

Key Government Finance, Inc.
1000 South McCaslin Boulevard
Superior, CO 80027-9456

Friday, August 02, 2019

Tracey Sandberg

SAN DIEGO UNIFIED PORT DISTRICT
3165 Pacific Highway
San Diego, California 92101

Re: Key Government Finance, Inc.
Property Schedule No. 3

Dear Ms. Sandberg:

Enclosed, please find two (2) sets of financing documents for your review and execution. (If these documents were emailed to you, please **print out two (2) sets.**) Execute both sets and return all of the originals to my attention. **The original sets of the executed documents are required prior to funding your transaction. To expedite the return of these documents, please overnight them to me:**

KEY GOVERNMENT FINANCE, INC. ATTN: Peter Brook
1000 S. MCCASLIN BLVD, SUPERIOR, CO 80027

Only the person with Signing Authority, listed on the Lessee's Certificate, should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, Key Government Finance will return a fully executed original set for your files.

Please Note: All fully executed documents must be returned no later than August 16, 2019; otherwise, the transaction is subject to re-pricing.

Executed documents required for funding are: Property Schedule No. 3

1. Property Description and Payment Schedule (Exhibit 1)
2. Software and Services Addendum
3. Lessee's Counsel's Opinion (Exhibit 2)
4. Lessee's Certificate (Exhibit 3)
5. Payment of Proceeds Instructions (Exhibit 4)
6. Acceptance Certificate (Exhibit 5)
7. Bank Qualification Certificate (Exhibit 6)
8. Notification of Tax Treatment with Tax Exemption Certificate or Letter – **Required for annual state tax audits.**
9. Invoicing Instructions – **Required in order to ensure that invoices are directed to the proper area in your organization.**
10. IRS Form 8038-G or 8038-CG

Please contact either Katie Hamilton at (720) 980-3811 or me at (720) 304-1295 with any questions.

Sincerely,

Peter Brook
Account Manager

DOCUMENTATION CHECKLIST

- ☐ **Tax Exempt Lease/Purchase Agreement***
- ☐ **Property Schedule 3***
- ☐ **Software and Services Addendum**
- ☐ **Property Description and Payment Schedule** – Exhibit 1
- ☐ **Lessee's Counsel's Opinion** – Exhibit 2. Exhibit 2 is the standard legal opinion used by Key Government Finance, Inc. This opinion will need to be processed by your attorney on their letterhead. Your attorney will want to review the Lease/Purchase Agreement.
- ☐ **Lessee's Certificate** – Exhibit 3. Please fill in the date of the meeting of the governing body, referenced in section 1. We would also like a copy of those minutes or board resolutions for our files.
- ☐ **Payment of Proceeds Instructions** – Exhibit 4. This is the Vendor payment information.
- ☐ **Acceptance Certificate** – Exhibit 5. ***The date of Acceptance will need to be filled in*** with the date the equipment is installed and accepted.
- ☐ **Bank Qualification Certificate** – Exhibit 6. One of the two boxes *must* be checked off.
- ☐ **Notification of Tax Treatment** – Please provide your State of Sales/Use Tax Exemption Certificate
- ☐ **Invoicing Instructions** – The information you provide enables us to invoice you correctly.
- ☐ **Invoice for first payment** – Payment due 08/23/19
- ☐ **IRS Form 8038-G or 8038-GC**
The original form will be required for funding, which we will submit to the IRS on your behalf. Or, you may submit the original completed form to the IRS directly. KGF will require a copy of the completed form and proof of filing prior to funding

*The items above marked with an asterisk require a signature in the presence of a witness/attestor. The attesting of the signature does not require a notary, but the signature of a person present at the time the document is signed.

Property Schedule No. 3

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 3** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of April 15, 2009, between Key Government Finance, Inc., and SAN DIEGO UNIFIED PORT DISTRICT.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is August 16, 2019.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit A hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Payment of Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, and so long as no Event of Default has occurred and is continuing, Lessee may prepay, in whole but not in part, the principal outstanding hereunder together with all accrued and unpaid Interest thereon, plus a prepayment premium equal to 3% of the outstanding principal.
9. Bank Qualification Certificate. Attached as Exhibit 6. One of the two boxes *must* be checked off.
10. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by August 16, 2019.
11. Effective Interest Rate. 5.2943%.
12. Continuing Disclosure. Lessor acknowledges that, in connection with Lessee's compliance with any continuing disclosure undertakings (each, a "Continuing Disclosure Agreement") entered into by Lessee pursuant to SEC Rule 15c2-12 promulgated pursuant to the Securities and Exchange Act of 1934, as amended (the "Rule"), Lessee may be required to file with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system, or its successor ("EMMA"), notice of its incurrence of its obligations under this Property Schedule and notice of any accommodation, waiver, amendment, modification of terms or other similar events reflecting financial difficulties in connection with this Property Schedule, in each case including a description of the material terms thereof (each such notice, an "EMMA Notice"). Lessee shall not file or submit or permit the filing or submission of any EMMA Notice that includes any of the following unredacted information regarding Lessor or the Escrow Agent: physical or mailing addresses, account information, e-mail addresses, telephone numbers, fax numbers, tax identification numbers, or titles or signatures of officers, employees or other signatories. Lessee acknowledges and agrees that Lessor is not responsible in connection with any EMMA Notice relating to this Property Schedule for Lessee's compliance or noncompliance (or any claims, losses or liabilities arising therefrom) with the Rule, any Continuing Disclosure Agreement or any applicable securities laws, including but not limited to those relating to the Rule.

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

Lessor: Key Government Finance, Inc.
By:
Name:
Title:

Lessee: SAN DIEGO UNIFIED PORT DISTRICT
By:
Name:
Title:

Attest By:
Name:
Title:

SOFTWARE AND SERVICES ADDENDUM
To
SAN DIEGO UNIFIED PORT DISTRICT Agreement
Dated August 16, 2019

THIS SOFTWARE AND SERVICES ADDENDUM ("Addendum"), dated as of August 16, 2019, constitutes an addendum to that certain Master Tax Exempt Lease agreement dated as of April 15, 2009 between **KEY GOVERNMENT FINANCE, INC.**, as Lessor, and SAN DIEGO UNIFIED PORT DISTRICT, as Lessee (the "Lease").

Unless otherwise specified herein, all capitalized terms shall have the meanings ascribed thereto in the Lease.

Lessor and Lessee hereby agree, with respect to the Lease, that:

1. To the extent that the property subject to the Lease and described in Exhibit A to a Schedule attached to the Lease consists of (a) software licenses (the "Software") granted by a Vendor pursuant to a separate licensing agreement between such Vendor and Lessee or (b) services relating to the transportation, delivery, installation, maintenance or operation of the Equipment or Software (the "Services") provided by the Vendor, the following provisions shall apply.

Lessee acknowledges that the Software subject to the Lease has been delivered, installed and made available for use and has been or, as applicable, shall be, shipped directly from the Vendor to Lessee.

Lessee acknowledges that Lessor has no rights in or to any Software, and no title or ownership interest in Software shall be transferred to Lessee pursuant to the Lease, whether or not Lessor finances the fees therefor, and notwithstanding Lessee's exercise of any purchase or renewal options under the Lease. Lessor has no obligation with respect to Software or Services, whether or not Lessor finances the fees therefor.

To the extent that the Lease includes any Software or Services, the Rental Payments specified in the Lease include amounts to cover payment of the related fees.

2. This Addendum shall become effective when Lessor and Lessee shall have received counterparts of this Addendum as executed by Lessor and Lessee, and facsimile copies are valid as originals, but together constitute one and the same instrument;

3. Except as modified hereby, all of the terms, covenants and conditions of the Lease shall remain in full force and effect, and are in all respects hereby ratified and affirmed. As modified hereby, all terms and provisions in the Lease that relate to Equipment shall apply as well to the Software and Services, as if fully set forth in the Lease.

LESSOR:

KEY GOVERNMENT FINANCE INC.

By: _____

Its: _____

LESSEE:

SAN DIEGO UNIFIED PORT DISTRICT

By: _____

Its: _____

EXHIBIT 1**Property Description and Payment Schedule**

Re: **Property Schedule No. 3**, dated August 16, 2019, to Master Tax-Exempt Lease/Purchase Agreement dated April 15, 2009, between Key Government Finance, Inc. and SAN DIEGO UNIFIED PORT DISTRICT.

The Property is as follows: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

EQUIPMENT LOCATION: 3165 Pacific Hwy, San Diego, California 921011128

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

Rental Payment Schedule

If the Due Dates are not defined in this Rental Payment Schedule, they shall be defined as the 16th day of each annual period of this Rental Payment Schedule commencing with the Acceptance Date.

Total Principal Amount: \$752,676.01.

The financing table below is net of the special financing promotion payment from Cisco Systems, Inc, in the amount of \$68,249.59. This payment will be made by Cisco to Lessor. Lessee is responsible for any and all taxes associated with this initial payment.

Payment No.	Due Date	Vendor Payment	Rental Payment	Principal	Interest	Balance
1	8/16/2019	\$68,249.59	\$0.00	\$-	\$68,249.59	\$684,426.42
2	9/16/2019	-	\$150,535.20	\$3,019.61	\$147,515.59	\$536,910.83
3	6/16/2020	-	\$150,535.20	\$21,319.10	\$129,216.10	\$407,694.73
4	6/16/2021	-	\$150,535.20	\$21,584.43	\$128,950.77	\$278,743.96
5	6/16/2022	-	\$150,535.20	\$14,757.44	\$135,777.76	\$142,966.19
6	6/16/2023	-	\$150,535.20	\$7,569.01	\$142,966.19	\$-

Lessee: SAN DIEGO UNIFIED PORT DISTRICT


By:

Name:


Title:

EXHIBIT A**Property Description**

Equipment as described in Dimension Data, dated 04.04.2019 (inserted below), referred to and incorporated herein by this reference.

San Diego Unified Port District Quote Summary			
 Dimension Data 4101 Lake Boone Trail Suite 200 Raleigh, NC 27607 Phone: 919-791-1050 Fax: 919-510-4988	Customer: San Diego Unified Port District 3165 Pacific Highway San Diego, CA 92112-0488 US	Quote Date: 4/4/2019	
		Name: Sabrina Simons Email: sabrina.simons@dimensiondata.com	Client Support Justin Johnson Renewals Specialist
This quotation is valid for 30 days from the date of issuance and is subject to Dimension Data's Standard Terms and Conditions of Sale			
	Quote Number	Description	Customer Price
	371388872	5Yr Smartnet	\$742,640.37
Total (USD)			\$742,640.37
This quotation is governed by Dimension Data's Terms and Conditions of Sale available at http://www.dimensiondata.com/rgn/na/legal/Pages/Home.aspx and which are incorporated herein by reference. Dimension Data's offer to sell the services specified in this quotation and, if applicable, its obligation to perform are expressly conditional upon Customer's acceptance of these Terms and Conditions of Sale without additional or different terms. Customer may accept Dimension Data's offer by issuing a purchase order and such action shall be deemed to be Customer's unconditionally acceptance of the Terms and Conditions of Sale. Customer acknowledges and agrees that it has the ability to access each URL referenced in this quotation. Customer waives any claims or defenses to the validity or enforceability of the Terms and Conditions of Sale arising from an electronic submission of it to Customer.			

Notes:
 1. All prices are valid for 30 days
 2. All prices are exclusive of applicable Sales Tax and labor for installation.

San Diego Unified Port District Quote Summary			
 Dimension Data 4101 Lake Boone Trail Suite 200 Raleigh, NC 27607 Phone: 919-791-1050 Fax: 919-510-4988	Customer: San Diego Unified Port District 3165 Pacific Highway San Diego, CA 92112-0488 US	Quote Date: 4/4/2019	
		Name: Sabrina Simons Email: sabrina.simons@dimensiondata.com	Client Support Justin Johnson Renewals Specialist
This quotation is valid for 30 days from the date of issuance and is subject to Dimension Data's Standard Terms and Conditions of Sale			
	Quote Number	Description	Customer Price
	341389099	5Yr 9300s	\$10,035.64
Total (USD)			\$10,035.64
This quotation is governed by Dimension Data's Terms and Conditions of Sale available at http://www.dimensiondata.com/rgn/na/legal/Pages/Home.aspx and which are incorporated herein by reference. Dimension Data's offer to sell the services specified in this quotation and, if applicable, its obligation to perform are expressly conditional upon Customer's acceptance of these Terms and Conditions of Sale without additional or different terms. Customer may accept Dimension Data's offer by issuing a purchase order and such action shall be deemed to be Customer's unconditionally acceptance of the Terms and Conditions of Sale. Customer acknowledges and agrees that it has the ability to access each URL referenced in this quotation. Customer waives any claims or defenses to the validity or enforceability of the Terms and Conditions of Sale arising from an electronic submission of it to Customer.			

Notes:
 1. All prices are valid for 30 days
 2. All prices are exclusive of applicable Sales Tax and labor for installation.

EXHIBIT 2**Lessee's Counsel's Opinion****[To be provided on letterhead of Lessee's counsel.]**

[Address to Lessor and Lessee]

RE: **Property Schedule No. 3**, dated August 16, 2019, to Master Tax-Exempt Lease/Purchase Agreement dated April 15, 2009, between Key Government Finance, Inc. and SAN DIEGO UNIFIED PORT DISTRICT.

Ladies and Gentlemen:

We have acted as special counsel to SAN DIEGO UNIFIED PORT DISTRICT ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of April 15, 2009 (the "Master Agreement"), between SAN DIEGO UNIFIED PORT DISTRICT, as lessee, and Key Government Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 3 (the "Property Schedule") pursuant to the Master Agreement and, if applicable, that certain Escrow Agreement dated as of August 16, 2019 by and among Lessee, Lessor and KeyBank National Association as Escrow Agent (the "Escrow Agreement", and collectively the "Transaction Documents"). We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Transaction Documents.

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

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

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.

2. Lessee has all requisite power and authority to enter into the Transaction Documents and to perform its obligations thereunder, including the account(s) opened pursuant to the Escrow Agreement.

3. The execution, delivery and performance of the Transaction Documents by Lessee has been duly authorized by all necessary action on the part of Lessee.

4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Transaction Documents, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.

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

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

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

8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the

Transaction Documents or of other agreements similar thereto; (b) questioning the authority of Lessee to execute the Transaction Documents, or the validity of the Transaction Documents, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Transaction Documents; or (d) affecting the provisions made for the payment of or security for the Transaction Documents.

9. The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder, and the portion of payments identified as the interest component of the rents (as set forth in the payment schedule attached to the Property Schedule) will not be includable in Federal gross income of the recipient under the statutes, regulations, court decisions and rulings existing on the date hereof and consequently will be exempt from Federal income taxes.

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

Very truly yours,

By: _____

DO NOT SIGN THIS FORM – MUST BE ON LETTERHEAD OF LESSEE’S COUNSEL

Dated: _____

EXHIBIT 3**Lessee's Certificate**

Re: **Property Schedule No. 3**, dated August 16, 2019, to Master Tax-Exempt Lease/Purchase Agreement dated April 15, 2009, between Key Government Finance, Inc. and SAN DIEGO UNIFIED PORT DISTRICT.

The **undersigned attestor**, being the duly elected, qualified and acting _____ of the SAN DIEGO UNIFIED PORT DISTRICT ("Lessee") does hereby certify, as of August 16, 2019, as follows:

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

NAME OF EXECUTING OFFICIAL (Official(s) who signed the documents.)	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And/ Or		

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

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

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

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

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

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

SAN DIEGO UNIFIED PORT DISTRICT
Attest By:
Title:
SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE.

EXHIBIT 4**Payment of Proceeds Instructions**

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: **Property Schedule No. 3**, dated August 16, 2019 (the "Property Schedule") to Master Tax-Exempt Lease/Purchase Agreement dated April 15, 2009, between Key Government Finance, Inc. ("Lessor") and SAN DIEGO UNIFIED PORT DISTRICT ("Lessee").

Ladies and Gentlemen:

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

Name of Payee: Dimension Data

By check ____x____

By wire transfer _____

If by check, Payee's address: _____

PO BOX 392387

Pittsburgh, PA 15251-9387

If by wire transfer, pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

SAN DIEGO UNIFIED PORT DISTRICT

By: _____

Name: _____

Title: _____

EXHIBIT 5**Acceptance Certificate**

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: **Property Schedule No. 3**, dated August 16, 2019, to Master Tax-Exempt Lease/Purchase Agreement dated April 15, 2009, between Key Government Finance, Inc. and SAN DIEGO UNIFIED PORT DISTRICT.

Ladies and Gentlemen:

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

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

Date: _____

SAN DIEGO UNIFIED PORT DISTRICT
as Lessee

By: _____

Name: _____

Title: _____

EXHIBIT 6**Bank Qualification Certificate**

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: **Property Schedule No. 3**, dated August 16, 2019, to Master Tax-Exempt Lease/Purchase Agreement dated April 15, 2009, between Key Government Finance, Inc. and SAN DIEGO UNIFIED PORT DISTRICT.

Bank Qualified Tax-Exempt Obligation

☐ (Check box for Bank Qualified designation)

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.00.

Non-Bank Qualified Tax-Exempt Obligation

☐ (Check box for Non-Bank Qualified designation)

Lessee reasonably anticipates issuing more than \$10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.

****Note: ONE of the boxes above MUST be checked.**

Lessee: SAN DIEGO UNIFIED PORT DISTRICT
By:
Name:
Title:

Notification of Tax Treatment

Key Government Finance, Inc. is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if you feel that your lease is subject to tax or whether a valid exemption exists.

_____ I agree that my lease is subject to sales/use tax.

_____ I am exempt from sales/use tax and I have attached a completed exemption certificate to Key Government Finance, Inc.

_____ I have previously provided a completed exemption certificate to Key Government Finance, Inc. which is valid for this transaction.

_____ I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.

_____ I have a valid abatement or property tax exemption (documentation attached).

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area? _____

Additional comments:

Lessee: SAN DIEGO UNIFIED PORT DISTRICT
By:
Name:
Title:

LESSEE INVOICE INSTRUCTIONS
(The information you provide enables us to invoice you correctly.)

SAN DIEGO UNIFIED PORT DISTRICT

BILL TO ADDRESS:

3165 Pacific Highway
San Diego, CA 92101
it_invoices@portofsandiego.org

BILLING CONTACT:

First, M.I. and Last Name: IT Invoices
Title:
Phone Number: 619-725-6094
Fax Number:

PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES ☒X_____ NO _____
Purchase Order Number: 4500022688

FEDERAL TAX ID NUMBER: 95-2241453

EQUIPMENT LOCATION (If different from Billing Address):

ADDITIONAL INFORMATION NEEDED ON INVOICE:

INVOICE



Key Government Finance, Inc.
1000 S. McCaslin Blvd.
Superior CO 80027

Bill to: SAN DIEGO UNIFIED PORT DISTRICT Tracey Sandberg 3165 Pacific Hwy San Diego, California 921011128		Invoice No.	126720-08
		Invoice Date:	August 2, 2019
		Lease No.	1800126720
		Purchase Order No.	
		Contract No.	
		CSA No.	
		ACT No.	
		Reference:	First Payment

Qty	Item	Description	Total
1	Lease Payment	Payment due September 16, 2019	\$150,535.20
			Tax
			Balance Due \$150,535.20

Please remit funds to: Key Government Finance, Inc. Attn: Peter Brook 1000 S. McCaslin Blvd. Superior, CO 80027 Contact Phone: (720) 304-1295	REMITTANCE INFORMATION	
	Date:	
	Amount Due:	
	Amount Enclosed:	

Please remember to:

- 1) Make checks payable to Key Government Finance, Inc.
- 2) Return a copy of this invoice with your payment.
- 3) Keep a copy of this invoice for your records.
- 4) Direct all inquiries to the contact listed above.

Comments: