

SCHEDULE 3967209 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease No. 3967200

This Equipment Schedule dated as of 11/20/2001, is being executed by Ford Motor Credit Company ("Lessor"), and City of Redlands ("Lessee"), as a supplement to, and is hereby made a part of that certain Master Equipment Lease-Purchase Agreement dated as of 09/20/1995 ("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, and following items of Equipment:

QUANTITY	DESCRIPTION (MANUFACTURER, MODEL AND SERIAL NO.)	SUPPLIER
6	2002 Crown Victoria Police Sedans + 7.50% Sales Tax and \$5.00 Tire Fee, 2FAFP71W72X114296, 2FAFP71W92X114297, 2FAFP71W62X117111, 2FAFP71W82X117112, 2FAFP71WX2X117113, 2FAFP71W12X117114	Pasadena Ford, Inc.
EQUIPMENT LOCATION: City of Redlands Police Department 35 Cajon Street, Suite 30 P.O. Box 3005 Redlands, CA 92373		

Initial Term: 36 Months Commencement Date: 11/20/2001

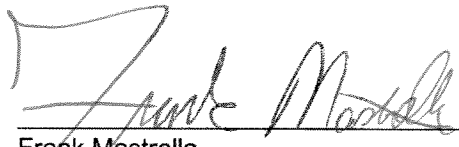
Periodic Rent: 2 Consecutive Annual in Advance Payments of \$50,317.35 each (including interest), followed by one final payment of \$50,317.56, due under this Lease. The Periodic Rent Payment also includes any applicable sales/use tax due and payable on the Lease Payment Dates, set forth in Schedule 3967209, Page 2. California Tire Fee: \$5.00 and 7.5% State Sales Tax are due and payable at Schedule signing.

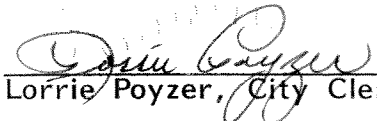
EXECUTED as of the date first herein set forth.

LESSEE: City of Redlands
Police Department

LESSOR: Ford Motor Credit Company

By: 
Pat Gilbreath
Title: Mayor

By: 
Frank Mastrella
Title: Operations Manager, Municipal Finance

Attest: 
Lorrie Poyzer, City Clerk

Counterpart No. 3 of 3 manually executed and serially numbered counterparts. To the extent this Schedule constitutes chattel paper, no security interest herein may be perfected through the possession of any counterpart other than Counterpart No. 1.

SCHEDULE 3967209 - MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease No. 3967200

AMENDMENT

That certain Master Equipment Lease-Purchase Agreement, by and between Ford Motor Credit Company ("Lessor") and City of Redlands ("Lessee"), dated as of 09/20/1995 (the "Lease") is hereby amended as follows:

Lessee has not issued, and reasonably anticipates that it and its subordinate entities will not issue, tax-exempt obligations (including this Lease) in the amount of more than \$10,000,000 during the current calendar year; hereby designates this Lease as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, ("Code"); and agrees that it and its subordinate entities will not designate more than \$10,000,000 of their obligations as "qualified tax-exempt obligations" during the current calendar year.

Except as amended hereby, the Lease shall otherwise remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the 20th day of November, 2001.

LESSEE: City of Redlands
Police Department

LESSOR: Ford Motor Credit Company

By:

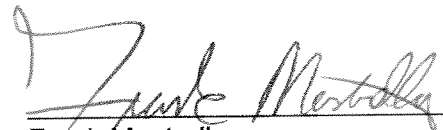


Pat Gilbreath

Title:

Mayor

By:



Frank Mastrella

Title:

Operations Manager, Municipal Finance

Attest:


Lorrie Poyzer, City Clerk

(Rev. May 1999)
Department of the Treasury
Internal Revenue ServiceUnder Internal Revenue Code section 149(e)
See separate Instructions

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

If Amended Return, check here ☐**Part I Reporting Authority**

2 Issuer's employer identification

95-6000766

1 Issuer's name

City of Redlands

3 Number and street (or P. O. box if mail is not delivered to Street address)

35 Cajon Street, Suite 30P.O. Box 3005

5 City, town, or post office, state, and ZIP code

Redlands, CA 92373

7 Name of issue

Room/suite

4 Report number
G2001-39672096 Date of Issue
11/20/20018 CUSIP number
NONE

9 Name title of officer or legal representative whom the IRS may call for more information

Daniel McHugh

10 Telephone number of officer or legal representative
909-798-7512**Part II Type of Issue (check applicable box(es) and enter the issue price) See instructions and attach schedule**

11	☐ Education	11	
12	☐ Health and hospital	12	
13	☐ Transportation	13	
14	☒ Public safety	14	\$94,564.59
15	☐ Environment	15	
16	☐ Housing	16	
17	☐ Utilities	17	
18	☐ Other. Describe	18	
19 If obligations are TANs or RANs, check box ☐ If obligations are BANs, check box ☐			
20 If obligations are in the form of a lease or installment sale, check box ☐			

Part III Description of Obligations. (Complete for the entire issue for which this form is being filed.)

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	11/20/03	\$ 94,564.59	\$ N/A	3 years	4.25%

Part IV Uses of Proceeds of Bonds Issue (including underwriters' discount)

N/A

22	Proceeds used for accrued interest	22	
23	Issue Price of entire issue (Enter amount from line 21, column (b)).	23	
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	
25	Proceeds used for credit enhancement	25	
26	Proceeds allocated to reasonably require reserve or replacement fund	26	
27	Proceeds used to currently refund prior issues	27	
28	Proceeds used to advance refund prior issues	28	
29	Total (add lines 23 through 27)	29	
30	Nonrefunding proceeds of the issue (subtract line 28 from line 22 and enter amount here)	30	

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.)

N/A

31	Enter the remaining weighted average maturity of the bonds to be currently refunded		years
32	Enter the remaining weighted average maturity of the bonds to be advanced refunded		years
33	Enter the last date on which the refunded bonds will called		
34	Enter the date(s) the refunded bonds were issued		

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141 (b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36	
b	Enter the final maturity date of the guaranteed investment contract	37	
37	Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units		
b	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the name of the issuer ☐ and the date of the issue ☐		
38	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ☐		
39	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐		
40	If the issuer has identified a hedge, check box ☐		

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.

Please
Sign
Here

Pat Gilbreath, Mayor

INSURANCE FACT SHEET

We require a Certificate of Insurance or Declaration Page shown in the name of the Municipality listed below. If more than one insurance company is used, indicate each and for what type coverage. Per the Master Equipment Lease-Purchase Agreement, Lease No. 3967200, we require Liability and Physical Damage on all vehicles, Liability and Property Damage on all other Equipment and FORD MOTOR CREDIT COMPANY named as Loss Payee and Additional Insured. **RETURN TO: Ford Motor Credit Company, Municipal Finance, PO Box 1739 - MD 7500, Dearborn, MI 48121-1739.**

SCHEDULE NO: 3967209

PLEASE NOTE: FORD MOTOR CREDIT COMPANY REQUIRES A MINIMUM OF \$1,000,000 PUBLIC LIABILITY COVERAGE; OR THE STATE MAXIMUM (IF LOWER) IS REQUIRED

MUNI: City of Redlands
ADDRESS: 35 Cajon Street, Suite 30
P.O. Box 3005
CITY: Redlands, CA 92373

CONTACT: Julie, Accts. Payable Ext 7530

PHONE: (909) 798-7520

EQUIP DESC: (6) 2002 Crown Victoria Police Sedans + 7.50% Sales Tax and \$5.00 Tire Fee,
2FAFP71W72X114296, 2FAFP71W92X114297, 2FAFP71W62X117111, 2FAFP71W82X117112,
2FAFP71WX2X117113, 2FAFP71W12X117114

INSURANCE COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ CONTACT PERSON: _____

POLICY NO: _____ EXPIRATION DATE: _____

LIABILITY AMT: _____ PROPERTY DAMAGE AMT: _____

PHYSICAL DAMAGE AMT: _____ COMPREHENSIVE DEDUCTIBLE: _____
COLLISION DEDUCTIBLE: _____

INSURANCE COMPANY: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ CONTACT PERSON: _____

POLICY NO: _____ EXPIRATION DATE: _____

LIABILITY AMT: _____ PROPERTY DAMAGE AMT: _____

PHYSICAL DAMAGE AMT: _____ COMPREHENSIVE DEDUCTIBLE: _____
COLLISION DEDUCTIBLE: _____

SELF-INSURED:

IF YOU ARE SELF-INSURED FOR ANY COVERAGE, PLEASE PROVIDE THE NAME OF YOUR INSURANCE POOL/FUND.

NAME OF INSURANCE POOL/FUND: _____

SELF-INSURED FOR: LIABILITY: \$ _____ PROPERTY: \$ _____ PHYSICAL: \$ _____

CONTINUOUS COVERAGE: FROM: _____ TO: _____

PLEASE SIGN: _____

Pat Gilbreath, Mayor

Attest: _____

Lorrie Poyzer, City Clerk

LESSOR: FORD MOTOR CREDIT COMPANY
P. O. Box 1739
Dearborn, MI 48121-1739

DELIVERY AND ACCEPTANCE CERTIFICATE

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

MASTER LEASE DATE	MASTER LEASE NUMBER	SCHEDULE 3967209 DATE	DELIVERY NUMBER	PURCHASE DATE	PURCHASE ORDER NO.
09/20/1995	3967200	11/20/2001	1		

EQUIPMENT INFORMATION

QUANTITY	DESCRIPTION (MANUFACTURER, MODEL AND SERIAL NO.)	SUPPLIER
6	2002 Crown Victoria Police Sedans + 7.50% Sales Tax and \$5.00 Tire Fee, 2FAFP71W72X114296, 2FAFP71W92X114297, 2FAFP71W62X117111, 2FAFP71W82X117112, 2FAFP71WX2X117113, 2FAFP71W12X117114	Pasadena Ford, Inc.

LESSEE: City of Redlands
35 Cajon Street, Suite 30 P.O. Box 3005
Redlands, CA 92373

BY: _____

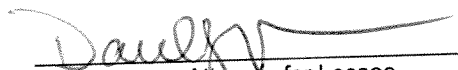
(Title)

DATE ACCEPTED: _____

OPINION OF COUNSEL

With respect to that certain Master Equipment Lease-Purchase Agreement 3967200 dated 09/20/1995 by and between Ford Motor Credit Company (Lessor) and City of Redlands (Lessee) as Supplemented by Schedule 3967209 thereto (the "Master Agreement"), I am of the opinion that:

- (1) Lessee is a political subdivision 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) police power;
- (2) Lessee has the requisite power and authority to purchase the Equipment (as defined in the Master Agreement) and to execute and deliver the Master Agreement and to perform its obligations under the Master Agreement;
- (3) the execution, delivery and performance by Lessee of the Master Agreement have been duly authorized by all necessary action on the part of Lessee;
- (4) the Uniform Commercial Code of the state where the Equipment is located and/or the certificate of title laws of such state will govern the method of perfecting Lessor's security interest in the Equipment;
- (5) the Master Agreement has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms;
- (6) there are no suits, proceedings or investigations pending or, to my knowledge, threatened against or affecting Lessee, at law or in equity, or before or by any governmental or administrative agency or instrumentality which, if adversely determined, would have a material adverse effect on the transaction contemplated in the Master Agreement or the ability of Lessee to perform its obligations under the Master Agreement and Lessee is not in default under any material obligation for the payment of borrowed money, for the deferred purchase price of property or for the payment of any rent under any lease agreement which either individually or in the aggregate would have the same such effect; and
- (7) all required public bidding procedures regarding the award of the Master Agreement and the purchase of the Equipment have been followed by Lessee and no governmental orders, permissions, consents, approvals or authorizations are required to be obtained and no registrations or declarations are required to be filed in connection with the execution and delivery of the Master Agreement.



Attorney for Lessee
Daniel McHugh

INVOICE

November 14, 2001

LESSEE:	City of Redlands Police Department 35 Cajon Street, Suite 30 P.O. Box 3005 Redlands, CA 92373
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REMIT PAYMENT TO:	FORD MOTOR CREDIT COMPANY MUNICIPAL FINANCE P. O. BOX 1739 - MD 7500 DEARBORN, MI 48121-1739
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PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR PAYMENT

ACCOUNT NUMBER	FIRST PAYMENT DUE DATE	DESCRIPTION	PAYMENT AMOUNT
3967209	11/20/2001	(6) 2002 Crown Victoria Police Sedans + 7.50% Sales Tax and \$5.00 Tire Fee, 2FAFP71W72X114296, 2FAFP71W92X114297, 2FAFP71W62X117111, 2FAFP71W82X117112, 2FAFP71WX2X117113, 2FAFP71W12X117114	\$50,317.35
PLEASE REMIT:			\$50,317.35

If you have any questions regarding this invoice, please call Patricia Walker (800-241-4199, Ext. 172).