

## **Exhibit 36**

Documents Evidencing The Treatment Under The  
Plan Of Class 2 (1999 Refunding Certificates of  
Participation Claims)

**PLEASE NOTE:**

***The attached documents have not yet been formally  
approved by the respective authorizing governing bodies  
of the City of San Bernardino and the San Bernardino  
Joint Powers Financing Authority***

**AMENDMENT NO. 1 TO TRUST AGREEMENT  
(1999 Refunding Certificates of Participation)**

This AMENDMENT NO. 1 TO TRUST AGREEMENT (this “**Amendment**”) is made and entered into and dated as of [\_\_\_\_\_], 2016 by and between U.S. BANK NATIONAL ASSOCIATION, as trustee (the “**Trustee**”), the SAN BERNARDINO JOINT POWERS FINANCING AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California (the “**Authority**”), and the CITY OF SAN BERNARDINO, a municipal corporation and charter city duly organized and existing under the laws of the State of California (the “**City**”).

RECITALS

A. The Trustee, the Authority and the City previously entered into a Trust Agreement, dated as of September 1, 1999 (the “**Original Agreement**”), pursuant to which the City caused the execution and delivery of \$15,480,000 original aggregate principal amount of Refunding Certificates of Participation (1999 Police Station, South Valle and 201 North E Street Projects) (the “**Certificates**”).

B. Repayment of the Certificates is secured in part by lease payments made by the City to the Authority pursuant to a Police Station Lease Agreement, dated as of September 1, 1999 (as amended, the “**Police Station Lease Agreement**”), by and between the Authority, as lessor of certain assets described in the Police Station Lease Agreement, and the City, as lessee.

C. The City desires: (i) to prepay all Lease Payments under the Police Station Lease Agreement (the “**Police Station Lease Payments**”) and thereby to cause the defeasance of a portion of the Certificates in accordance with the provisions of Section 10.1 of the Police Station Lease Agreement and Section 14.01 of the Trust Agreement in a principal amount equal to the aggregate unpaid principal component of such Lease Payments; and (ii) to cause the optional partial redemption of Certificates in a principal amount equal to the aggregate unpaid principal component of such Lease Payments on the earliest practicable date after such redemption for which notice of redemption can be given in accordance with Section 4.03 hereof.

The Trustee, the Authority and the City desire to amend the Original Agreement in order to permit moneys held in the Capital Reserve Fund established under the Original Agreement, as well as moneys held in the Reserve Fund established under the Original Agreement, to be applied: (i) to prepay the Police Station Lease Payments; and (ii) to the partial defeasance and optional partial redemption of Certificates.

AGREEMENT

**SECTION 1.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Original Agreement unless specifically modified by this Amendment. All of the terms and conditions set forth in the Original Agreement that are not specifically modified by this Amendment shall remain in full force and effect.

**SECTION 2.** The capitalized terms set forth in this Amendment not otherwise defined herein shall have the meanings set forth in the Original Agreement.

**SECTION 3.** Section 1.01 shall be amended to add the following definitions in the appropriate alphabetical order:

“Police Station Lease Amendment” means that certain Amendment No. 1 to Police Station Lease Agreement dated as of [\_\_\_\_\_], by and between the Authority and the City.”

“Police Station Lease Agreement” means that certain Police Station Lease Agreement, dated as of September 1, 1999, by and between the Authority, as lessor, and the City, as lessee, as amended by the Police Station Lease Amendment.”

**SECTION 4.** Section 3.06(a) is hereby deleted in its entirety and replaced with the following:

“(a) The moneys in the Capital Reserve Fund shall be disbursed by the Trustee as follows: (i) at the written direction of the City with the prior written consent of the Bond Insurer, as directed by the City Manager of the City to be applied to pay certain capital expenses within the City; or (ii) at the written direction of the City with the prior written consent of the Bond Insurer, to prepay Lease Payments and to apply such funds: (A) to the defeasance of a portion of the Certificates in accordance with Section 14.01 hereof in a principal amount equal to the aggregate unpaid principal component of such Lease Payments; and (B) to the optional partial redemption of Certificates in a principal amount equal to the aggregate unpaid principal component of such Lease Payments on the earliest practicable date after such redemption for which notice of redemption can be given in accordance with Section 4.03 hereof. The Trustee may disburse moneys from the Capital Reserve Fund: (1) with respect to payment of capital expenses, only upon receipt of: (I) a sequentially numbered requisition or an instruction, signed by the Executive Director of the Authority or the City Manager of the City, as applicable (or such officer’s designee, such designation to be evidenced in writing delivered to the Trustee), setting forth the capital improvements to be performed or reimbursed and the amounts to be disbursed for payment or reimbursement of such capital improvements; and (II) the written consent of the Bond Insurer; or (2) with respect to prepayment of the Police Station Lease Agreement, only upon receipt of: (I) an instruction signed by the Executive Director of the Authority or the City Manager of the City, as applicable (or such officer’s designee, such designation to be evidenced in writing delivered to the Trustee): (x) setting forth the amounts to be disbursed from the Capital Reserve Fund for prepayment of Lease Payments; (y) certifying that, together with amounts disbursed from the Reserve Fund pursuant to Section 6.06, the total amount of funds to be released is sufficient to prepay the Lease Payments in full; and (z) directing the Trustee to redeem in accordance with Section 4.01(a) Certificates in an aggregate principal amount equal to the principal component of such Lease Payments at the earliest practicable date for which notice of redemption can be given in accordance with Section 4.03 hereof; (II) the written consent of the Bond Insurer; and (III) the certification required by Section 4.02. Any requisition or instruction hereunder shall be signed by the Authority

Representative or the City Representative, as applicable, and the City shall provide the Bond Insurer with a copy of any such requisition or instruction concurrently with delivering such requisition or instruction to the Trustee. The Trustee will hold any funds disbursed pursuant to Section 3.06(a)(ii), together with any earnings thereon, in trust for the sole and exclusive benefit of the Owners pending the required redemption under Section 4.01(a).”

**SECTION 5.** Section 4.02 is hereby amended to add the following at the end of the section:

“Notwithstanding the foregoing, in the case of an optional redemption of Certificates occurring as a result of the prepayment of any Lease Payments, the order of redemption of the Certificates will be determined in a manner to ensure that the amount and timing of the remaining Lease Payments will be sufficient to pay principal and interest on the remaining Certificates when due, as certified by an independent financial consultant reasonably acceptable to the Trustee and the Bond Insurer.”

**SECTION 6.** The following is hereby added as Section 6.06:

“Section 6.06. Application in Event of Partial Prepayment of Lease Payments. In connection with a prepayment of Lease Payments pursuant to Article X of any Lease Agreement and a redemption of Certificates pursuant to Section 4.01(a), amounts in the Reserve Fund may be applied to such prepayment so long as the amount on deposit in the Reserve Fund following such prepayment equals or exceeds the Reserve Requirement after taking into account the redemption of the Certificates under Section 4.01(a). The City shall provide to the Trustee, with a copy to the Bond Insurer, a certificate of a City Representative (a) setting forth the amounts to be disbursed from the Reserve Fund for the prepayment of the applicable Lease Agreement, and (b) directing the Trustee to redeem in accordance with Section 4.01(a) an amount of Certificates equal to the amount of funds being released at the earliest practicable date. Such certificate shall be accompanied by the certification required by Section 4.02. The Trustee will hold any funds disbursed pursuant to this Section 6.06 in trust for the sole and exclusive benefit of the Owners pending the required redemption under Section 4.01(a).”

**SECTION 7.** As an inducement to the Trustee and the Bond Insurer consenting to this Amendment, the City hereby makes the following representations:

- (a) Other than as set forth on Schedule “1” hereto (collectively, the “Defaults”), no defaults that are required to be cured pursuant to Section 365(b)(1)(A) of Title 11 of the United States Code (the “Bankruptcy Code”) exist under that certain Continuing Disclosure Agreement between the City and the Trustee, dated as of September 29, 1999 (the “Continuing Disclosure Agreement”), the Original Agreement or the Lease Agreements (collectively, the “1999 Refunding Certificates of Participation Agreements (Police Station/201 North E Street/South Valle”).
- (b) Other than as set forth on Schedule “2” hereto, as of the date hereof, the City has given, or caused to be given notice of all Listed Events (as defined in the Continuing

Disclosure Agreement) in accordance with the terms of the Continuing Disclosure Agreement and Rule 15c2-12 as adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

- (c) The City is not a party to any agreement that modifies or purports to modify any of the 1999 Refunding Certificates of Participation Agreements (Police Station/201 North E Street/South Valle).
- (d) Each of the 1999 Refunding Certificates of Participation Agreements (Police Station/201 North E Street/South Valle) is in full force and effect.
- (e) The City has duly authorized its execution, delivery and performance of this Amendment and the Police Station Lease Amendment, and each of this Amendment and the Police Station Lease Amendment constitutes a legal, valid and binding obligation of the City enforceable in accordance with its terms.

**SECTION 8.** THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

**SECTION 9.** This Amendment shall become effective upon the satisfaction of each of the following conditions precedent:

- (a) The City has executed and delivered the Police Station Lease Amendment, in the form annexed as **Exhibit A** hereto.
- (b) The City has cured, or provided adequate assurance acceptable to the Trustee and the Bond Insurer that it will promptly cure, the Defaults.
- (c) The City shall have caused to be delivered to the Trustee, the City and the Bond Insurer a written opinion from nationally-recognized bond counsel, in substantially the form attached hereto as **Exhibit B**.
- (d) The United States Bankruptcy Court for the Central District of California, Riverside Division, or such other court that lawfully exercises jurisdiction (the “Bankruptcy Court”) over the case commenced by the City under chapter 9 of the Bankruptcy Code and styled In re City of San Bernardino, California, Case No. 6:12-28006-MJ, has issued a final and non-appealable order, in form and substance satisfactory to the Trustee and the Bond Insurer, approving the Plan of Adjustment of Debts of City of San Bernardino, California (May 29, 2015) (as such Plan of Adjustment may be amended from time to time with the consent of the Bond Insurer, the “Plan of Adjustment”).
- (e) The City provides a written certification from a City Representative that, as of the date on which the Amendment becomes effective, each of the representations set forth in SECTION 7 is true and correct.
- (f) The “Effective Date” under the Plan of Adjustment has occurred.

The Trustee, acting at the direction of the Bond Insurer, and the City may waive any of the conditions precedent set forth in subsections (b) or (e) of this SECTION 9.

**SECTION 10.** This Amendment may be executed in several counterparts, each of which shall be deemed as an original, all of which shall constitute but one of the same instrument

**SECTION 11.** THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW.

**SECTION 12.** Except as otherwise amended pursuant to this Amendment, the Trust Agreement shall remain unchanged, is hereby ratified and confirmed, and shall continue to be in full force and effect and binding upon the parties hereto

[This space intentionally left blank; signature page immediately follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Trust Agreement to be duly executed as of the day and year first written above.

U.S. BANK NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Authorized Officer

SAN BERNARDINO JOINT POWERS FINANCING  
AUTHORITY

By: \_\_\_\_\_  
Chairperson

CITY OF SAN BERNARDINO

By: \_\_\_\_\_  
Mayor

**Exhibit A**

## AMENDMENT NO. 1 TO POLICE STATION LEASE AGREEMENT

This AMENDMENT NO. 1 TO POLICE STATION LEASE AGREEMENT (this “**Amendment**”) is made and entered into and dated as of [\_\_\_\_], 2016 by and between the SAN BERNARDINO JOINT POWERS FINANCING AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California (the “**Authority**”), and the CITY OF SAN BERNARDINO, a municipal corporation and charter city duly organized and existing under the laws of the State of California (the “**City**”).

### RECITALS

A. U.S. Bank National Association, the Authority and the City previously entered into a Trust Agreement, dated as of September 1, 1999 (as amended, the “**Trust Agreement**”), pursuant to which the City caused the execution and delivery of \$15,480,000 original aggregate principal amount of Refunding Certificates of Participation (1999 Police Station, South Valle and 201 North E Street Projects) (the “**Certificates**”).

B. Repayment of the Certificates is secured in part by lease payments made by the City to the Authority pursuant to a Police Station Lease Agreement, dated as of September 1, 1999 (the “**Original Police Station Lease Agreement**”), by and between the Authority, as lessor of certain assets described in the Original Police Station Lease Agreement, and the City, as lessee.

C. The City desires: (i) to prepay all Lease Payments under the Original Police Station Lease Agreement (the “**Police Station Lease Payments**”) and thereby to cause the defeasance of a portion of the Certificates in accordance with the provisions of Section 10.1 of the Original Police Station Lease Agreement and Section 14.01 of the Trust Agreement in a principal amount equal to the aggregate unpaid principal component of such Lease Payments; and (ii) to cause the optional partial redemption of Certificates in a principal amount equal to the aggregate unpaid principal component of such Lease Payments.

D. The Authority and the City desire to amend the Original Police Station Lease Agreement pursuant to Section 8.3(d) thereof and the second paragraph of Section 10.01 of the Trust Agreement in order to permit moneys held in the Capital Reserve Fund established under the Trust Agreement to be applied to prepay the Police Station Lease Payments.

### AGREEMENT

**SECTION 1.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Original Police Station Lease Agreement unless specifically modified by this Amendment. All of the terms and conditions set forth in the Original Police Station Lease Agreement that are not specifically modified by this Amendment are hereby ratified and shall remain in full force and effect.

**SECTION 2.** The capitalized terms set forth in this Amendment not otherwise defined herein shall have the meanings set forth in the Original Police Station Lease Agreement.

**SECTION 3.** The third sentence of the second paragraph of Section 10.2 is hereby deleted in its entirety and replaced with the following:

“Such option shall be exercised, in the event of prepayment in full, by depositing with said notice cash and/or instructing the Trustee to apply moneys held in the Capital Reserve Fund, in an aggregate amount which, together with amounts then on deposit in the Reserve Fund, the Insurance and Condemnation Fund and the Lease Payment Fund, will be sufficient to pay the aggregate unpaid component of the Lease Payments attributable to the Certificates then due but unpaid, or in the event of prepayment in part, by depositing with said notice cash, and/or instructing the Trustee to apply moneys held in the Capital Reserve Fund, in each case in an amount divisible by \$5,000 equal to the amount desired to be prepaid together with any Lease Payments attributable to the Certificates then due but unpaid.”

**SECTION 4.** THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW.

**SECTION 5.** This Amendment shall become effective upon the later to occur of its execution and delivery and the satisfaction or waiver of the conditions precedent to the effectiveness of that certain Amendment No. 1 to the Trust Agreement, dated as of [\_\_\_\_\_], 2016.

**SECTION 6.** This Amendment may be executed in several counterparts, each of which shall be deemed as an original, all of which shall constitute but one of the same instrument.

**SECTION 7.** Except as otherwise amended pursuant to this Amendment, the Original Police Station Lease Agreement shall remain unchanged, is hereby ratified and confirmed, and shall continue to be in full force and effect and binding upon the parties hereto.

[This space intentionally left blank; signature page immediately follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Police Station Lease Agreement to be duly executed as of the day and year first written above.

SAN BERNARDINO JOINT POWERS FINANCING  
AUTHORITY

By: \_\_\_\_\_  
Chairperson

CITY OF SAN BERNARDINO

By: \_\_\_\_\_  
Mayor

**Exhibit B**

**STRADLING YOCCA CARLSON & RAUTH, P.C.**  
660 NEWPORT CENTER DRIVE, SUITE 1600  
NEWPORT BEACH, CA 92660-6422  
SYCR.COM

CALIFORNIA  
NEWPORT BEACH  
SACRAMENTO  
SAN DIEGO  
SAN FRANCISCO  
SANTA BARBARA  
SANTA MONICA  
COLORADO  
DENVER  
NEVADA  
RENO  
WASHINGTON  
SEATTLE

\_\_\_\_\_, 2016

City of San Bernardino  
San Bernardino, California

San Bernardino Joint Powers Financing Authority  
San Bernardino, California

U.S. Bank National Association  
Los Angeles, California

National Public Finance Guarantee Corporation  
Purchase, New York

Ladies and Gentlemen:

We have acted as Bond Counsel to the City of San Bernardino (the “City”) and the San Bernardino Joint Powers Financing Authority (the “Authority”) in connection with the execution of: (1) Amendment No. 1 to Police Station Lease Agreement, dated as of \_\_\_\_ 1, 2016 (the “Lease Amendment”), by and between the City and the Authority; and (2) Amendment No. 1 to Trust Agreement, dated as of \_\_\_\_ 1, 2016 (the “Trust Agreement Amendment” and, together with the Lease Amendment, the “Amendments”), by and among the City, the Authority and U.S. Bank National Association, as trustee (the “Trustee”), each relating to the \$15,480,000 original aggregate principal amount of Refunding Certificates of Participation (1999 Police Station, South Valle and 201 North E Street Projects) (the “Certificates”). The execution of the Amendments was authorized pursuant to Resolution No. \_\_\_\_ of the City and Resolution No. \_\_\_\_ of the Authority, each adopted on \_\_\_\_ \_\_, 20\_\_\_. All capitalized terms not defined herein shall have the meanings ascribed to such terms in the Trust Agreement Amendment.

In rendering our opinion, we have examined the applicable law and originals or certified copies of: (i) the Amendments; (ii) the Police Station Lease Agreement, dated as of September 1, 1999 (the “Original Lease”), by and between the City and the Authority; (iii) the Trust Agreement,

\_\_\_\_\_, 2016

City of San Bernardino  
San Bernardino Joint Powers Financing Authority  
U.S. Bank National Association  
National Public Finance Guarantee Corporation  
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dated as of September 1, 1999 (the “Original Trust Agreement” and, together with the Original Lease, the “Original Agreements”), by and among the City, the Authority and the Trustee; (iv) the resolutions of the City and the Authority approving the Amendments; and (v) such other information and documents as we have deemed necessary to render the opinions set forth herein.

Based upon and in reliance on the foregoing, we are of the opinion that:

(a) The Amendments have been duly authorized, executed and delivered by the City and the Authority in accordance with the amendment provisions of the Original Agreements and constitute amendments that the City and the Authority deem desirable and which do not materially adversely affect the interests of the Owners of the Certificates.

(b) Assuming due authorization, execution and delivery of the Trust Agreement Amendment by the Trustee, the Amendments constitute the legal, valid and binding obligations of the City and the Authority enforceable against the City and the Authority in accordance with their respective terms, except as the same may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights, by equitable principles, by the exercise of judicial discretion in appropriate cases and by the limitations on remedies against public agencies in the State of California. In addition, neither the execution and delivery of the Amendments nor any of the transactions contemplated thereby will adversely affect the enforceability of the Original Agreements against the City and the Authority, as applicable.

(c) Neither the execution and delivery of the Amendments nor any of the transactions contemplated thereby will adversely affect the exclusion from gross income for federal income tax purposes of interest with respect to the Certificates. In order for interest with respect to the Certificates to be excluded from gross income for federal income tax purposes subsequent to their date of issuance, it is necessary that certain provisions of the Internal Revenue Code of 1986, as amended, be complied with on a continuous basis. We have made no independent investigation as to whether there has been such compliance in the present case. Accordingly, we express no opinion as to whether interest with respect to the Certificates is presently excluded from gross income for federal income tax purposes or is exempt from State of California personal income taxation as of the date of this opinion. This opinion letter does not constitute a reaffirmation of any opinions previously delivered by this firm or any other with respect to the Certificates, the Original Agreements or any amendments thereto.

The opinions expressed herein are based upon our analysis and interpretation of existing laws, regulations, rulings and judicial decisions, and the foregoing opinions cover certain matters not directly addressed by such authorities. We call attention to the fact that such opinions may be affected by actions taken or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether such actions or events are taken or occur. We expressly

\_\_\_\_\_, 2016

City of San Bernardino  
San Bernardino Joint Powers Financing Authority  
U.S. Bank National Association  
National Public Finance Guarantee Corporation  
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disclaim any obligation to update this opinion letter. No attorney-client relationship exists between us and you with respect to the Certificates or the Amendments.

Our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction.

We have not been engaged, nor have we undertaken, to advise any party or to opine as to any matters not specifically covered herein, including, but not limited to, matters relating to compliance with any securities laws.

This opinion letter may be relied upon only by you and may not be circulated, quoted from or relied upon by any other party without our prior written consent.

Respectfully submitted,

**Schedule 1**

Schedule "1"

DEFAULTS

1. Audited Financial Statements for Fiscal Years 2013-14 and 2014-15 have not been filed.
2. Tax liens exist on the leased property as set forth on the following pages.

BOND	OBLIGATION	DOCUMENT EVIDENCING REAL PROPERTY SECURITY	LEASED PROPERTY DESCRIPTION	APN NO.	TAX AMOUNT DUE (as of 3/31/16)
Refunding Certificates of Participation (Police Station, South Valle and 201 North E Street) ("1999 Refunding Certificates")	City obligated to make payments under lease between the City and the JPFA for property identified as the Police Station Site.	None	<p>The Police Station Site located at 710 N. "D" Street.</p> <p>Legal description of a single parcel set forth in Exhibit A to lease between City and JPFA identified as Parcel 1 of Parcel Map No. 14725. This corresponds to APN 0140-281-52 per the County Assessor records. The Assessor's records reflect that this parcel was transferred from the Redevelopment Agency ("RDA") to the Economic Development Corp. ("EDC") in March 2011 and then subsequently transferred to the Successor Agency in November 2014. The taxes due for this APN are \$710,939.33.</p>	0140-281-52	\$710,939.33

<p>1999 Refunding Certificates</p>	<p>City obligated to make payments under lease between the City and the JPFA for property described as the 201 N. "E" Street Site (legally described in Exhibit A as Parcel 1A and 1B to the lease which was recorded as Doc. No. 19990408375).</p>	<p>Deed of Trust encumbering 201 N. "E" Street site recorded as Doc. No. 19990408316</p>	<p>Legal description of two parcels set forth in Exhibit A.</p> <p>Parcel 1A is legally described as Parcel 27 of Parcel Map 688. This corresponds to APN 0134-321-24 per the County Assessor records. The Assessor's records reflect that this parcel was transferred from the RDA to the EDC in March 2011 and then subsequently transferred to the Successor Agency in November 2014. The taxes due for this APN are \$296,271.04.</p> <p>Parcel 1B is an easement for ingress and egress.</p>	<p>0134-321-24</p>	<p>\$296,271.04</p>
<p>1999 Refunding Certificates</p>	<p>City obligated to make payments due under the lease between the City and the JPFA for property</p>	<p>None</p>	<p>The legal description appears to consist of certain rights-of-way in the area of Hunts Lane, Redlands Boulevard, "E"</p>	<p>None known</p>	<p>None known</p>

	described as the South Valle improvements (legally described in Exhibit A as consisting of four separate parcels which was recorded as Doc. No. 19990408318).		Street, Waterman Avenue and Caroline Street based on the legal descriptions in the South Valle lease.		
San Bernardino Joint Powers Financing Authority Lease Revenue Bonds (City Hall Project) Series 1996)	City obligated to make payments for "Project" as defined in Indenture. Indenture defines Project as "City Hall and the Parking Structure described collectively in Exhibit "A" to the Lease Agreement." The term "Lease Agreement" means the "Lease Purchase Agreement dated December 1, 1996" between the Authority and the City. This	None	Parcels described in Exhibits A to Lease Agreement contain legal descriptions of Parcels A, B, B-1, C, D and Parking Structure.	Parcels A, B and B-1 reference portions of "Parcels 24 and 25 of Parcel Map 688 in City of San Bernardino...." These parcels were subsequently split and the legal description of the property now appears to correspond with the following parcels shown on Assessor Parcel Map No. 0134 pages 25 and 31: (a) 0134-251-58 (identified as Plaza East); (b)	<u>Parcel A and B-1</u>  That portion of this legal description now identified as Plaza East, APN 0134-251-58, has outstanding taxes due of \$46,654.93.  No known taxes due for the remainder of the legally described property which appears to be the land under City Hall (APN 0134-251-51).

	<p>Lease Agreement was recorded as Doc. No. 19970104310.</p>			<p>0134-251-51 (which appears to be the ground under the City Hall building); and (c) 0134-251-61 (the City Hall building itself).</p> <p>Parcels C and D are easements for the benefits of Parcels A, B and B-1.</p> <p>The Parking Structure is legally described as Parcel 28 of Parcel Map No. 688. Per the County Assessor's records, this parcel corresponds to APN. 0134-311-50. The Assessor's records reflect that this parcel was transferred from the RDA to the EDC in March 2011 and then subsequently</p>	<p><u>Parcel B</u></p> <p>None for City Hall building (APN 0134-251-61).</p> <p><u>Parcels C and D</u></p> <p>None known for these easements.</p> <p><u>Parking Structure</u></p> <p>Legal description corresponds to APN 0134-311-50 for which taxes are due of \$317,435.69.</p>
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				transferred to the Successor Agency in November 2014. The taxes due for this APN are \$317,435.69.	
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**Schedule 2**

None.

## AMENDMENT NO. 1 TO POLICE STATION LEASE AGREEMENT

This AMENDMENT NO. 1 TO POLICE STATION LEASE AGREEMENT (this “**Amendment**”) is made and entered into and dated as of [\_\_\_\_], 2016 by and between the SAN BERNARDINO JOINT POWERS FINANCING AUTHORITY, a joint powers authority duly organized and existing under the laws of the State of California (the “**Authority**”), and the CITY OF SAN BERNARDINO, a municipal corporation and charter city duly organized and existing under the laws of the State of California (the “**City**”).

### RECITALS

A. U.S. Bank National Association, the Authority and the City previously entered into a Trust Agreement, dated as of September 1, 1999 (as amended, the “**Trust Agreement**”), pursuant to which the City caused the execution and delivery of \$15,480,000 original aggregate principal amount of Refunding Certificates of Participation (1999 Police Station, South Valle and 201 North E Street Projects) (the “**Certificates**”).

B. Repayment of the Certificates is secured in part by lease payments made by the City to the Authority pursuant to a Police Station Lease Agreement, dated as of September 1, 1999 (the “**Original Police Station Lease Agreement**”), by and between the Authority, as lessor of certain assets described in the Original Police Station Lease Agreement, and the City, as lessee.

C. The City desires: (i) to prepay all Lease Payments under the Original Police Station Lease Agreement (the “**Police Station Lease Payments**”) and thereby to cause the defeasance of a portion of the Certificates in accordance with the provisions of Section 10.1 of the Original Police Station Lease Agreement and Section 14.01 of the Trust Agreement in a principal amount equal to the aggregate unpaid principal component of such Lease Payments; and (ii) to cause the optional partial redemption of Certificates in a principal amount equal to the aggregate unpaid principal component of such Lease Payments.

D. The Authority and the City desire to amend the Original Police Station Lease Agreement pursuant to Section 8.3(d) thereof and the second paragraph of Section 10.01 of the Trust Agreement in order to permit moneys held in the Capital Reserve Fund established under the Trust Agreement to be applied to prepay the Police Station Lease Payments.

### AGREEMENT

**SECTION 1.** This Amendment hereby incorporates by reference all terms and conditions set forth in the Original Police Station Lease Agreement unless specifically modified by this Amendment. All of the terms and conditions set forth in the Original Police Station Lease Agreement that are not specifically modified by this Amendment are hereby ratified and shall remain in full force and effect.

**SECTION 2.** The capitalized terms set forth in this Amendment not otherwise defined herein shall have the meanings set forth in the Original Police Station Lease Agreement.

**SECTION 3.** The third sentence of the second paragraph of Section 10.2 is hereby deleted in its entirety and replaced with the following:

“Such option shall be exercised, in the event of prepayment in full, by depositing with said notice cash and/or instructing the Trustee to apply moneys held in the Capital Reserve Fund, in an aggregate amount which, together with amounts then on deposit in the Reserve Fund, the Insurance and Condemnation Fund and the Lease Payment Fund, will be sufficient to pay the aggregate unpaid component of the Lease Payments attributable to the Certificates then due but unpaid, or in the event of prepayment in part, by depositing with said notice cash, and/or instructing the Trustee to apply moneys held in the Capital Reserve Fund, in each case in an amount divisible by \$5,000 equal to the amount desired to be prepaid together with any Lease Payments attributable to the Certificates then due but unpaid.”

**SECTION 4.** THIS AMENDMENT SHALL BE CONSTRUED AND GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAW.

**SECTION 5.** This Amendment shall become effective upon the later to occur of its execution and delivery and the satisfaction or waiver of the conditions precedent to the effectiveness of that certain Amendment No. 1 to the Trust Agreement, dated as of [\_\_\_\_\_], 2016.

**SECTION 6.** This Amendment may be executed in several counterparts, each of which shall be deemed as an original, all of which shall constitute but one of the same instrument.

**SECTION 7.** Except as otherwise amended pursuant to this Amendment, the Original Police Station Lease Agreement shall remain unchanged, is hereby ratified and confirmed, and shall continue to be in full force and effect and binding upon the parties hereto.

[This space intentionally left blank; signature page immediately follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Police Station Lease Agreement to be duly executed as of the day and year first written above.

SAN BERNARDINO JOINT POWERS FINANCING  
AUTHORITY

By: \_\_\_\_\_  
Chairperson

CITY OF SAN BERNARDINO

By: \_\_\_\_\_  
Mayor