requirement is based on minimum flow in GPM (LPM) from each sprinkler. The associated residual pressures are calculated using the nominal K-factor. Refer to Hydraulic Design under the Design Criteria section.
- (c) For NFPA 13 residential applications, the greater of 0.1 gpm/ft² over the design area of the flow in accordance with the criteria in this table must be used.

TABLE A
WET PIPE SYSTEM
SERIES LFII RESIDENTIAL PENDENT AND RECESSED PENDENT SPRINKLERS (TY2234)
NFPA 13D, 13R, AND 13 HYDRAULIC DESIGN CRITERIA

Maximum Coverage Area (a) Ft. x Ft. (m x m)	DRY PIPE SYSTEM Minimum Flow and Residual Pressure ^(b, c)				Deflector to Ceiling	Installation Type	Minimum Spacing Ft. (m)
	Ordinary Temp. Rating 155°F (68°C)		Intermediate Temp. Rating 175°F (79°C)				
	Flow GPM (L/min)	Pressure PSI (bar)	Flow GPM (L/min)	Pressure PSI (bar)			
12 x 12 (3,7 x 3,7)	13 (49,2)	7.0 (0,48)	13 (49,2)	7.0 (0,48)	Smooth Ceilings 1-1/4 to 4 inches Beamed Ceilings per NFPA 13D or 13R 1-1/4 to 1-3/4 inches below bottom of beam.	Recessed using Style 20 Escutcheon or non-recessed per NFPA 13D, 13R, or 13	8 (2,4)
14 x 14 (4,3 x 4,3)	14 (53,0)	8.2 (0,57)	14 (53,0)	8.2 (0,57)			
16 x 16 (4,9 x 4,9)	15 (56,8)	9.4 (0,65)	15 (56,8)	9.4 (0,65)			
18 x 18 (5,5 x 5,5)	18 (68,1)	13.5 (0,93)	18 (68,1)	13.5 (0,93)			
20 x 20 (6,1 x 6,1)	21 (79,5)	18.4 (1,27)	21 (79,5)	18.4 (1,27)			

- (a) For coverage area dimensions less than or between those indicated, use the minimum required flow for the next highest coverage area for which hydraulic design criteria are stated.
- (b) Requirement is based on minimum flow in GPM (LPM) from each sprinkler. The associated residual pressures are calculated using the nominal K-factor. Refer to Hydraulic Design under the Design Criteria section.
- (c) For NFPA 13 residential applications, the greater of 0.1 gpm/ft² over the design area of the flow in accordance with the criteria in this table must be used.

TABLE B
DRY PIPE SYSTEM
SERIES LFII RESIDENTIAL PENDENT AND RECESSED PENDENT SPRINKLERS (TY2234)
NFPA 13D, 13R, AND 13 HYDRAULIC DESIGN CRITERIA

Step C. Tighten the sprinkler into the sprinkler fitting using only the W-Type 7 Recessed Sprinkler Wrench (Figure 4). With reference to Figure 1, apply the W-Type 7 Recessed Sprinkler Wrench to the sprinkler wrench flats.

Step D. After the ceiling has been installed or the finish coat has been applied, slide on the Style 20 Closure over the Series LFII Residential Sprinkler and push the Closure over the Mounting Plate until its flange comes in contact with the ceiling.

Care and Maintenance

The TYCO RAPID RESPONSE Series LFII Residential Pendent and Recessed Pendent Sprinklers (TY2234) must be maintained and serviced in accordance with this section:

Before closing a fire protection system main control valve for maintenance work on the fire protection system that it controls, permission to shut down the affected fire protection system must be obtained from the proper authorities and notify all personnel who may be affected by this action.

Absence of the outer piece of an escutcheon, which is used to cover a clearance hole, can delay sprinkler operation in a fire situation.

The owner must assure that the sprinklers are not used for hanging any objects and that the sprinklers are only cleaned by means of gently dusting with a feather duster; otherwise, non-operation in the event of a fire or inadvertent operation may result.

Sprinklers which are found to be leaking or exhibiting visible signs of corrosion must be replaced.

Automatic sprinklers must never be painted, plated, coated, or otherwise altered after leaving the factory. Modified sprinklers must be replaced. Sprinklers that have been exposed to corrosive products of combustion, but have not operated, should be replaced if they cannot be completely cleaned by wiping the sprinkler with a cloth or by brushing it with a soft bristle brush.

Care must be exercised to avoid damage to the sprinklers - before, during, and after installation. Sprinklers damaged by dropping, striking, wrench twist/slippage, or the like, must be replaced. Also, replace any sprinkler that has a cracked bulb or that has lost liquid from its bulb. (Ref. Installation Section.)

The owner is responsible for the inspection, testing, and maintenance of their fire protection system and devices in compliance with this document, as well as with the applicable standards of the National Fire Protection Association (e.g., NFPA 25), in addition to the standards of any authorities having jurisdiction. Contact the installing contractor or sprinkler manufacturer regarding any questions.

Automatic sprinkler systems are recommended to be inspected, tested, and maintained by a qualified Inspection Service in accordance with local requirements and/or national codes.

Ordering Procedure

Contact your local distributor for availability. When placing an order, indicate the full product name and Part Number (P/N).

Sprinkler Assembly

Specify: Series LFII (TY2234), K=4.9, Residential Pendent Sprinkler, (specify) temperature rating, (specify) finish, P/N (specify).

155°F (68°C)

Natural Brass P/N 51-201-1-155
Pure White (RAL 9010)* P/N 51-201-3-155
Signal White (RAL 9003) P/N 51-201-4-155
Chrome Plated P/N 51-201-9-155

175°F (79°C)

Natural Brass P/N 51-201-1-175
Pure White (RAL 9010)* P/N 51-201-3-175
Signal White (RAL 9003) P/N 51-201-4-175
Chrome Plated P/N 51-201-9-175

*Eastern Hemisphere sales only.

Recessed Escutcheon

Specify: Style 20 Recessed Escutcheon with (specify*) finish, P/N (specify*).

*Refer to Technical Data Sheet TFP770.

Sprinkler Wrench

Specify: W-Type 6 Sprinkler Wrench, P/N 56-000-6-387.

Specify: W-Type 7 Sprinkler Wrench, P/N 56-850-4-001.

Baldwin Electric Service

7930 Santa Rosa Road
 Atascadero, Ca. 93422
 CA State Lic. 769015
 hbaldwin1213@yahoo.com

Estimate

Date	Estimate #
2/3/2022	1

Name / Address
San Miguel Community Services District P.O. Box 180 San Miguel, CA 93451

Project

Description	Qty	Rate	Total
Labor	1	3,440.00	3,440.00
Materials	1	2,445.23	2,445.23
<p>For the installation of conduit on outside wall of fire station to opposite side of station, with under ground stubbing up to a service disconnect to feed temporary housing. Installing copper wire in conduit and terminating wire at disconnect. Wire will be fed from feeders that went to old proposed living quarters.</p> <p>Price of materials are only good for 24hrs. due to current volatility of the material market.</p> <p>Any trenching will have to be done by others.</p> <p>I am willing to due the labor at time only not to exceed the estimated labor quote.</p> <p>If materials are purchase by the CSD this will also save you, which I am okay with.</p> <p>This estimate should give you a good idea of the cost to connect power to the temporary housing unit.</p>			
		Total	\$5,885.23

Fire Prevention

From: Kelly Dodds
Sent: Thursday, January 20, 2022 3:50 PM
To: Fire Prevention
Cc: Rob Roberson
Subject: RE: Temp Housing Unit

Scott

Per your request I estimate the cost to install a new sewer lateral and water lateral from the existing District mains to your Temporary Housing Unit.

I estimate that it will cost approximately \$5,281 including all materials, labor and equipment to perform the installation. If you choose to have us perform the work, it will be at time and materials to provide the best overall cost to you.

Regarding the sewer lateral. The existing sewer line in Mission street is approximately 34" deep at the proposed tie in location. Given the proposed finish pad elevation at the building, at a 1/8" per foot rise, an approximate 3' cover should still be able to be maintained, so a sewer lift pump station should not be necessary.

Please let me know if you have any questions or would like to discuss further.

Thank You

Kelly Dodds
Director of Utilities
San Miguel Community Service District
Machado Wastewater Treatment Facility- CPO
Po Box 180
1150 Mission Street
San Miguel CA 93451
Main office Phone: 805-467-3388
Main office Fax: 805-467-9212
kelly.dodds@sanmiguelcsd.org

Please visit our new website to learn more about the San Miguel C.S.D. www.sanmiguelcsd.org

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From: Fire Prevention <fireprevention@sanmiguelcsd.org>
Sent: Thursday, January 20, 2022 11:49 AM
To: Kelly Dodds <kelly.dodds@sanmiguelcsd.org>
Cc: Rob Roberson <rob.roberson@sanmiguelcsd.org>
Subject: RE: Temp Housing Unit

Hello Kelly,

Attached you will find a site grading plan and floorplan for the THU.
A point of connection shall be required within 5' of the building POC. The POC is adjacent to the water heater closet at the back of the structure.
The installation contractor shall perform the final connections.
The structure shall be equipped with a pre-engineered residential fire sprinkler system.
Please let me know if you need any additional information.
Sincerely,

Scott Young

Assistant Fire Chief /
Fire Prevention Officer
San Miguel Fire
805-467-3300

fireprevention@sanmiguelcsd.org

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www.sanmiguelcsd.org

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From: Kelly Dodds <kelly.dodds@sanmiguelcsd.org>
Sent: Tuesday, January 18, 2022 6:03 PM
To: Fire Prevention <fireprevention@sanmiguelcsd.org>
Cc: Rob Roberson <rob.roberson@sanmiguelcsd.org>
Subject: RE: Temp Housing Unit

Hi Scott

I would be happy to provide you with an estimate.

Please provide the following;

- A site plan with grade lines for this project
- Whether we will be providing stubs for a contractor to connect to or if we will be connecting to the modular unit
 - If connecting to the unit where the connections will be. (Looks like the water heater is on the back side so I imagine near there.)
- What the requirements for the fire sprinkler system will be, (IE: NFPA 13D or NFPA 13)

I'm sure you don't have final plans so whatever you provide will be the basis for the estimate. We can update it when you are close to construction, I cant see it changing too much.

Thank You

Kelly Dodds

Director of Utilities
San Miguel Community Service District
Machado Wastewater Treatment Facility- CPO

Po Box 180
1150 Mission Street
San Miguel CA 93451
Main office Phone: 805-467-3388
Main office Fax: 805-467-9212
kelly.dodds@sanmiguelcsd.org

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From: Fire Prevention <fireprevention@sanmiguelcsd.org>
Sent: Tuesday, January 18, 2022 4:24 PM
To: Kelly Dodds <kelly.dodds@sanmiguelcsd.org>
Cc: Rob Roberson <rob.roberson@sanmiguelcsd.org>
Subject: Temp Housing Unit

Hi Kelly,

Could you provide a cost to connect the proposed temp housing unit to the district's water and wastewater systems?
Please feel free to contact me for any questions

Scott Young
Assistant Fire Chief /
Fire Prevention Officer
San Miguel Fire
805-467-3300

fireprevention@sanmiguelcsd.org

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www.sanmiguelcsd.org

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