



MOTOROLA

Credit Corporation

February 23, 1996

City of Redlands
P.O. Box 3005
Redlands, CA 92373-0629
Attn: City Clerk

RE: Lease # 20141

Dear Sirs:

This lease agreement with Motorola Communications and Electronics, Inc. has been assigned to Motorola Credit Corporation. Your copies of the executed documents are enclosed.

Please be advised that our invoices are mailed 25 days prior to the payment due date. Your first payment due date is **March 1, 1996**. Payment should be mailed directly to Motorola Credit Corporation at the following address:

**Motorola Credit Corporation
P.O. Box 71132
Chicago, IL 60196**

If the above billing address is incorrect and/or additional information is required, please indicated the complete address in the space provided and return immediately to Motorola Credit Corporation.

The accurate/complete invoice should be as follows:

We at Motorola Credit Corporation want to make sure your financing needs are satisfied. Should you have any questions regarding your obligation or require assistance in any other transaction, please do not hesitate to contact your sales representative or Karri Heil at (847) 725-4495.

We appreciate your choosing Motorola equipment for your communication needs.

Sincerely,

Jamie Baker

MOTOROLA CREDIT CORPORATION

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 20141

LESSEE:
City of Redlands, California
212 Brookside Avenue
Redlands, California 92373

LESSOR:
Motorola Communications and Electronics, Inc.
1301 East Algonquin Road
Schaumburg, Illinois, 60196

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the Equipment described in any Schedule A now or hereafter attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

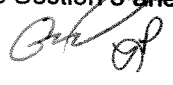
3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to the contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and (ii) that it will not during the Lease Term give priority in the application of funds to any other functionally similar equipment or services. This Section will not be construed so as to permit Lessee to terminate this Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the same application for which the Equipment is intended.

~~In the event that there is a conflict between the language of this Section 5 and the State of Georgia Code 36-60-13, the Georgia Code 36-60-13 shall prevail.~~



6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excluded from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding and Bond Commission requirements (as defined in the Code) where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish all parts, mechanisms and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the

Concluding Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Concluding Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such an assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its opinion, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Concluding Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

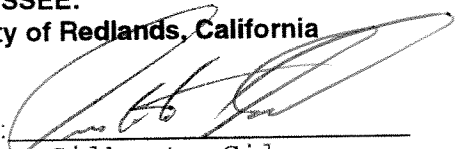
23. ENTIRE AGREEMENT; WAIVER. This Lease, together with the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 21st day of November, 1995.

LESSEE:
City of Redlands, California

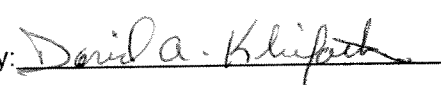
By: 

Gilberto Gil

Title: Member of the City Council

LESSOR:

Motorola Communications and Electronics, Inc.

By: 

Title: SR OPERATIONS Controller

ATTEST:


City Clerk
City of Redlands, California

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

Lease Number: 20141

This Equipment Schedule dated as of _____ is being executed by MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC. ("Lessor") and City of Redlands, California ("Lessee"), as a supplement to , and is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement dated as of _____ ("Lease"), between Lessor and Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached equipment list.
Equipment Location:	

Initial Term: 48 Months

Commencement Date: December 1, 1995

Lease Payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

EXECUTED as of the date first herein set forth.

LESSEE:

City of Redlands, California

By: _____

Member of the City Council
Gilberto Gil

ATTEST:

City Clerk, City of Redlands, California

LESSOR:

MOTOROLA

COMMUNICATIONS AND ELECTRONICS, INC.

By: _____

David Kleiford

**CITY OF REDLANDS
COST AND EQUIPMENT
ATTENTION: MARC TILSON**

MTS 2000 PORTABLE

QTY	MODEL	DESCRIPTION	COST	EXTENDED
8	H01QX	MTS 2000 PORTABLE	\$1,200.00	\$9,600.00
8	204H	800 MHz SYSTEM	795.00	6,360.00
8	H37	SMARTNET PACKAGE	39.90	319.20
8	H319	LEATHER CASE	0.00	0.00
8	H885	EXTENDED WARRANTY	29.00	232.00
8	H260AXSP	250 CHANNELS	0.00	0.00
8	NMN6193	REMOTE SPEAKER MIC	80.00	640.00
8	NTN7144	SPARE BATTERY	93.50	748.00
8	NTN1168	RAPID RATE CHARGER	120.00	960.00
SUB TOTAL				\$18,859.20

SPECTRA MOBILES

4	DC7ZX	SPECTRA MOBILE	\$1,876.21	\$7,504.84
4	W496	REMOTE MOUNT	196.02	784.08
4	070W	35 WATT POWER	0.00	0.00
4	W432	10 WATT AUDIO	0.00	0.00
4	W108AASP	REDUCED DEVIATION	67.32	269.28
4	W889AASP	MODE SLAVE POWER	67.32	269.28
SUB TOTAL				\$8,827.48

TOTAL	\$27,686.68
TAX	\$2,145.72
DELIVERY (ESTIMATE)	\$395.00
SYSTEM TOTAL	\$30,227.40

PREPARED BY:	MARK HERZOG
TERMS:	NET 30 DAYS OR FINANCE
FREIGHT TERMS:	QUOTED (ESTIMATE)
VALID FOR:	30 DAYS
DATE:	NOV. 8, 1995

NOV-07-1995 08:31PM FROM Motorola C & E, Inc.

TO

19098623206 P.01

MOTOROLA Communications

For: Redlands Police Department
212 Brookside Ave.
Redlands, CA 92373

Date: November 7, 1995
Prepared by: Heather Miller

Attn: Captain Clete Hyman
Support Services Division

EQUIPMENT QUOTATION

Qty	Product Description	Unit Price	Total Price
3	* VRM 500 Modem (F2054A)	\$750	\$2,250
3	* MDC-4800 Protocol (J942)	n/c	n/c
3	* VRM to Spectra Cable (J466AE)	\$60	\$180
3	* VRM to DTE Cable (J968AA)	\$60	\$180
3	* A6 Spectra Mobile Radio- 35 watts (D16KMA7JA5_K)	\$1,825	\$5,475
3	* Data Option (W308CGSP)	\$275	\$825
3	* Omit Accessories- including control head (W90)	(\$565)	(\$1,695)
3	* Remote Mounting Kit (W498)	\$297	\$891
3	* 20' Power Cable (H1KN4192B)	\$33	\$99
3	* Fuse Kit (HLN4952A)	\$11	\$33
3	* Trunnion/Mounting Hardware (HLN5486)	\$27	\$81
3	* Unity Gain Antenna (HAF4002)	\$14	\$42
3	* Installation of VRM, Spectra, and laptop	TBD	TBD
Lot	* Extended Warranty	TBD	TBD
		Subtotal:	\$8,361
		* Freight	\$125
		* Taxes (7.75%)	\$648
		Total:	\$9,134

Requirements

- * DTE must be IBM PC compatible with: 386 processor or better, Windows 3.1 operating system software, 4M RAM, 2M free on hard drive, VGA screen with 640 X 480 resolution, 16 gray scales.
- * DTE must use either Transparent mode (AT command set) or Native mode interface.

NOV-07-1995 08:31PM FROM Motorola C & E. Inc.

TO

19098623206

P.02

Assumptions

- * All taxes are extra.
- * Prices include 12 months parts warranty and 120 days labor warranty. Extended warranty may be quoted at Redland's request.
- * New data terminals added to a system may or may not affect throughput. Throughput analysis may be requested at additional charge.
- * It is the responsibility of the customer to ensure that additional terminals purchased do not exceed system capacity. If system is presently operating at full capacity, the customer should contact an MDD Account Manager to determine the requirements for system expansion.
- * Estimated date of delivery is approximately 8 weeks. Once order is received by Motorola an exact date can be given.
- * All software is provided under license and as such is not the property of the purchaser. A coverage guarantee is not included in this quotation.
- * Prices valid for 90 days from date above.
- * This is only a price quotation.

TOTAL P.02

City of Redlands
Motorola Customer Finance Municipal Lease Purchase Quote
Attention: Serg. Marc Tilson

Terms	Balance to Finance	Interest Rate	Payment
Forty-eight mo. lease with sixteen quarterly payments in arrears.	\$39,361.40	8.00%	\$2,902.04

Prepared by: Mark Herzog
Date: Nov. 8, 1995
Valid for: 30 days

Note: TX for laptops and one time setup fee are NOT included in financing quote.

Compounding period...: Monthly

Nominal annual rate...: 8.000 %

AMORTIZATION SCHEDULE - Normal amortization

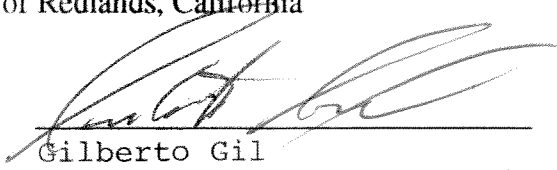
Pmt	Date	Payment	Interest	Principal	Balance
Loan	12-01-1995				39,361.40
1995	totals	0.00	0.00	0.00	
1	03-01-1996	2,902.04	792.49	2,109.55	37,251.85
2	06-01-1996	2,902.04	750.01	2,152.03	35,099.82
3	09-01-1996	2,902.04	706.69	2,195.35	32,904.47
4	12-01-1996	2,902.04	662.49	2,239.55	30,664.92
1996	totals	11,608.16	2,911.68	8,696.48	
5	03-01-1997	2,902.04	617.40	2,284.64	28,380.28
6	06-01-1997	2,902.04	571.40	2,330.64	26,049.64
7	09-01-1997	2,902.04	524.47	2,377.57	23,672.07
8	12-01-1997	2,902.04	476.60	2,425.44	21,246.63
1997	totals	11,608.16	2,189.87	9,418.29	
9	03-01-1998	2,902.04	427.77	2,474.27	18,772.36
10	06-01-1998	2,902.04	377.96	2,524.08	16,248.28
11	09-01-1998	2,902.04	327.14	2,574.90	13,673.38
12	12-01-1998	2,902.04	275.29	2,626.75	11,046.63
1998	totals	11,608.16	1,408.16	10,200.00	
13	03-01-1999	2,902.04	222.41	2,679.63	8,367.00
14	06-01-1999	2,902.04	168.46	2,733.58	5,633.42
15	09-01-1999	2,902.04	113.42	2,788.62	2,844.80
16	12-01-1999	2,902.04	57.24	2,844.80	0.00
1999	totals	11,608.16	561.53	11,046.63	
Grand totals		46,432.64	7,071.24	39,361.40	

INITIAL INSURANCE REQUIREMENT: \$39,361.40

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

LESSEE:
City of Redlands, California

LESSOR:
Motorola Communications and Electronics, Inc.

By: 
Gilberto Gil
Its: Member of the City Council

By: 
Dairla Kluford
Its: SIR OPERATIONS
CONTROLLER

Date: November 29, 1995

Date: 3-4-96

LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address City of Redlands
P. O. Box 3005
Redlands, CA 92373-0629

Attention: Finance Department

Phone: (909) 798-7541
2. Lessee County Location: San Bernardino
3. Federal Tax I.D. Number 95-6000766

Thank you

Form **8038-GC**

(Rev. October 1989)

Department of the Treasury
Internal Revenue Service**Consolidated Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases and Installment Sales**

► Under Section 149(e)

► For calendar year ending 19

(Use Form 8038-G if the issue price of the issue is \$100,000 or more.)

OMB No 1545-0720

Expires 05/31/92

Part I Reporting AuthorityCheck box if Amended Return ► ☐

1 Issuer's name

City of Redlands, California

2 Issuer's employer identification number

95-6000766

3 Number and street

35 Cajon Street P. O. Box 3005

4 City or town, state, and ZIP code

Redlands, CA 92373

Part II Description of Obligations

5 Total issue price of all small tax-exempt governmental obligations issued during the calendar year

5 39,361 40

6 Check the box that most nearly approximates the weighted average maturity of the obligations:

- a ☒ Less than 5 years
 b ☐ From 5 to 10 years
 c ☐ More than 10 years

7 Check the box that most nearly approximates the weighted average interest rate on the obligations:

- a ☐ Less than 5%
 b ☒ From 5% to 10%
 c ☐ More than 10%

8 Total issue price of the obligations reported on line 5 that are:

a Obligations issued in the form of a lease or installment sale

8a 39,361 40

b Obligations designated by the issuer under section 265(b)(3)(B)(i)(III)

8b

c Obligations issued to refund prior issues

8c

d Loans made from the proceeds of another tax-exempt obligation

8d

Please
Sign
Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Signature of officer

11/21/95

Date

Gilberto Gil

Member of the City Council

Type or print name and title

General Instructions

(Section references are to the Internal Revenue Code unless otherwise noted.)

Paperwork Reduction Act Notice

We ask for this information to carry out the Internal Revenue laws of the United States. We need it to ensure that you are complying with these laws. You are required to give us this information.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Recordkeeping 3 hrs., 21 min.

Learning about the law or the form 1 hr., 34 min.

Preparing the form 2 hrs., 37 min.

Copying, assembling, and sending the form to IRS 16 min.

If you have comments concerning the accuracy of this time estimate or suggestions for making this form more simple, we would be happy to hear from you. You can write to either the Internal Revenue Service, Washington, DC 20224, Attention: IRS Reports Clearance Officer, T:FP; or the Office of Management and Budget, Paperwork Reduction Project (1545-0720), Washington, DC 20503.

Item You Should Note

A governmental unit is required to file this form for all small tax-exempt governmental obligations on which it pays interest. These obligations include bonds, leases and installment sales.

Purpose of Form

Form 8038-GC is to be used by issuers of tax-exempt governmental obligations to provide IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Each issuer must file Form 8038-GC for all tax-exempt governmental bonds, leases and installment sales issued during the calendar year, with an issue price of less than \$100,000. Form 8038-G is filed to report each issue of governmental obligations with issue prices of \$100,000 or more.

When To File

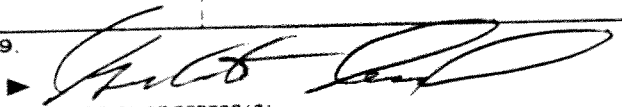
File Form 8038-GC on or before February 15th after the close of the calendar year in which the issue is issued. Form 8038-GC must be completed based on the facts as of the close of the calendar year.

Late filing. — A Form 8038-GC filed after the due date may be granted an extension of time to file under section 3 of Rev. Proc. 88-10, 1988-1 C.B. 635, if it is determined that the failure to file in a timely manner is not due to willful neglect. A late Form

This FINANCING STATEMENT is presented for filing and will remain effective with certain exceptions for a period of five years from the date of filing pursuant to section 9403 of the California Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST—IF AN INDIVIDUAL) City of Redlands, California		1A. SOCIAL SECURITY OR FEDERAL TAX NO.	
1B. MAILING ADDRESS P. O. Box 3005 -212-Brookside-Avenue- 35 Cajon Street		1C. CITY, STATE Redlands, CA	1D. ZIP CODE 92373
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST—IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME Motorola Communications and Electronics, Inc. MAILING ADDRESS 1301 E. Algonquin Rd. CITY Schaumburg STATE IL ZIP CODE 60196		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME Motorola Credit Corporation MAILING ADDRESS 1307 E. Algonquin Rd. CITY Schaumburg STATE IL ZIP CODE 60196		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).			

See Attached Equipment List

7. CHECK IF APPLICABLE ☒	7A. ☐ PRODUCTS OF COLLATERAL ARE ALSO COVERED	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5 (a) ITEM: ☐ (1) ☐ (2) ☐ (3) ☐ (4)
8. CHECK IF APPLICABLE ☒	☐ DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC § 9105 (1) (n)	
9.  SIGNATURE(S) OF DEBTOR(S) Gilberto Gil City of Redlands, California TYPE OR PRINT NAME(S) OF DEBTOR(S)  SIGNATURE(S) OF SECURED PARTY(IES) Motorola Credit Corporation TYPE OR PRINT NAME(S) OF SECURED PARTY(IES)		10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER) C O D E 1 2 3 4 5 6 7 8 9 O
11. Return copy to: NAME ADDRESS CITY STATE ZIP CODE		

FORM UCC-1—
Approved by the Secretary of State

**MOTOROLA**

Communications and Electronics Inc.

*Original sent to
Purchasing to forward
to Vendor 7-29-96*

DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Buyer hereby acknowledges receipt of the Equipment described below ("Equipment") as fully installed and in good working condition; and Buyer hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of the Agreement executed by Buyer and Seller.

Agreement Date 11/21/95 Schedule A No. 20141
Agreement No. 20141 Delivery Date 01/29/96
Schedule A Date 11/21/95 Purchase Order No. 95287

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
See attached	equipment list	

BUYER: (Print Name and Address)

City of RedlandsDate Accepted 7-16-96By: Clete Hyman

Clete Hyman, Captain
Redlands Police Dept.
P. O. Box 3005
Redlands, CA 92373

City of Redlands
Motorola Customer Finance Municipal Lease Purchase Quote
Attention: Serg. Marc Tilson

Terms	Balance to Finance	Interest Rate	Payment
Forty-eight mo. lease with sixteen quarterly payments in arrears.	\$39,361.40	8.00%	\$2,902.04

Prepared by: Mark Herzog
Date: Nov. 8, 1995
Valid for: 30 days

Note: TX for laptops and one time setup fee are NOT included in financing quote.

NOV-87-1995 08:31PM FROM Motorola C & E, Inc.

TO

19098623206

P.02

Assumptions:

- All taxes are extra.
- Prices include 12 months parts warranty and 120 days labor warranty. Extended warranty may be quoted at Redland's request.
- New data terminals added to a system may or may not affect throughput. Throughput analysis may be requested at additional charge.
- It is the responsibility of the customer to ensure that additional terminals purchased do not exceed system capacity. If system is presently operating at full capacity, the customer should contact an MDD Account Manager to determine the requirements for system expansion.
- Estimated date of delivery is approximately 8 weeks. Once order is received by Motorola an exact date can be given.
- All software is provided under license and as such is not the property of the purchaser. A coverage guarantee is not included in this quotation.
- Prices valid for 90 days from date above.
- This is only a price quotation.

TOTAL P.02

**CITY OF REDLANDS
COST AND EQUIPMENT
ATTENTION: MARC TILSON**

MTS 2000 PORTABLE

QTY	MODEL	DESCRIPTION	COST	EXTENDED
8	HD1QX	MTS 2000 PORTABLE	\$1,200.00	\$9,600.00
8	204H	800 MHz SYSTEM	795.00	6,360.00
8	H37	SMARTNET PACKAGE	39.90	319.20
8	H319	LEATHER CASE	0.00	0.00
8	H885	EXTENDED WARRANTY	29.00	232.00
8	H260AXSP	250 CHANNELS	0.00	0.00
8	NMN6193	REMOTE SPEAKER MIC	80.00	640.00
8	NTN7144	SPARE BATTERY	93.50	748.00
8	NTN1168	RAPID RATE CHARGER	120.00	960.00
SUB TOTAL				\$18,859.20

SPECTRA MOBILES

4	DC7ZX	SPECTRA MOBILE	\$1,876.21	\$7,504.84
4	W496	REMOTE MOUNT	196.02	784.08
4	070W	35 WATT POWER	0.00	0.00
4	W432	10 WATT AUDIO	0.00	0.00
4	W108AASP	REDUCED DEVIATION	67.32	269.28
4	W889AASP	MODE SLAVE POWER	67.32	269.28
SUB TOTAL				\$8,827.48

TOTAL	\$27,686.68
TAX	\$2,145.72
DELIVERY (ESTIMATE)	\$395.00
SYSTEM TOTAL	\$30,227.40

PREPARED BY:	MARK HERZOG
TERMS:	NET 30 DAYS OR FINANCE
FREIGHT TERMS:	QUOTED (ESTIMATE)
VALID FOR:	30 DAYS
DATE:	NOV. 8, 1995

NOV-07-1995 08:31PM FROM Motorola C & E, Inc.

TO

19098623206

P.01

MOTOROLA Communications

For: Redlands Police Department
212 Brookside Ave.
Redlands, CA 92373

Date: November 7, 1995
Prepared by: Heather Miller

Attn: Captain Clete Hyman
Support Services Division

EQUIPMENT QUOTATION

Qty	Product Description	Unit Price	Total Price
3	• VRM 800 Modem (F2054A)	\$750	\$2,250
3	• MDC-4800 Protocol (J942)	n/c	n/c
3	• VRM to Spectra Cable (J406AE)	\$60	\$180
3	• VRM to DTE Cable (J988AA)	\$60	\$180
3	• A6 Spectra Mobile Radio- 35 watts (D1610MA7JA5_1Q)	\$1,825	\$5,475
3	• Data Option (W308CQSP)	\$275	\$825
3	• Omik Accessories- including control head (W90)	(\$565)	(\$1,695)
3	• Remote Mounting Kit (W498)	\$297	\$891
3	• 20' Power Cable (H10M4182B)	\$33	\$99
3	• Fuse Kit (HLN4952A)	\$11	\$33
3	• Trunnion/Mounting Hardware (HLN5488)	\$27	\$81
3	• Unity Gain Antenna (MAF4002)	\$14	\$42
3	• Installation of VRM, Spectra, and laptop	TBD	TBD
Lot	• Extended Warranty	TBD	TBD
		Subtotal:	\$8,361
• Freight			\$125
• Taxes (7.75%)			\$648
		Total:	\$9,134

Requirements

- DTE must be IBM PC compatible with: 386 processor or better, Windows 3.1 operating system software, 4M RAM, 2M free on hard drive, VGA screen with 640 X 480 resolution, 16 gray scales.
- DTE must use either Transparent mode (AT command set) or Native mode interface.