

[Closing Date]

California Enterprise Development Authority
2150 River Plaza Drive, Suite 275
Sacramento, California 95833

U.S. Bank National Association
633 West Fifth Street, 24th floor
Los Angeles, California 90071

Pacific Western Bank
9701 Wilshire Blvd, Suite 700
Beverly Hills, California 90212

SBD Corporate Center II, LLC
4221 Wilshire Blvd. Suite 380
Los Angeles, California 90010

RE: Lease Agreement, dated as of [_____], 2021, by and between SBD Corporate Center II, LLC, as assignee of Inland Valley Development Agency, as Lessor, and San Bernardino County Fire Protection District, as Lessee (the “Lease Agreement”)

Ladies and Gentlemen:

This Letter of Representations (this “Letter of Representations”) is being executed and delivered by the San Bernardino County Fire Protection District, a fire protection district created pursuant to the Fire Protection District Law of 1987 (Part 2.7 of Division 12 of the California Health and Safety Code) and governed ex officio by the San Bernardino County Board of Supervisors (the “District”) pursuant to the Purchase Contract, dated [Closing Date] (the “Purchase Contract”), by and among California Enterprise Development Authority, a joint exercise of powers agency duly organized and validly existing under the laws of the State of California (the “Issuer”), Inland Valley Development Agency, a joint exercise of powers agency duly organized and validly existing under the laws of the State of California (the “Agency”), SBD Corporate Center II, LLC, a limited liability company duly organized and validly existing under the laws of the State of California (the “Developer”), and Pacific Western Bank, as purchaser (the “Purchaser”), relating to the \$24,959,350 aggregate principal amount of the Issuer’s Lease Revenue Bonds (San Bernardino County Fire Protection District Project) Series 2021 (the “Series 2021 Bonds”). A copy of the Purchase Contract has been delivered to the District.

The District has entered into the Lease Agreement, dated as of [_____], 2021 (the “Lease Agreement”), by and between the Agency, as lessor, and the District, as lessee, with respect to the real property and improvements located at 1111 East Mill Street, Building 2, San Bernardino, California 92408 (the “Premises”). The Agency has assigned the Lease Agreement to the Developer pursuant to the terms and provisions of the Assignment and Assumption Agreement, dated as [_____], 2021 (the “Assignment and Assumption Agreement”), between the Agency and the Developer and consented to by the District. In order to finance the acquisition, design, development, construction, improvement, equipping and furnishing of the Premises to be leased by the District from the Developer pursuant to the Lease Agreement, the Issuer, the Developer, and the Purchaser will enter into the Purchase Contract, pursuant to which

the Purchaser has agreed to purchase and the Issuer has agreed to issue and deliver to the Purchaser all, but not less than all, of the Series 2021 Bonds.

All capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Contract.

The District hereby represents, covenants and agrees with you as follows:

1. The District is a fire protection district created pursuant to the Fire Protection District Law of 1987 (Part 2.7 of Division 12 of the California Health and Safety Code), validly existing under Constitution and the laws of the State of California.

2. The Board of Directors of the District duly adopted Resolution No. [____] on [____], 2021 (the “Resolution”) approving the form of the Lease Agreement and the terms thereof and authorizing certain other actions related thereto. The Resolution has not been modified, amended, rescinded or revoked since its adoption and, as of the date of this Letter of Representations, is in full force and effect.

3. The District has full legal right, power and authority (i) to adopt the Resolution, and (ii) to enter into, execute, deliver, and perform its obligations under and consummate the transactions on its part contemplated by the Lease Agreement, the Assignment and Assumption Agreement, the Lease Assignment Agreement, dated [____], 2021, by and between the Developer and U.S. Bank National Association and acknowledged by the District, the Work Letter, dated as of [____], 2021, by and between the Agency and the District, the Agreement for Property Management, dated as of [____], 2021, by and between FJ Management, LLC and the District, this Letter of Representations, and any other documents, certificates, or agreements necessary to carry out and consummate the transactions contemplated by any and all of the foregoing (collectively, the “District Documents”).

4. By all necessary official action of the District, the District has authorized and approved the execution and delivery of, and the performance by the District of the obligations on its part contained in, the District Documents, and the consummation by it of all transactions contemplated by the District Documents.

5. As of the date hereof, to the best of the District’s knowledge, the District is not in material breach of or material default under any loan agreement, indenture, bond, note, resolution, agreement (including, without limitation, the District Documents) or other instrument to which the District is a party which material breach or material default has or may have an adverse effect on the ability of the District to perform its obligations under the District Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a material breach of or material default under any such instrument; and the adoption of the Resolution, the execution and delivery of the District Documents, and the compliance with the provisions on the District’s part contained therein, will not in any material respect conflict with or constitute a material breach of or a material default under any State constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the District is a party nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge

or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the District or under the terms of any such law, regulation or instrument, except as provided in the District Documents.

6. To the best of the District's knowledge, all authorizations, approvals, licenses, permits, consents and orders of any State governmental authority, legislative body, board, agency or commission having jurisdiction of the matters which are required for the due authorization of, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by the District of its obligations under, the District Documents have been duly obtained.

7. Assuming the due authorization, execution and delivery by the other parties thereto, the District Documents, when duly authorized, executed and delivered by the District, will constitute the legal, valid and binding obligations of the District, enforceable against the District in accordance with their respective terms, subject to bankruptcy, reorganization, insolvency, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights generally and by the application of general principles of equity if equitable remedies are sought.

8. To the best of the District's knowledge, no action, suit, proceeding, hearing or investigation is pending or threatened against the District (i) in any way affecting the corporate existence of the District or the titles of its officers to their respective offices, or (ii) in any way contesting or affecting the validity or enforceability of any of the District Documents or the Resolution, or contesting the powers or authority of the District with respect to the Resolution or any of the District Documents, wherein a final adverse decision would materially adversely affect the validity or enforceability of the District Documents.

[Signature Page Follows]

IN WITNESS WHEREOF, the San Bernardino County Fire Protection District has executed and delivered this Letter of Representations as of the date first above written.

SAN BERNARDINO COUNTY FIRE
PROTECTION DISTRICT

By _____

[Attest:

Clerk of the Board

By _____
Deputy]

APPROVED AS TO FORM:

DISTRICT COUNSEL

By _____
Deputy District Counsel