

# Lindsay Oversight Board Agenda

Council Chambers at City Hall  
251 E. Honolulu, Lindsay, Ca. 93247

**February 23, 2015 at 10:00am**

## 1. OPEN SESSION

A. **CALL TO ORDER:** 10:00 am

B. **ROLL CALL:** Board members McQueen, Lara, Statton, Schimelpfening, Ishida and Wilkinson

C. **Flag Salute:**

## 2. PUBLIC COMMENT –

*The public is invited to comment on any subject under the jurisdiction of the Board, including agenda items, other than noticed public hearings. Comments shall be limited to three (3) minutes per person, with thirty (30) minutes overall for the entire comment period, unless otherwise indicated by the Chairperson.*

3. **Approval of Meeting Minutes for August 25, 2014** (pg. 1-2)

4. **Letter of Completion from Department of Finance** (pg. 3-12)  
Presented by Tamara Laken - Fiscal Officer

5. **Recognized Obligation Payment Schedule (ROPS)**  
**(ROPS will be provided at meeting)**  
Presented by Tamara Laken - Fiscal Officer

A. Review and Approval of Oversight Board Resolution 15-02  
July 2015 to December 2015 (ROPS 15-16A)

6. **Consideration of Oversight Board Resolution 15-01 Approving the Issuance & Sale of Tax Allocation Refunding Bonds, Approving the Form of an Indenture of Trust and Authorizing Certain Other Actions in Connection Therewith.** (pg. 13-79)  
Presented by Tamara Laken – Fiscal Officer

A. Review and Approval of Oversight Board Resolution 15-01

## 7. Adjournment.

Notice: if documents are distributed to board members concerning an agenda item within 72 hours of a regular board meeting, at the same time the documents will be made available for public inspection at City Hall located at 251 E. Honolulu during regular business hours. If a disability-related modification or accommodation is requested, please contact City Manager's Office at 559-562-7103. In compliance with the Americans with Disabilities Act and the California Ralph M. Brown Act, if you need special assistance to participate in this meeting, or to be able to access this agenda and documents in the agenda packet, please contact City Manager's Office at (559) 562-7103. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting and/or provision of an appropriate alternative format of the agenda and documents in the agenda packet.

**Lindsay Oversight Board**  
**Council Chambers at City Hall**  
**251 East Honolulu, Lindsay, California**  
**Monday, August 25, 2014**  
**10:00 a.m.**

**CALL TO ORDER.**

Chairman McQUEEN called the meeting noted above to order at 10:08 a.m. in the Council Chambers at City Hall, 251 E. Honolulu, Lindsay, California.

**BOARD PRESENT:** MERCER, ISHIDA, WILKINSON, STATTON, LARA.

**BOARD ABSENT:** SCHIMELPFENING , McQUEEN.

**STAFF PRESENT:** Maria Knutson, Tamara Laken and Bill Zigler.

**FLAG SALUTE:** Led by Vice Chairman LARA.

**PUBLIC COMMENT:** None.

**APPROVAL OF FEBRUARY 24, 2014 MEETING MINUTES.**

Vice Chairman LARA: Board members, you have before you the minutes of the February 24, 2014 Board meeting, if there are no comments or corrections, do I hear a motion to approve?

**ACTION:**

On Motion by WILKINSON and Second by ISHIDA, Minutes were approved as presented.

**PROPOSED LOAN AGREEMENT FOR SUBORDINATE TAX ALLOCATION NOTE ISSUE OF 2009 DUE OCTOBER 1, 2014**

The Finance Director explained the 2009 bond payment coming due in October and the proposed method of payment as the City will be unable to pay the total amount by the due date. She explained the proposal in detail and stated that after a thorough review of the cash balances in all city funds and the encumbrances for approved appropriations for each fund, an Intra-Fund Transfer Schedule was developed and approved at the July 22, 2014 City Council Meeting. This schedule details the funds with available cash for lending/investing for a short-term loan. Each fund will earn 4.5% interest pro-rated to the actual amount of time the funds remain unavailable for use. While the interest is considerably higher than our two current investment options, it is considerably less than would be paid to an outside lender if the Successor Agency had to borrow the funds, or refinance the bond to a longer term. She added the formal agreement will be predicated upon approval by the Oversight Board and approval of the California Department of Finance.

**ACTION:**

Upon Motion by ISHIDA, and Second by WILKINSON, THE LINDSAY OVERSIGHT BOARD APPROVED RESOLUTION 14-03 APPROVING THE PROPOSED LOAN AGREEMENT FOR SUBORDINATE TAX ALLOCATION NOTE ISSUE OF 2009 DUE ON OCTOBER 1, 2014, BY UNANIMOUS VOTE.

AYES: ISHIDA, WILKINSON, STATTON, MERCER, LARA.  
NOES: None.  
ABSENT: SCHIMELPFENING, McQUEEN.  
ABSTAIN: None.

**RECOGNIZED PAYMENT SCHEDULE (ROPS) FOR PERIOD JANUARY 1<sup>st</sup> - JUNE 30, 2015**

Finance Director Tamara Laken stated this is a request for Board Approval of Resolution 14-02 approving the ROPS (Recognized Obligation Payment Schedule) for the Period from Jan.1<sup>st</sup> to Jun. 30<sup>th</sup>, 2015. She explained the attachments and process in detail, then asked for Board approval of the required resolution that is to be submitted to the Department of Finance.

**ACTION:**

Upon Motion by STATTON, and Second by MERCER, THE LINDSAY OVERSIGHT BOARD APPROVED LINDSAY OVERSIGHT BOARD RESOLUTION 14-02 FOR JANUARY 1 TO JUNE 30, 2015, BY UNANIMOUS VOTE.

AYES: STATTON, MERCER, ISHIDA, WILKINSON, LARA.  
NOES: None.  
ABSENT: SCHIMELPFENING , McQUEEN.  
ABSTAIN: None.

Vice Chairman LARA asked if there were any other questions or discussion from the Board, seeing there were none, he asked if there was a Motion to adjourn.

**ADJOURN.** Upon motion of MERCER, Second of ISHIDA, Vice Chairman LARA, adjourned the meeting of the Lindsay Oversight Board at 10:35 a.m.

ATTEST:

LINDSAY OVERSIGHT BOARD

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Carmela Wilson, City Clerk

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Greg McQueen, Chairperson



January 5, 2015

Ms. Tamara Laken, Finance Director  
City of Lindsay  
251 East Honolulu  
Lindsay, CA 93247

Dear Ms. Laken:

Subject: Finding of Completion

The California Department of Finance (Finance) has completed the Finding of Completion for the City of Lindsay Successor Agency.

Finance has completed its review of your documentation, which may have included reviewing supporting documentation submitted to substantiate payment or obtaining confirmation from the county auditor-controller. Pursuant to Health and Safety Code (HSC) section 34179.7, we are pleased to inform you that Finance has verified that the Agency has made full payment of the amounts determined under HSC section 34179.6, subdivisions (d) or (e) and HSC section 34183.5.

This letter serves as notification that a Finding of Completion has been granted. The Agency may now do the following:

- Place loan agreements between the former redevelopment agency and sponsoring entity on the ROPS, as an enforceable obligation, provided the oversight board makes a finding that the loan was for legitimate redevelopment purposes per HSC section 34191.4 (b) (1). Loan repayments will be governed by criteria in HSC section 34191.4 (a) (2).
- Utilize proceeds derived from bonds issued prior to January 1, 2011 in a manner consistent with the original bond covenants per HSC section 34191.4 (c).

Additionally, the Agency is required to submit a Long-Range Property Management Plan to Finance for review and approval, per HSC section 34191.5 (b), within six months from the date of this letter.

Please direct inquiries to Derk Symons, Staff Finance Budget Analyst, or Chris Hill, Principal Program Budget Analyst, at (916) 445-1546.

Sincerely,

  
JUSTYN HOWARD

Acting Program Budget Manager

cc: Ms. Maria Knutson, Administrative Supervisor, City of Lindsay  
Ms. Rita A. Woodard, Auditor-Controller, Tulare County  
California State Controller's Office

**Low-and-Moderate Income Housing Fund (LMIHF) Due Diligence Review (DDR) Remittances Paid in Fiscal Year 2014-15**

Payments Occurring from July 1, 2014 to June 30, 2015  
(Report all Values in Whole Dollars)

County : Tulare

Title of Former Redevelopment Agency (RDA):

	Countywide Totals	County RDA	Dinuba RDA	Exeter RDA	Farmersville RDA	Lindsay RDA	Porterville RDA
<b>LMIHF Remittances:</b>							
Total SA was Ordered to Remit (Less Payments in Previous Years)	150,000	-	-	-	-	150,000	-
Total SA Actually Remitted (Includes interest amount to be remitted)	150,000	-	-	-	-	150,000	-
<b>Total Remittances</b>	<b>150,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>150,000</b>	<b>-</b>
Difference Between Total Ordered and Total Actually Remitted	-	-	-	-	-	-	-

**Distribution of LMIHF Remittances:**

Cities	18,381	-	-	-	-	18,381	-
Counties	30,665	-	-	-	-	30,665	-
Special Districts	13,116	-	-	-	-	13,116	-
K-12 Schools	44,600	-	-	-	-	44,600	-
Community Colleges	7,729	-	-	-	-	7,729	-
County Office of Education	3,569	-	-	-	-	3,569	-
Total ERAF (Please break out the ERAF amounts into the following categories if this information is readily available):	<b>31,940</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>31,940</b>	<b>-</b>
ERAF - K-12	-						
ERAF - Community Colleges	-						
ERAF - County Offices of Education	-						
<b>Total Distributed Remittances (Total Remittances Must Equal the Total Distributed Remittances)</b>	<b>150,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>150,000</b>	<b>-</b>
Total Remittance Distributions to K-14 Schools:	87,838	-	-	-	-	87,838	-
Percentage of Remittance Distributions to K-14 Schools	58.6%					58.6%	

**Comments (Optional):**

	SA made payment in previous year	Final Amount was zero	SA made payment in previous year	SA made payment in previous year	SA made payment in previous year	SA made 2 payments of \$25,000 each and \$100,000 was withheld from SA's ROPS 14-15B distribution as directed by DOF.	SA made payment in previous year
Check Total (Must be zero)	0	0	0	0	0	0	0

**Lo**

**County :** Tulare

**Title of Former Redevelopment Agency (RDA):**

**LMIHF Remittances:**

Total SA was Ordered to Remit (Less Payments in Previous Years)

Total SA Actually Remitted (Includes interest amount to be remitted)

**Total Remittances**

Difference Between Total Ordered and Total Actually Remitted

**Distribution of LMIHF Remittances:**

Cities

Counties

Special Districts

K-12 Schools

Community Colleges

County Office of Education

Total ERAF (Please break out the ERAF amounts into the following categories if this information is readily available):

ERAF - K-12

ERAF - Community Colleges

ERAF - County Offices of Education

**Total Distributed Remittances (Total Remittances Must Equal the Total Distributed Remittances)**

Total Remittance Distributions to K-14 Schools:

Percentage of Remittance Distributions to K-14 Schools

**Comments (Optional):**

Check Total (Must be zero)

	Tulare RDA	Visalia RDA	Woodlake RDA
Total SA was Ordered to Remit (Less Payments in Previous Years)	-	-	-
Total SA Actually Remitted (Includes interest amount to be remitted)	-	-	-
<b>Total Remittances</b>	-	-	-
Difference Between Total Ordered and Total Actually Remitted	-	-	-
<b>Distribution of LMIHF Remittances:</b>			
Cities	-	-	-
Counties	-	-	-
Special Districts	-	-	-
K-12 Schools	-	-	-
Community Colleges	-	-	-
County Office of Education	-	-	-
Total ERAF (Please break out the ERAF amounts into the following categories if this information is readily available):	-	-	-
ERAF - K-12			
ERAF - Community Colleges			
ERAF - County Offices of Education			
<b>Total Distributed Remittances (Total Remittances Must Equal the Total Distributed Remittances)</b>	-	-	-
Total Remittance Distributions to K-14 Schools:	-	-	-
Percentage of Remittance Distributions to K-14 Schools			
<b>Comments (Optional):</b>	SA made payment in previous year	SA made payment in previous year	SA made payment in previous year
Check Total (Must be zero)	0	0	0

SUMMARY BY SUCCESSOR AGENCY (SA) FY 2014/15				LINDSAY		WOODLAKE		TOTAL	
AGENCY	PIMS FUND	AFIN FUND	ELIER	LMIHF	Sale of Former RDA Properties	LMIHF	Sale of Former RDA Properties	LMIHF	Sale of Former RDA Properties
LIBRARY	016	010	X	2,251.00	0.00	0.00	1,530.00	2,251.00	1,530.00
GENERAL COUNTY	011	001	X	26,488.00	0.00	0.00	18,001.00	26,488.00	18,001.00
FIRE	017	013	X	1,578.00	0.00	0.00	0.00	1,578.00	0.00
WOODLAKE ELEM.	137	663	X	0.00	0.00	0.00	21,861.00	0.00	21,861.00
COUNTY SCHOOL SERVICE FUND	198	666	X	3,569.00	0.00	0.00	2,426.00	3,569.00	2,426.00
WOODLAKE HIGH	147	674	X	0.00	0.00	0.00	13,387.00	0.00	13,387.00
COLLEGE OF THE SEQUOIAS	151	675	X	7,729.00	0.00	0.00	5,253.00	7,729.00	5,253.00
LINDSAY UNIFIED	156	624	X	44,600.00	0.00	0.00	0.00	44,600.00	0.00
EDUC REV AUGMENTATION FUND	098	519	X	31,940.00	0.00	0.00	25,344.00	31,940.00	25,344.00
DELTA VECTOR CONTROL	307	712	X	0.00	0.00	0.00	1,390.00	0.00	1,390.00
KAWEAH DELTA WATER CONSERV	338	316	X	0.00	0.00	0.00	28.00	0.00	28.00
<b>LINDSAY CITY</b>	<b>351</b>	<b>361</b>	<b>X</b>	<b>18,381.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>18,381.00</b>	<b>0.00</b>
LINDSAY HOSPITAL	344	359	X	9,676.00	0.00	0.00	0.00	9,676.00	0.00
LINDSAY-STRATHMORE CEMETERY	345	729	X	1,604.00	0.00	0.00	0.00	1,604.00	0.00
LINDSAY-STRATHMORE MEMORIAL	346	731	X	1,836.00	0.00	0.00	0.00	1,836.00	0.00
TULARE CO AIR POLLUTION CONTROL	401	001	X	38.00	0.00	0.00	34.00	38.00	34.00
TULARE COUNTY FLOOD CONTROL	402	771	X	310.00	0.00	0.00	211.00	310.00	211.00
TULARE CO RESOURCE CONSERVATION	403	796	X	0.00	0.00	0.00	2.00	0.00	2.00
WOODLAKE CITY	432	382	X	0.00	0.00	0.00	17,669.00	0.00	17,669.00
WOODLAKE FIRE	437	787	X	0.00	0.00	0.00	5,095.00	0.00	5,095.00
WOODLAKE MEMORIAL	438	788	X	0.00	0.00	0.00	1,318.00	0.00	1,318.00
WOODVILLE CEMETERY	439	789	X	0.00	0.00	0.00	951.00	0.00	951.00
<b>GRAND TOTALS</b>				<b>150,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>114,500.00</b>	<b>150,000.00</b>	<b>114,500.00</b>
							Check	150,000.00	114,500.00
								0.00	0.00

SUMMARY BY SUCCESSOR AGENCY (SA)			
FY 2014/15			
ROPS 14-15B			
AGENCY	PIMS FUND	AFIN FUND	FILTER

COUNTY SA		DINUBA		EXETER		FARMERSVILLE		LINDSAY	
PASS THRU	RESIDUAL	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL

AGENCY	PIMS FUND	AFIN FUND	FILTER	COUNTY SA PASS THRU	COUNTY SA RESIDUAL	DINUBA PASS THRU	DINUBA RESIDUAL	EXETER PASS THRU	EXETER RESIDUAL	FARMERSVILLE PASS THRU	FARMERSVILLE RESIDUAL	LINDSAY PASS THRU	LINDSAY RESIDUAL
LIBRARY	016	010	X	49,532	123,825	16,950	0	4,260	4,289	1,554	3,511	5,648	0
GENERAL COUNTY	011	001	X	26,950	422,844	479,976	0	91,354	61,632	25,673	40,604	121,240	0
FIRE	017	013	X	52,816	77,018	49	0	0	19,362	277	889	2,009	0
EARLIMART ELEM.	108	611	X	17,204	39,638	0	0	0	0	0	0	0	0
EXETER ELEM.	109	ALA	X	0	0	0	0	30,851	67,981	0	0	218	0
PALO VERDE ELEM.	118	634	X	0	0	0	0	0	0	0	0	0	0
PIXLEY ELEM.	119	635	X	21,956	55,106	0	0	0	0	0	0	0	0
PLEASANT VIEW ELEM.	120	636	X	4,056	14,478	0	0	0	0	0	0	0	0
RICHGROVE ELEM.	122	639	X	3,705	30,827	0	0	0	0	0	0	0	0
ROCKFORD ELEM.	123	640	X	824	3,015	0	0	0	0	0	0	0	0
TIPTON ELEM.	133	653	X	230	428	0	0	0	0	0	0	0	0
TRAVER JOINT ELEM.	134	654	X	2,128	17,396	0	0	0	0	0	0	0	0
TULARE ELEM.	135	655	X	0	0	0	0	0	0	0	0	0	0
WOODLAKE ELEM.	137	663	X	0	0	0	0	0	0	0	0	0	0
WOODVILLE ELEM.	138	664	X	960	3,523	0	0	0	0	0	0	0	0
COUNTY SCHOOL SERVICE FUND	198	666	X	26,674	99,617	8,150	0	3,786	8,343	1,583	5,530	7,579	0
EXETER HIGH	143	ALA	X	0	0	0	0	27,978	61,651	0	0	198	0
TULARE HIGH	146	672	X	9,984	11,434	0	0	0	0	0	0	0	0
WOODLAKE HIGH	147	674	X	0	0	0	0	0	0	0	0	0	0
DELANO JOINT HIGH	148	336	X	20,396	69,132	0	0	0	0	0	0	0	0
KINGSBURG JOINT HIGH	150	338	X	4,210	34,421	0	0	0	0	0	0	0	0
COLLEGE OF THE SEQUOIAS	151	675	X	22,114	76,579	0	0	8,199	18,068	3,449	11,972	15,525	0
KERN COMMUNITY COLLEGE	152	339	X	11,244	38,570	0	0	0	0	0	0	0	0
STATE CENTER COMM COLLEGE	153	340	X	849	6,941	15,446	0	0	0	0	0	0	0
CUTLER-OROSI UNIFIED	155	608	X	56,772	128,798	0	0	0	0	0	0	0	0
DINUBA UNIFIED (ELEM)	106	677	X	0	0	48,627	0	0	0	0	0	0	0
DINUBA UNIFIED (HIGH)	142	677	X	0	0	35,181	0	0	0	0	0	0	0
FARMERSVILLE UNIFIED	110	616	X	0	0	0	0	0	0	27,357	102,803	0	0
<b>LINDSAY UNIFIED</b>	<b>156</b>	<b>624</b>	<b>X</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>94,372</b>	<b>0</b>
PORTERVILLE UNIFIED (ELEM)	121	678	X	0	0	0	0	0	0	0	0	0	0
PORTERVILLE UNIFIED (HIGH)	144	678	X	3,757	13,516	0	0	0	0	0	0	0	0



SUMMARY BY SUCCESSOR AGENCY (SA)			
FY 2014/15			
ROPS 14-15B			
AGENCY	PIMS FUND	AFIN FUND	LEIR

COUNTY SA		DINUBA		EXETER		FARMERSVILLE		LINDSAY	
PASS THRU	RESIDUAL	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL

AGENCY	PIMS FUND	AFIN FUND	LEIR	COUNTY SA PASS THRU	COUNTY SA RESIDUAL	DINUBA PASS THRU	DINUBA RESIDUAL	EXETER PASS THRU	EXETER RESIDUAL	FARMERSVILLE PASS THRU	FARMERSVILLE RESIDUAL	LINDSAY PASS THRU	LINDSAY RESIDUAL
VISALIA UNIFIED	157	657	X	47,081	272,446	0	0	0	0	3,917	9,651	0	0
KINGS CANYON JOINT UNIFIED	159	342	X	0	0	11	0	0	0	0	0	0	0
EDUC REV AUGMENTATION FUND	098	519	X	0	479,541	0	0	0	87,750	0	55,796	0	0
ALTA CEMETERY	301	703	X	5,119	0	4,620	0	0	0	0	0	0	0
ALTA HOSPITAL	302	343	X	11,639	0	5,620	0	0	0	0	0	0	0
CUTLER PUD	305	395	X	98	0	0	0	0	0	0	0	0	0
DELANO JOINT MOSQUITO	309	346	X	13,376	0	0	0	0	0	0	0	0	0
DELTA VECTOR CONTROL	307	712	X	39,248	2,307	6,991	0	11,648	0	1,509	3,159	26	0
DINUBA CITY	310	347	X	0	0	54,391	0	0	0	0	0	0	0
DINUBA MEMORIAL	308	713	X	1,077	0	3,396	0	0	0	0	0	0	0
EARLIMART PUD	317	714	X	6,621	0	0	0	0	0	0	0	0	0
EXETER CEMETERY	321	718	X	0	0	0	0	985	1,394	412	924	0	0
EXETER CITY	322	349	X	0	0	0	0	0	63,970	0	0	0	0
EXETER AMBULANCE DIST (HOSP)	327	350	X	0	0	0	0	3,613	7,961	0	0	0	0
EXETER MEMORIAL	326	720	X	0	0	0	0	3,030	5,872	1,292	3,311	22	0
FARMERSVILLE CITY	328	351	X	0	0	0	0	0	0	13,476	31,835	0	0
GOSHEN CSD	331	721	X	8,324	0	0	0	0	0	0	0	0	0
IVANHOE IRRIGATION	332	352	X	15	31	0	0	0	0	0	0	0	0
IVANHOE MEMORIAL	334	723	X	163	476	0	0	0	0	0	0	0	0
IVANHOE PUD	333	353	X	5,664	15,288	0	0	0	0	0	0	0	0
KAWEAH DELTA HOSPITAL	336	355	X	8,393	1,391	0	0	0	0	136	318	0	0
KAWEAH DELTA WATER CONSERV	338	316	X	21,998	1,175	0	0	0	0	2,850	7,707	28	0
KINGS RIVER JOINT CONSERVATION	335	354	X	4,285	0	9	0	0	0	0	0	0	0
KINGSBURG JOINT CEMETERY	341	358	X	2,193	0	0	0	0	0	0	0	0	0
KINGSBURG JOINT HOSPITAL	339	356	X	7,476	0	0	0	0	0	0	0	0	0
LINDSAY CITY	351	361	X	0	0	0	0	0	0	0	0	15,815	0
LINDSAY HOSPITAL	344	359	X	0	0	0	0	0	0	0	0	9,145	0
LINDSAY-STRATHMORE CEMETERY	345	729	X	0	0	0	0	0	0	0	0	4,774	0
LINDSAY-STRATHMORE MEMORIAL	346	731	X	0	0	0	0	0	0	0	0	4,311	0
LOWER TULE RIVER IRRIGATION	348	360	X	353	713	0	0	0	0	0	0	0	0
NO. KERN-SO. TULARE COUNTIES HOSP.	357	362	X	9,830	0	0	0	0	0	0	0	0	0
OROSI MEMORIAL	359	734	X	5,375	0	0	0	0	0	0	0	0	0
OROSI PUD	360	321	X	27,299	0	0	0	0	0	0	0	0	0
PIXLEY IRRIGATION	361	365	X	8,266	15,636	0	0	0	0	0	0	0	0

SUMMARY BY SUCCESSOR AGENCY (SA)			
FY 2014/15			
ROPS 14-15B			
AGENCY	PIMS FUND	AFIN FUND	LE

COUNTY SA		DINUBA		EXETER		FARMERSVILLE		LINDSAY	
PASS THRU	RESIDUAL	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL

AGENCY	PIMS FUND	AFIN FUND	LE	COUNTY SA PASS THRU	COUNTY SA RESIDUAL	DINUBA PASS THRU	DINUBA RESIDUAL	EXETER PASS THRU	EXETER RESIDUAL	FARMERSVILLE PASS THRU	FARMERSVILLE RESIDUAL	LINDSAY PASS THRU	LINDSAY RESIDUAL
POPLAR CSD	364	742	X	1,623	3,788	0	0	0	0	0	0	0	0
PORTERVILLE CEMETERY	365	743	X	201	1,309	0	0	0	0	0	0	0	0
PORTERVILLE MEMORIAL	370	745	X	279	887	0	0	0	0	0	0	0	0
RICHGROVE CSD	375	390	X	38,720	0	0	0	0	0	0	0	0	0
SIERRA VIEW HOSPITAL	378	374	X	559	2,011	0	0	0	0	0	0	0	0
SOUTH TULARE COUNTY MEMORIAL	380	752	X	11,880	5,074	0	0	0	0	0	0	0	0
TIPTON-PIXLEY CEMETERY	392	769	X	1,500	2,877	0	0	0	0	0	0	0	0
TULARE CEMETERY	393	772	X	1,343	0	0	0	0	0	0	0	0	0
TULARE CITY	394	379	X	0	0	0	0	0	0	0	0	0	0
TULARE CO AIR POLLUTION CONTROL	401	001	X	415	565	455	0	86	87	21	68	90	0
TULARE COUNTY FLOOD CONTROL	402	771	X	6,722	3,468	7,238	0	1,349	723	382	479	1,789	0
TULARE CO RESOURCE CONSERVATION	403	796	X	0	0	0	0	0	0	0	0	0	0
TULARE HOSPITAL	411	378	X	3,203	8,009	0	0	0	0	0	0	0	0
TULARE MEMORIAL	414	777	X	0	0	0	0	0	0	0	0	0	0
TULARE MOSQUITO	415	778	X	4,752	7,793	0	0	0	0	0	0	0	0
VISALIA CEMETERY	418	307	X	1,565	183	0	0	0	0	0	0	0	0
VISALIA CITY	419	381	X	0	0	0	0	0	0	0	0	0	0
VISALIA MEMORIAL	431	782	X	1,626	0	0	0	0	0	28	53	0	0
WOODLAKE CITY	432	382	X	0	0	0	0	0	0	0	0	0	0
WOODLAKE FIRE	437	787	X	0	0	0	0	0	0	0	0	0	0
WOODLAKE MEMORIAL	438	788	X	0	0	0	0	0	0	0	0	0	0
WOODVILLE CEMETERY	439	789	X	0	0	0	0	0	0	0	0	0	0
<b>GRAND TOTALS</b>				<b>644,642</b>	<b>2,092,074</b>	<b>687,110</b>	<b>0</b>	<b>187,139</b>	<b>409,083</b>	<b>83,916</b>	<b>278,610</b>	<b>282,789</b>	<b>0</b>

SUMMARY BY SUCCESSOR AGENCY (SA) FY 2014/15 ROPS 14-15B	PORTERVILLE		TULARE		VISALIA		WOODLAKE		TOTAL	
	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL
LIBRARY	0	0	0	0	66,317	8,447	1,931	4,010	146,192	144,082
GENERAL COUNTY	36,391	0	627,849	205,297	1,422,103	120,503	41,409	46,646	2,872,945	897,526
FIRE	0	0	0	0	0	0	0	0	55,151	97,269
EARLIMART ELEM.	0	0	0	0	0	0	0	0	17,204	39,638
EXETER ELEM.	0	0	0	0	0	0	0	0	31,069	67,981
PALO VERDE ELEM.	0	0	3,495	9,671	0	0	0	0	3,495	9,671
PIXLEY ELEM.	0	0	0	0	0	0	0	0	21,956	55,106
PLEASANT VIEW ELEM.	0	0	0	0	0	0	0	0	4,056	14,478
RICHGROVE ELEM.	0	0	0	0	0	0	0	0	3,705	30,827
ROCKFORD ELEM.	0	0	0	0	0	0	0	0	824	3,015
TIPTON ELEM.	0	0	0	0	0	0	0	0	230	428
TRAVER JOINT ELEM.	0	0	0	0	0	0	0	0	2,128	17,396
TULARE ELEM.	0	0	92,419	276,098	0	0	0	0	92,419	276,098
WOODLAKE ELEM.	0	0	0	0	0	0	24,851	56,900	24,851	56,900
WOODVILLE ELEM.	0	0	0	0	0	0	0	0	960	3,523
COUNTY SCHOOL SERVICE FUND	4,183	0	12,952	38,540	32,187	57,105	2,758	6,314	99,852	215,449
EXETER HIGH	0	0	0	0	0	0	0	0	28,176	61,651
TULARE HIGH	0	0	87,066	259,096	0	0	0	0	97,050	270,530
WOODLAKE HIGH	0	0	0	0	0	0	15,219	34,845	15,219	34,845
DELANO JOINT HIGH	0	0	0	0	0	0	0	0	20,396	69,132
KINGSBURG JOINT HIGH	0	0	0	0	0	0	0	0	4,210	34,421
COLLEGE OF THE SEQUOIAS	0	0	28,048	83,466	71,535	123,670	5,972	13,674	154,842	327,429
KERN COMMUNITY COLLEGE	12,959	0	0	0	0	0	0	0	24,203	38,570
STATE CENTER COMM COLLEGE	0	0	0	0	0	0	0	0	16,295	6,941
CUTLER-OROSI UNIFIED	0	0	0	0	0	0	0	0	56,772	128,798
DINUBA UNIFIED (ELEM)	0	0	0	0	0	0	0	0	48,627	0
DINUBA UNIFIED (HIGH)	0	0	0	0	0	0	0	0	35,181	0
FARMERSVILLE UNIFIED	0	0	0	0	0	0	0	0	27,357	102,803
LINDSAY UNIFIED	0	0	0	0	0	0	0	0	94,372	0
PORTERVILLE UNIFIED (ELEM)	33,841	0	0	0	0	0	0	0	33,841	0
PORTERVILLE UNIFIED (HIGH)	22,149	0	0	0	0	0	0	0	25,906	13,516

SUMMARY BY SUCCESSOR AGENCY (SA) FY 2014/15 ROPS 14-15B	PORTERVILLE		TULARE		VISALIA		WOODLAKE		TOTAL	
AGENCY	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL
VISALIA UNIFIED	0	0	0	0	430,092	706,521	0	0	481,090	988,618
KINGS CANYON JOINT UNIFIED	0	0	0	0	0	0	0	0	11	0
EDUC REV AUGMENTATION FUND	0	0	0	410,568	0	569,445	0	65,365	0	1,668,465
ALTA CEMETERY	0	0	0	0	0	0	0	0	9,739	0
ALTA HOSPITAL	0	0	0	0	0	0	0	0	17,259	0
CUTLER PUD	0	0	0	0	0	0	0	0	98	0
DELANO JOINT MOSQUITO	0	0	0	0	0	0	0	0	13,376	0
DELTA VECTOR CONTROL	0	0	0	0	59,203	19,344	2,630	3,608	121,255	28,418
DINUBA CITY	0	0	0	0	0	0	0	0	54,391	0
DINUBA MEMORIAL	0	0	0	0	0	0	0	0	4,473	0
EARLIMART PUD	0	0	0	0	0	0	0	0	6,621	0
EXETER CEMETERY	0	0	0	0	0	0	0	0	1,397	2,318
EXETER CITY	0	0	0	0	0	0	0	0	0	63,970
EXETER AMBULANCE DIST (HOSP)	0	0	0	0	0	0	0	0	3,613	7,961
EXETER MEMORIAL	0	0	0	0	0	0	0	0	4,344	9,183
FARMERSVILLE CITY	0	0	0	0	0	0	0	0	13,476	31,835
GOSHEN CSD	0	0	0	0	0	0	0	0	8,324	0
IVANHOE IRRIGATION	0	0	0	0	0	0	0	0	15	31
IVANHOE MEMORIAL	0	0	0	0	0	0	0	0	163	476
IVANHOE PUD	0	0	0	0	0	0	0	0	5,664	15,288
KAWEAH DELTA HOSPITAL	0	0	0	0	0	22,424	0	0	8,529	24,133
KAWEAH DELTA WATER CONSERV	0	0	11,168	33,304	0	58,536	31	72	36,075	100,794
KINGS RIVER JOINT CONSERVATION	0	0	0	0	0	0	0	0	4,294	0
KINGSBURG JOINT CEMETERY	0	0	0	0	0	0	0	0	2,193	0
KINGSBURG JOINT HOSPITAL	0	0	0	0	0	0	0	0	7,476	0
LINDSAY CITY	0	0	0	0	0	0	0	0	15,815	0
LINDSAY HOSPITAL	0	0	0	0	0	0	0	0	9,145	0
LINDSAY-STRATHMORE CEMETERY	0	0	0	0	0	0	0	0	4,774	0
LINDSAY-STRATHMORE MEMORIAL	0	0	0	0	0	0	0	0	4,311	0
LOWER TULE RIVER IRRIGATION	0	0	0	0	0	0	0	0	353	713
NO. KERN-SO. TULARE COUNTIES HOSP.	0	0	0	0	0	0	0	0	9,830	0
OROSI MEMORIAL	0	0	0	0	0	0	0	0	5,375	0
OROSI PUD	0	0	0	0	0	0	0	0	27,299	0
PIXLEY IRRIGATION	0	0	0	0	0	0	0	0	8,266	15,636

TULARE COUNTY AUDITOR-CONTROLLER

SUMMARY BY SUCCESSOR AGENCY (SA) FY 2014/15 ROPS 14-15B	PORTERVILLE		TULARE		VISALIA		WOODLAKE		TOTAL	
	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL	PASS THRU	RESIDUAL
POPLAR CSD	0	0	0	0	0	0	0	0	1,623	3,788
PORTERVILLE CEMETERY	1,187	0	0	0	0	0	0	0	1,388	1,309
PORTERVILLE MEMORIAL	1,642	0	0	0	0	0	0	0	1,921	887
RICHGROVE CSD	0	0	0	0	0	0	0	0	38,720	0
SIERRA VIEW HOSPITAL	0	0	0	0	0	0	0	0	559	2,011
SOUTH TULARE COUNTY MEMORIAL	0	0	0	0	0	0	0	0	11,880	5,074
TIPTON-PIXLEY CEMETERY	0	0	0	0	0	0	0	0	1,500	2,877
TULARE CEMETERY	0	0	1,927	4,234	0	0	0	0	3,270	4,234
TULARE CITY	0	0	96,086	249,535	0	0	0	0	96,086	249,535
TULARE CO AIR POLLUTION CONTROL	34	0	498	138	1,343	174	28	90	2,970	1,122
TULARE COUNTY FLOOD CONTROL	538	0	9,272	2,407	21,004	1,413	612	547	48,906	9,037
TULARE CO RESOURCE CONSERVATION	0	0	0	0	0	0	75	5	75	5
TULARE HOSPITAL	0	0	12,875	43,694	0	0	0	0	16,078	51,703
TULARE MEMORIAL	0	0	7,536	16,893	0	0	0	0	7,536	16,893
TULARE MOSQUITO	0	0	15,694	30,716	617	578	0	0	21,063	39,087
VISALIA CEMETERY	0	0	0	0	4,475	1,565	0	0	6,040	1,748
VISALIA CITY	0	0	0	0	0	269,305	0	0	0	269,305
VISALIA MEMORIAL	0	0	0	0	4,926	2,215	0	0	6,580	2,268
WOODLAKE CITY	0	0	0	0	0	0	17,976	46,679	17,976	46,679
WOODLAKE FIRE	0	0	0	0	0	0	6,477	13,344	6,477	13,344
WOODLAKE MEMORIAL	0	0	0	0	0	0	1,626	3,434	1,626	3,434
WOODVILLE CEMETERY	0	0	0	0	0	0	1,502	2,487	1,502	2,487
<b>GRAND TOTALS</b>	<b>112,924</b>	<b>0</b>	<b>1,006,885</b>	<b>1,663,657</b>	<b>2,113,802</b>	<b>1,961,245</b>	<b>123,097</b>	<b>298,020</b>	<b>5,242,304</b>	<b>6,702,689</b>
							Check		5,242,304	6,702,689
									0	0

**STAFF REPORT  
LINDSAY OVERSIGHT BOARD**

**Date:** February 23, 2015

**To:** Chairman and Members of the Oversight Board

**From:** Tamara Laken, Fiscal Officer

**Subject:** Resolution Authorizing the Issuance of Tax Allocation Refunding Bonds to refund bond issued in 2005, 2007, and 2008, for Debt Service Savings

**RECOMMENDATION:**

That the Oversight Board adopt Resolution No. OB15-01 Authorizing the Issuance and Sale of Tax Allocation Bonds, and Approving the Form of an Indenture of Trust and Authorizing Certain Other Actions in Connection Therewith

**BACKGROUND:**

The Lindsay Redevelopment Agency issued Tax Allocation Bonds in 2005 (the “2005 Bonds”), in 2007 (the “2007 Bonds”), and again in 2008 (the “2008 Bonds”; collectively the “Existing Bonds”). The Existing Bonds have interest rates of 5.00% to 5.625% for the bonds with the longest maturities, and current market rates for similar refunding bonds are below 4.00%.

The Successor Agency now has responsibility for the repayment of the 2005, 2007, and 2008 bonds, due to the dissolution of redevelopment agencies by the State. Per AB1484, the Successor Agency may refund existing Bonds for debt service savings, with the approval of its Oversight Board and the State Department of Finance (“DOF”).

At its meeting on January 27, 2015, the Successor Agency directed staff to take the necessary actions to complete the economic refunding of the Existing Bonds.

**DISCUSSION:**

Interest rates are currently near all-time lows. By issuing its 2015 Refunding Bonds (the “2015 Bonds”), the Agency would save approximately \$2.3 million in future debt service payments, without extending the present maturity dates. On a present value basis (the present value of the combined future annual savings) the savings is worth approximately \$1.7 million in today’s dollars. Based on the redevelopment dissolution laws, the estimated annual savings of approximately \$105,000 may be retained by the Successor Agency to the extent it has additional approved Enforceable Obligations (such as the CalHFA loan repayment obligations).

### **FISCAL IMPACT:**

The proposed 2015 Bonds will generate an estimated total debt service savings of approximately \$2,316,000, net of all costs of issuance. It is important to note that all costs associated with the issuance of the 2015 Bonds will be paid from bond proceeds, and neither the Agency nor the City will have any out of pocket expenses. The term of the 2015 Bonds will not exceed the term of the Bonds being refunded. The source of repayment of the 2015 Bonds would be limited to tax revenues (in amounts equivalent to the former tax increment revenues) generated in Lindsay Redevelopment Project One and deposited by the County into the Successor Agency's Redevelopment Property Tax Trust Fund. The 2015 Bonds would not be a debt of the City's general fund.

### **TRUST INDENTURE:**

The Trust Indenture, in substantially the form presented at this meeting, details the terms and conditions with regards to repayment of the 2015 Bonds, and also establishes the funds and accounts to be held by the Bond Trustee, U.S. Bank.

### **FUTURE ACTIONS:**

Assuming approval by the Oversight Board, the refunding package will be sent to DOF for review, and DOF then has 60 days to provide such review.

The offering document (the "Preliminary Official Statement") that will be presented to potential bond buyers, as well as the Bond Purchase Agreement, Escrow Agreement, and Continuing Disclosure Agreement, will be presented to the Successor Agency for consideration at a subsequent meeting, once approval of the bond refunding is approved by DOF.

It is anticipated that the refunding bonds could be sold and closed in May of 2015, with the proceeds then deposited into refunding escrows to repay the 2005 and 2008 Bonds on August 1, 2015, and the 2007 Bonds on August 1, 2017 (their first available call date).

#### Attachments

1. Resolution No. OB15-01
2. Trust Indenture
3. Savings Analysis

**OVERSIGHT BOARD RESOLUTION 15-01**  
**A RESOLUTION OF THE LINDSAY OVERSIGHT BOARD APPROVING THE**  
**ISSUANCE AND SALE OF TAX ALLOCATION REFUNDING BONDS,**  
**APPROVING THE FORM OF AN INDENTURE OF TRUST AND**  
**AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH.**

At a regular meeting of the Lindsay Oversight Board, duly held February 23, 2015, at the hour of 10:00 p.m. in the Council Chambers at City Hall, Lindsay, California 93247, the following resolution was adopted:

**WHEREAS**, the Lindsay Redevelopment Agency (the "Prior Agency") was a public body, corporate and politic, duly created, established and authorized to transact business and exercise its powers under and pursuant to the provisions of the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) (the "Law"), and the powers of the Prior Agency included the power to issue bonds for any of its corporate purposes; and

**WHEREAS**, the "Redevelopment Plan" for a redevelopment project known and designated as the "Lindsay Redevelopment Project No. One" has been adopted and approved by Ordinance No. 416 of the City of Lindsay on July 20, 1987, and all requirements of law for and precedent to the adoption and approval of the Redevelopment Plan, as amended, have been duly complied with; and

**WHEREAS**, the Prior Agency previously issued its \$4,700,000 Lindsay Redevelopment Agency, Lindsay Redevelopment Project No. One, Tax Allocation Refunding Bonds, Issue of 2005 (the "2005 Bonds"), its \$7,880,000 Lindsay Redevelopment Agency, Lindsay Redevelopment Project No. One, Tax Allocation Bonds, Issue of 2007 (the "2007 Bonds"), and its \$3,710,000 Lindsay Redevelopment Project No. One, Tax Allocation Bonds, Issue of 2008 (the "2008 Bonds," and with the 2005 Bonds and the 2007 Bonds, the "Prior Obligations"); and

**WHEREAS**, on June 28, 2011, the California Legislature adopted ABx1 26 (the "Dissolution Act") and ABx1 27 (the "Opt-in Bill"); and

**WHEREAS**, the California Supreme Court subsequently upheld the provisions of the Dissolution Act and invalidated the Opt-in Bill resulting in the Lindsay Redevelopment Agency being dissolved as of February 1, 2012; and

**WHEREAS**, the powers, assets and obligations of the Prior Agency were transferred on February 1, 2012 to the Successor Agency of the Lindsay Redevelopment Agency (the "Successor Agency"); and

**WHEREAS**, on or about June 27, 2012, AB1484 was adopted as a trailer bill in connection with the 2012-13 California Budget; and

**WHEREAS**, AB1484 specifically authorizes the issuance of refunding bonds by the Successor Agency to refund the bonds or other indebtedness of the Prior Agency to provide savings to the Successor Agency, provided that (A) the total interest cost to maturity on the refunding bonds plus the principal amount of the refunding bonds shall not exceed the total remaining interest cost to maturity on the bonds to be refunded plus the remaining principal of the bonds to be refunded, and (B) the principal amount of the refunding bonds shall not exceed the amount required to defease the refunded bonds, to establish customary debt service reserves, and to pay related costs of issuance; and

**WHEREAS**, for the corporate purposes of the Successor Agency, the Successor Agency desires to issue at this time tax allocation refunding bonds in an aggregate principal amount sufficient to refund all or part of the Prior Obligations (the "2015 Bonds"), and to irrevocably set aside a portion of



the proceeds of such 2015 Bonds in a separate segregated trust fund which will be used to refund the outstanding Prior Obligations, to pay costs in connection with the issuance of the 2015 Bonds and to make certain other deposits as required by the Indenture; and

**WHEREAS**, the 2015 Bonds shall be secured by a pledge of property tax revenues authorized by California Health and Safety Code Section 34177.5(a) and (g), pursuant to the provisions of Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

**WHEREAS**, the Lindsay Oversight Board wishes to approve matters relating to the issuance and sale of the 2015 Bonds,

**BE IT HEREBY RESOLVED** by the Lindsay Oversight Board as follows:

**SECTION 1.** Subject to the provisions of the Indenture referred to in Section 2 hereof, the issuance of the 2015 Bonds in the aggregate principal amount sufficient to refund all or a portion of the Prior Obligations for the purpose of achieving debt service savings in accordance with Health & Safety Code Section 34177.5(a)(1) and the pledge of property tax revenues to the 2015 Bonds pursuant to the Indenture approved by Section 2 of this Resolution (as authorized by California Health and Safety Code Section 34177.5(a) and (g)) is hereby approved on the terms and conditions set forth in, and subject to the limitations specified in, the Indenture. The 2015 Bonds will be dated, will bear interest at the rates, will mature on the dates, will be issued in the form, will be subject to redemption, and will be as otherwise provided in the Indenture, as the same will be completed as provided in this Resolution. The proceeds of the sale of the 2015 Bonds shall be applied as provided in the Indenture. The 2015 Bonds may be issued as a single issue, or from time to time, in separate series, as the Successor Agency shall determine. The approval of the issuance of the 2015 Bonds by the Successor Agency and the Oversight Board shall constitute the approval of each and every separate series of 2015 Bonds and the sale of the 2015 Bonds at a public or private sale, without the need for any further approval from the Oversight Board.

**SECTION 2.** The Indenture of Trust in substantially the form submitted at this meeting and made a part hereof as though set forth in full herein (the "Indenture"), is hereby approved. The Chairman and the Secretary of the Successor Agency are hereby authorized and directed to execute and deliver the Indenture in the form presented at this meeting with such changes insertions and omissions as may be requested by Bond Counsel and approved by the Chairman, said execution being conclusive evidence of such approval.

**SECTION 3.** The Chairman of the Successor Agency, the Executive Director of the Successor Agency, the Secretary of the Successor Agency, and any other proper officer of the Successor Agency, acting singly, be and each of them hereby is authorized and directed to execute and deliver any and all documents and instruments, relating to the 2015 Bonds, and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution and the Indenture, including, as necessary, the preparation of a Bond Purchase Contract, a private placement memorandum, an Official Statement, a Continuing Disclosure Agreement, the Escrow Agreements for the Prior Obligations and any additional agreements as may be required to carryout the purposes hereof. The form of each of the documents shall be presented to the Successor Agency at a future meeting for approval.

**SECTION 4.** U.S. Bank National Association is hereby appointed as Trustee, Stradling, Yocca, Carlson & Rauth, a Professional Corporation, is hereby appointed as Bond Counsel and Disclosure Counsel, Urban Futures, Inc. is hereby appointed as financial advisor, Dissemination Agent and Fiscal Consultant to the Successor Agency and Southwest Securities, Inc., or any successor thereto, is hereby appointed underwriter and/or placement agent for the 2015 Bonds.

**SECTION 5.** This Resolution shall take effect immediately upon its adoption.

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INDENTURE OF TRUST

Dated as of \_\_\_\_\_ 1, 2015

by and between the

SUCCESSOR AGENCY TO THE  
LINDSAY REDEVELOPMENT AGENCY

and

U.S. BANK NATIONAL ASSOCIATION  
as Trustee

Relating to

\$ \_\_\_\_\_  
Successor Agency to the  
Lindsay Redevelopment Agency  
Lindsay Redevelopment Project No. One  
Tax Allocation Refunding Bonds, Issue of 2015

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## INDENTURE OF TRUST

THIS INDENTURE OF TRUST (this "Indenture") is dated as of \_\_\_\_\_ 1, 2015, by and between the SUCCESSOR AGENCY TO THE LINDSAY REDEVELOPMENT AGENCY, a public body corporate and politic, duly organized and existing under the laws of the State of California (the "Agency" or "Successor Agency"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee");

### WITNESSETH:

WHEREAS, the Lindsay Redevelopment Agency (the "Prior Agency") was a public body, corporate and politic, duly created, established and authorized to transact business and exercise its powers under and pursuant to the provisions of the Community Redevelopment Law (Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California) (the "Law"), and the powers of the Prior Agency included the power to issue Bonds for any of its corporate purposes; and

WHEREAS, the Redevelopment Plan for a redevelopment project known and designated as the "Lindsay Redevelopment Project No. One" has been adopted and approved by Ordinance No. 416 of the City of Lindsay on July 20, 1987, amended by Ordinance No. 452 adopted on July 19, 1993, amended by Ordinance No. 461 adopted on July 17, 1995 and amended by Ordinance No. 516 adopted on July 12, 2005 and all requirements of law for and precedent to the adoption and approval of the Redevelopment Plan, as amended, have been duly complied with; and

WHEREAS, the Prior Agency has previously issued its \$4,700,000 Lindsay Redevelopment Agency, Lindsay Redevelopment Project No. One, Tax Allocation Refunding Bonds, Issue of 2005 (the "2005 Bonds"), its \$7,880,000 Lindsay Redevelopment Agency, Lindsay Redevelopment Project No. One, Tax Allocation Bonds, Issue of 2007 (the "2007 Bonds"), and its \$3,710,000 Lindsay Redevelopment Project No. One, Tax Allocation Bonds, Issue of 2008 (the "2008 Bonds," and with the 2005 Bonds and the 2007 Bonds, the "Prior Bonds"); and

WHEREAS, for the corporate purposes of the Successor Agency, the Successor Agency deems it necessary to issue at this time tax allocation refunding bonds in a principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Bonds"), and to irrevocably set aside a portion of the proceeds of such Bonds in a separate segregated trust fund which will be used to refund the outstanding Prior Bonds of the Prior Agency to pay costs in connection with the issuance of the Bonds and to make certain other deposits as required by this Indenture; and

WHEREAS, on June 28, 2011, the California Legislature adopted ABx1 26 (the "Dissolution Act") and ABx1 27 (the "Opt-in Bill"); and

WHEREAS, the California Supreme Court subsequently upheld the provisions of the Dissolution Act and invalidated the Opt-in Bill resulting in the Lindsay Redevelopment Agency being dissolved as of February 1, 2012; and

WHEREAS, the powers, assets and obligations of the Prior Agency were transferred on February 1, 2012 to the Successor Agency; and

WHEREAS, on or about June 27, 2012, AB1484 was adopted as a trailer bill in connection with the 2012-13 California Budget; and

WHEREAS, AB1484 specifically authorizes the issuance of refunding bonds by the Successor Agency to refund the bonds or other indebtedness of the Prior Agency to provide savings to the Successor Agency, provided that (A) the total interest cost to maturity on the refunding bonds plus the principal amount of the refunding bonds shall not exceed the total remaining interest cost to maturity on the bonds to be refunded plus the remaining principal of the bonds to be refunded, and (B) the principal amount of the refunding bonds shall not exceed the amount required to defease the refunded bonds, to establish customary debt service reserves, and to pay related costs of issuance; and

WHEREAS, the Successor Agency desires to issue its Lindsay Redevelopment Project No. One Tax Allocation Refunding Bonds, Issue of 2015 (the "Bonds") for the purpose of refunding the Prior Bonds, to fund a reserve amount and pay costs of issuance; and

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure the payment of the principal thereof and interest and redemption premium (if any) thereon, the Successor Agency and the Trustee have duly authorized the execution and delivery of this Indenture; and

WHEREAS, the Successor Agency hereby certifies that all acts and proceedings required by law necessary to make the Bonds, when executed by the Successor Agency, and authenticated and delivered by the Trustee, the valid, binding and legal special obligations of the Successor Agency, and to constitute this Indenture a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done or taken.

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of and the interest and redemption premium (if any) on all the Bonds issued and Outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the Owners thereof, and for other valuable considerations, the receipt of which is hereby acknowledged, the Successor Agency and the Trustee do hereby covenant and agree with one another, for the benefit of the respective Owners from time to time of the Bonds, as follows:

## ARTICLE I

### DETERMINATIONS; DEFINITIONS

Section 1.1 Findings and Determinations. The Successor Agency has reviewed all proceedings heretofore taken and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Successor Agency is now duly empowered, pursuant to each and every requirement of law, to issue the Bonds in the manner and form provided in this Indenture.

Section 1.2 Definitions. Unless the context otherwise requires, the terms defined in this Section 1.2 shall, for all purposes of this Indenture, of any Supplemental Indenture, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified.

“Act” means Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code.

“Alternate Reserve Account Security” means one or more letters of credit, surety bonds, bond insurance policies, or other form of guaranty, including the Reserve Policy, from a financial institution for the benefit of the Trustee in substitution for or in place of all or any portion of the Reserve Requirement which shall be approved by the Successor Agency.

“Annual Debt Service” means, for any Bond Year, the principal and interest payable on the Outstanding Bonds in such Bond Year.

“Bond Counsel” means Stradling Yocca Carlson & Rauth, a Professional Corporation, an attorney or firm of attorneys acceptable to the Successor Agency of nationally recognized standing in matters pertaining to the federal tax exemption of interest on bonds issued by states and political subdivisions.

“Bond”, “Bonds” or “2015 Bonds” means the Lindsay Redevelopment Project No. One Tax Allocation Refunding Bonds, Issue of 2015, authorized by and at any time Outstanding pursuant to this Indenture.

“Bond Year” means the twelve (12) month period commencing on August 2 of each year, provided that the first Bond Year shall extend from the Delivery Date to August 1, 2015.

“Bondowner” or “Owner”, or any similar term, means any person who shall be the registered owner or his duly authorized attorney, trustee or representative of any Outstanding Bond.

“Business Day” means any day other than (i) a Saturday or Sunday or legal holiday or a day on which banking institutions in the city in which the corporate trust office of the Trustee is located are authorized to close, or (ii) a day on which the New York Stock Exchange is closed.

“Certificate” or “Certificate of the Successor Agency” means a Written Certificate of the Successor Agency.

“Chairman” means the chairman of the Successor Agency or other duly appointed officer of the Successor Agency authorized by the Successor Agency by resolution or bylaw to perform the functions of the chairman in the event of the chairman’s absence or disqualification.

“City” means the City of Lindsay, State of California.

“Code” means the Internal Revenue Code of 1986, as amended, and any regulations, rulings, judicial decisions, and notices, announcements, and other releases of the United States Treasury Department or Internal Revenue Service interpreting and construing it.

“Computation Year” means, with respect to the Bonds, the period beginning on the Delivery Date and ending on August 1, 2015, and each 12-month period ending on August 1 thereafter until there are no longer any Bonds Outstanding.



“Continuing Disclosure Agreement” means that certain Continuing Disclosure Agreement among the Successor Agency and Urban Future, Inc. dated the Delivery Date as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Corporate Trust Office” means the corporate trust office of the Trustee, currently at U.S. Bank National Association, or such other or additional offices as may be specified to the Successor Agency by the Trustee in writing.

“Costs of Issuance” means the costs and expenses incurred in connection with the issuance and sale of the Bonds including the initial fees and expenses of the Trustee, rating agency fees, legal fees and expenses, costs of printing the Bonds and Official Statement, fees of financial consultants and other fees and expenses set forth in a Written Certificate of the Successor Agency.

“Costs of Issuance Fund” means the trust fund established in Section 3.3 of this Indenture.

“County” means the County of Tulare, California.

“Debt Service Fund” means that trust fund established in Section 4.2 of this Indenture.

“Defeasance Securities” means:

1. Cash
2. Obligations of, or obligations guaranteed as to principal and interest by, the U.S. or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the U.S. including:
  - U.S. treasury obligations
  - All direct or fully guaranteed obligations
  - Farmers Home Administration
  - General Services Administration
  - Guaranteed Title XI financing
  - Government National Mortgage Association (GNMA)
  - State and Local Government Series

Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

“Delivery Date” means the date on which the Bonds are delivered to the initial purchaser thereof.

“Dissolution Act” means Parts 1.8 (commencing with Section 34161) and 1.85 (commencing with Section 34170) of Division 24 of the Health and Safety Code of the State of California.

“DOF” means the California Department of Finance.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Escrow Bank” means U.S. Bank National Association.

“Fiscal Year” means any twelve (12) month period beginning on July 1st and ending on the next following June 30th.

“Fund or Account” means any of the funds or accounts referred to herein.

“Indenture” means that certain Indenture of Trust dated as of \_\_\_\_\_ 1, 2015, between the Successor Agency and U.S. Bank National Association, approved by Resolution No. \_\_\_\_\_, adopted by the Successor Agency on \_\_\_\_\_, 2015, and Resolution No. \_\_\_\_\_, adopted by the Oversight Board on \_\_\_\_\_, 2015, authorizing the issuance of the Bonds.

“Independent Financial Consultant,” “Independent Engineer,” “Independent Certified Public Accountant” or “Independent Redevelopment Consultant” means any individual or firm engaged in the profession involved, appointed by the Successor Agency, and who, or each of whom, has a favorable reputation in the field in which his/her opinion or certificate will be given, and:

- (1) is in fact independent and not under domination of the Successor Agency;
- (2) does not have any substantial interest, direct or indirect, with the Successor Agency, other than as original purchaser of the Bonds; and
- (3) is not connected with the Successor Agency as an officer or employee of the Successor Agency, but who may be regularly retained to make reports to the Successor Agency.

“Insurance Policy” or “Policy” means the insurance policy issued by the Insurer that guarantees the scheduled payment of principal of and interest on the Insured Bonds when due.

“Insured Bonds” means the Bonds maturing on and after August 1, 20\_\_.

“Insurer” means \_\_\_\_\_, or any successor thereto or assignee thereof.

“Interest Account” means the account by that name referenced in Section 4.3 of this Indenture.

“Interest Payment Date” means February 1 and August 1, commencing [August 1, 2015] so long as any of the Bonds remain Outstanding hereunder.

“Law” means the Community Redevelopment Law of the State of California as cited in the recitals hereof.

“Lindsay Redevelopment Agency” or “Lindsay Agency” means the Lindsay Redevelopment Agency.

“Maximum Annual Debt Service” means the largest of the sums obtained for any Bond Year after the computation is made, by totaling the following for each such Bond Year:

(1) The principal amount of all Bonds and Parity Bonds, if any; and

(2) The interest which would be due during such Bond Year on the aggregate principal amount of Bonds and Parity Bonds which would be outstanding in such Bond Year if the Bonds and Parity Bonds outstanding on the date of such computation were to mature or be redeemed in accordance with the maturity schedules for the Bonds and Parity Bonds. At the time and for the purpose of making such computation, the amount of term Bonds and term Parity Bonds already retired in advance of the above-mentioned schedules shall be deducted pro rata from the remaining amounts thereon.

“Opinion of Counsel” means a written opinion of an attorney or firm of attorneys of favorable reputation in the field of municipal bond law. Any opinion of such counsel may be based upon, insofar as it is related to factual matters, information which is in the possession of the Successor Agency as shown by a certificate or opinion of, or representation by, an officer or officers of the Successor Agency, unless such counsel knows, or in the exercise of reasonable care should have known, that the certificate, opinion or representation with respect to the matters upon which his or her opinion may be based, as aforesaid, is erroneous.

“Outstanding” means, when used as of any particular time with reference to Bonds, subject to the provisions of this Indenture, all Bonds theretofore issued and authenticated under this Indenture except:

(a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) Bonds paid or deemed to have been paid; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and authenticated pursuant to this Indenture.

“Oversight Board” means the oversight board duly constituted from time to time pursuant to Section 34179 of the Dissolution Act.

“Parity Bonds” means any additional tax allocation bonds (including, without limitation, bonds, notes, interim certificates, debentures or other obligations) issued by the Successor Agency as permitted by Section 3.4 of this Indenture.

“Pass-Through Agreements” means the agreements entered into on or prior to the date hereof pursuant to Section 33401 of the Health and Safety Code with (i) the County of Tulare, (ii) the Alta Cemetery District, (iii) the Tulare County Flood Control District, (iv) the Tulare County Pollution Control District, and (v) the Lindsay Mosquito Abatement District.

“Paying Agent” means any paying agent appointed by the Successor Agency pursuant to the Indenture.

“Permitted Investments” means:

- (a) For all purposes, including defeasance investments in refunding escrow accounts.
  - (1) Defeasance Securities
- (b) For all purposes other than defeasance investments in refunding escrow accounts.
  - (1) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:
    - Export-Import Bank
    - Rural Economic Community Development Administration
    - U.S. Maritime Administration
    - Small Business Administration
    - U.S. Department of Housing & Urban Development (PHAs)
    - Federal Housing Administration -Federal Financing Bank
  - (2) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:
    - Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC).
    - Obligations of the Resolution Funding Corporation (REFCORP)
    - Senior debt obligations of the Federal Home Loan Bank System
    - Senior debt obligations of other Government Sponsored Agencies
  - (3) U.S. dollar denominated deposit accounts, federal funds and bankers’ acceptances with domestic commercial banks, which may include the Trustee, its parent holding company, if any, and their affiliates, which have a rating on their short term certificates of deposit on the date of purchase of “P-1” by Moody’s and “A-1” or “A-1+” by S&P and maturing not more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);
  - (4) Commercial paper which is rated at the time of purchase in the single highest classification, “P-1” by Moody’s and “A-1+” by S&P and which matures not more than 270 calendar days after the date of purchase;
  - (5) Investments in a money market fund rated “AAAm” or “AAAm-G” or better by S&P, including such funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services or for which the Trustee or an affiliate of the Trustee serves as investment administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees

from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee;

- (6) Pre-refunded Municipal Obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and
    - (A) which are rated, based on an irrevocable escrow account or fund (the “escrow”), in the highest rating category of Moody’s or S&P or any successors thereto; or
    - (B) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (2) of the definition of Defeasance Securities, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate.
  - (7) Municipal Obligations rated “Aaa/AAA” or general obligations of States with a rating of “A2/A” or higher by both Moody’s and S&P.
  - (8) Investment Agreements with an entity rated “A” or higher by S&P; and;
  - (9) The Local Agency Investment Fund of the State or any state administered pooled investment fund in which the Successor Agency is statutorily permitted or required to invest will be deemed a permitted investment.
- (c) The value of the above investments shall be determined as follows:
- (1) For the purpose of determining the amount in any fund, all Permitted Investments credited to such fund shall be valued at fair market value. The Trustee shall determine the fair market value based on accepted industry standards and from accepted industry providers. Accepted industry providers shall include but are not limited to pricing services provided by Financial Times Interactive Data Corporation, and Bank of America Merrill Lynch.

- (2) As to certificates of deposit and bankers' acceptances: the face amount thereof, plus accrued interest thereon; and
- (3) As to any investment not specified above: the value thereof established by prior agreement among the Successor Agency and the Trustee.

"Pledged Tax Revenues" means the monies deposited from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (c) of Section 34172 of the Dissolution Act, as provided in paragraph (2) of subdivision (a) of Section 34183 of the Dissolution Act. If, and to the extent, that the provisions of Section 34172 or paragraph (2) of subdivision (a) of Section 34183 are invalidated by a final judicial decision, then Pledged Tax Revenues shall include all tax revenues allocated to the payment of indebtedness pursuant to Health & Safety Code Section 33670 or such other section as may be in effect at the time providing for the allocation of tax increment revenues in accordance with Article XVI, Section 16 of the California Constitution.

"Principal Account" means the account by that name referenced in Section 4.3 of this Indenture.

"Rebate Fund" means the fund by that name referenced in Section 4.4 of this Indenture.

"Rebate Regulations" means the final Treasury Regulations issued under Section 148(f) of the Code.

"Recognized Obligation Payment Schedule" means a Recognized Obligation Payment Schedule, each prepared and approved from time to time pursuant to subdivision (l) of Section 34177 of the Dissolution Act.

"Redemption Account" means the account by that name referenced in Section 4.3 of this Indenture.

"Redevelopment Plan" means the Redevelopment Plan for the Redevelopment Project No. One, approved by Ordinance No. 416 of the City of Lindsay, adopted on July 20, 1987, and amended by Ordinance No. 452 adopted on July 19, 1993, amended by Ordinance No. 461 adopted on July 17, 1995 and amended by Ordinance No. 516 adopted on July 12, 2005 and includes any amendment thereof made pursuant to the Law.

"Redevelopment Project Area," "Redevelopment Project" or "Project Area" means the means the Project Area described in the Redevelopment Plan.

"Refunded Bonds" means the 2003A Bonds and the 2003C Bonds.

"Registration Books" means the books kept by the Trustee containing the registration and transfer information for the Bonds.

"Regular Record Date" means the fifteenth day of the month preceding any Interest Payment Date whether or not such day is a Business Day.

“Report” means a document in writing signed by an Independent Financial Consultant and including:

(a) A statement that the person or firm making or giving such Report has read the pertinent provisions of the Indenture to which such Report relates;

(b) A brief statement as to the nature and scope of the examination or investigation upon which the Report is based; and

(c) A statement that, in the opinion of such person or firm, sufficient examination or investigation was made as is necessary to enable said consultant to express an informed opinion with respect to the subject matter referred to in the Report.

“Reserve Account” means the account by that name referenced in Section 4.3 hereof.

“Reserve Policy” means the reserve surety issued by the Insurer on the date of the issuance of the Bonds in an amount sufficient, along with funds on deposit in the Reserve Account of the Debt Service Fund, to satisfy the Reserve Requirement.

“Reserve Requirement” means, as of the date of computation, an amount equal to the combined lesser of (i) Maximum Annual Debt Service on the Bonds and any Parity Bonds, (ii) 10% of the net proceeds of the Bonds and any Parity Bonds, or (iii) 125% of the average Annual Debt Service on all Bonds and Parity Bonds Outstanding.

“Redevelopment Obligation Retirement Fund” means the fund by that name referenced in Section 4.2 of this Indenture.

“State” means the State of California, United States of America.

“Supplemental Indenture” means any indenture then in full force and effect which has been duly adopted by the Successor Agency under the Dissolution Act, or any act supplementary thereto or amendatory thereof, at a meeting of the Successor Agency duly convened and held, of which a quorum was present and acted thereon, amendatory of or supplemental to this Indenture or any indebtedness entered into in connection with the issuance of Parity Bonds; but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

“Statutory Pass-Through Amounts” means amounts paid to affected taxing agencies, if any, pursuant to Sections 33607.5 and/or 33607.7 of the Law and Section 34183 of the Dissolution Act.

“Tax Certificate” means that certain Tax Certificate executed by the Successor Agency with respect to the Bonds.

“Trustee” means U.S. Bank National Association, a national banking association, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in this Indenture.

“2005 Bonds” means the \$4,700,000 Lindsay Redevelopment Agency, Lindsay Redevelopment Project No. One, Tax Allocation Refunding Bonds, Issue of 2005 authorized and issued pursuant to the 2005 Indenture.

“2005 Bonds Escrow Agreement” means that certain Escrow Agreement by and between the Successor Agency and the Escrow Bank relating to the 2005 Bonds.

“2005 Bonds Escrow Fund” means the escrow fund created pursuant to the 2005 Bonds Escrow Agreement.

“2005 Indenture” means that certain Indenture of Trust dated as of March 1, 2005 between the Agency and the Trustee, approved by Resolution No. LRA-05-04 adopted by the Agency on February 22, 2005 authorizing the issuance of the 2005 Bonds.

“2007 Bonds” means the \$7,880,000 Lindsay Redevelopment Agency, Lindsay Redevelopment Project No. One, Tax Allocation Bonds, Issue of 2007 authorized and issued pursuant to the 2007 Indenture.

“2007 Bonds Escrow Agreement” means that certain Escrow Agreement by and between the Successor Agency and the Escrow Bank relating to the 2007 Bonds.

“2007 Bonds Escrow Fund” means the escrow fund created pursuant to the 2007 Bonds Escrow Agreement.

“2007 Indenture” means that certain Indenture of Trust dated as of March 1, 2007 between the Agency and the Trustee, approved by Resolution No. LRA-07-01 adopted by the Agency on February 27, 2007 authorizing the issuance of the 2007 Bonds.

“2008 Bonds” means the \$3,710,000 Lindsay Redevelopment Project No. One, Tax Allocation Bonds, Issue of 2008, authorized and issued pursuant to the 2008 Indenture.

“2008 Bonds Escrow Agreement” means that certain Escrow Agreement by and between the Successor Agency and the Escrow Bank relating to the 2008 Bonds.

“2008 Bonds Escrow Fund” means the escrow fund created pursuant to the 2008 Bonds Escrow Agreement.

“2008 Indenture” means that certain Indenture of Trust dated as of March 1, 2008 between the Agency and the Trustee, approved by Resolution No. LRA-08-02 adopted by the Agency on February 12, 2008 authorizing the issuance of the 2008 Bonds.

“Written Request of the Successor Agency” or “Written Certificate of the Successor Agency” means a request or certificate, in writing signed by the Executive Director, Secretary or Finance Officer of the Successor Agency or by any other officer of the Successor Agency duly authorized by the Successor Agency for that purpose.

Section 1.3 Rules of Construction. All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture, and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.



ARTICLE II

AUTHORIZATION AND TERMS

Section 2.1 Authorization of Bonds.

(a) Bonds in the aggregate principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) are hereby authorized to be issued by the Successor Agency under and subject to the terms of this Indenture and the Act. This Indenture constitutes a continuing agreement with the Trustee for the benefit of the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal and redemption premiums (if any) and the interest on all Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Bonds shall be designated the “Successor Agency to the Lindsay Redevelopment Agency Lindsay Redevelopment Project No. One Tax Allocation Refunding Bonds, Issue of 2015.”

(b) The Bonds shall be and are special obligations of the Successor Agency and are secured by an irrevocable pledge of Pledged Tax Revenues and other funds as hereinafter provided. The Bonds, interest and premium, if any, thereon are not a debt of the City, the State or any of its political subdivisions (except the Successor Agency), and none of the City, the State nor any of its political subdivisions (except the Successor Agency) is liable on them. In no event shall the Bonds, interest thereon and premium, if any, be payable out of any funds or properties other than those of the Successor Agency as set forth in this Indenture. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. Neither the members of the Successor Agency nor any persons executing the Bonds are liable personally on the Bonds by reason of their issuance.

The Bonds shall be and are equally secured together with any Parity Bonds, by an irrevocable pledge of the Pledged Tax Revenues and other funds as hereinafter provided, without priority for number, maturity, date of sale, date of execution or date of delivery, except as expressly provided herein.

Nothing in this Indenture shall preclude: (a) the payment of the Bonds from the proceeds of refunding bonds issued pursuant to the Law, or (b) the payment of the Bonds from any legally available funds. Nothing in this Indenture shall prevent the Successor Agency from making advances of its own funds, however derived, to any of the uses and purposes mentioned in this Indenture.

The Successor Agency shall have the right to defease the Bonds and be discharged from the lien of this Indenture in accordance with the provision of Section 9.3 hereof. If the Successor Agency shall cause to be paid, or shall have made provision to pay upon maturity or upon redemption prior to maturity, to the Bondowners the principal of, premium, if any, and interest to become due on the Bonds, through setting aside trust funds or setting apart in a reserve fund or special trust account created pursuant to this Indenture or otherwise, or through the irrevocable segregation for that purpose in some sinking fund or other fund or trust account with a fiscal agent or otherwise, moneys sufficient therefor, including, but not limited to, interest earned or to be earned on the investment of such funds, then the lien of this Indenture, including, without limitation, the pledge of the Pledged Tax Revenues, and all other rights granted hereby, shall cease, terminate and become void and be discharged and satisfied, and the principal of, premium, if any, and interest on the Bonds

shall no longer be deemed to be outstanding and unpaid; provided, however, that nothing in this Indenture shall require the deposit of more than such amount as may be sufficient, taking into account both the principal amount of such funds and the interest to become due on the investment thereof, to implement any refunding of the Bonds.

Section 2.2 Term of Bonds. The Bonds shall be issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple thereof and the Bonds shall mature on August 1, in the years and in the amounts and shall bear interest at the rate per annum as follows:

<i>Maturity Date</i>	<i>Principal Amount</i>	<i>Interest Rate</i>
<i>August 1</i>		
2016	\$	%
2017		
2018		
2019		
2019		
2020		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		

Interest on the Bonds shall be payable on each Interest Payment Date to the person whose name appears on the Registration Books as the Owner thereof as of the Regular Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check or draft of the Trustee mailed on the Interest Payment Date by first class mail to such Owner at the address of such Owner as it appears on the Registration Books; provided, however, that upon the written request of any Owner of at least \$1,000,000 in principal amount of Bonds received by the Trustee at least fifteen (15) days prior to such Regular Record Date, payment shall be made by wire transfer in immediately available funds to an account in the United States designated by such Owner. Principal of and redemption premium (if any) on any Bond shall be paid upon presentation and surrender thereof, at maturity or redemption, at the Trust Office of the Trustee. Both the principal of and interest and premium (if any) on the Bonds shall be payable in lawful money of the United States of America Interest shall be calculated based upon a 360-day year of twelve thirty-day months.

Each Bond shall be initially dated as of the Delivery Date and shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Regular Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) a Bond is authenticated on or before January 15, 2015, in which event it shall bear interest from the Delivery Date; provided, however, that if, as of the date of authentication of any Bond, interest thereon is in default, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Section 2.3 Redemption of Bonds.

(a) Optional Redemption. The Bonds maturing on or before August 1, 2025 are not subject to redemption prior to maturity. The Bonds maturing on and after August 1, 2026 are subject to redemption prior to maturity in whole, or in part in the manner determined by the Agency, on any date on or after August 1, 2025, from any available source of funds, at a redemption price (expressed as a percentage of the principal amount of the Bonds to be redeemed) as follows, together with accrued interest thereon to the redemption date:

<i>Redemption Date</i>	<i>Redemption Price</i>
August 1, 2025 and thereafter	100%

(b) Purchase In Lieu of Redemption. In lieu of optional redemption of Bonds, amounts on deposit in the Redevelopment Obligation Retirement Fund (to the extent not required to be transferred to the Trustee during the current Bond Year) may also be used and withdrawn by the Successor Agency at any time for the purchase of the Bonds at public or private sale as and when and at such prices (including brokerage and other charges and including accrued interest) as the Successor Agency may in its discretion determine. The par amount of any of the Bonds so purchased by the Successor Agency and surrendered to the Trustee for cancellation in any twelve-month period ending on July 15, in any year will be credited towards and will reduce the principal amount of the Bonds otherwise required to be redeemed on the following August 1 pursuant to this Indenture.

(c) Notice of Redemption. The Successor Agency shall be required to give the Trustee written notice of its intention to redeem Bonds at least forty-five (45) days prior to the date fixed for such redemption, or such lesser number of days as permitted by the Trustee. The Trustee on behalf of and at the expense of the Agency will mail (by first class mail, postage prepaid) notice of any redemption at least 30 but not more than 60 days prior to the redemption date, to (i) the Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books, and (ii) to the Municipal Securities Rulemaking Board via its Electronic Municipal Market Access system, or any successor thereto; but such mailing will not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein will affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. Such notice will state the redemption date and the redemption price, will designate the CUSIP number of the Bonds to be redeemed, state the individual number of each Bond to be redeemed or state that all Bonds between two stated numbers (both inclusive) or all of the Bonds Outstanding (or all Bonds of a maturity) are to be redeemed, and will require that such Bonds be then surrendered at the Trust Office of the Trustee for redemption at the said redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

With respect to any notice of optional redemption of Bonds, such notice shall state that such redemption shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of moneys sufficient to pay the principal of, premium, if any, and interest on such Bonds to be redeemed and that, if such moneys shall not have been so received, said notice shall be of no force and effect and the Trustee shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such moneys are not so received, the redemption shall not be made, and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

Section 2.4 Form of Bonds. The Bonds, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the form set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

Section 2.5 Execution of Bonds. The Bonds shall be executed on behalf of the Successor Agency by the signature of its Executive Director and the signature of its Secretary who are in office on the date of execution and delivery of this Indenture or at any time thereafter. Either or both of such signatures may be made manually or may be affixed by facsimile thereof. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the purchaser. Any Bond may be signed and attested on behalf of the Successor Agency by such persons as at the actual date of the execution of such Bond shall be the proper officers of the Successor Agency although on the date of such Bond any such person shall not have been such officer of the Successor Agency.

Only such of the Bonds as shall bear thereon a certificate of authentication in the form set forth in Exhibit A hereto, manually executed and dated by and in the name of the Trustee by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee shall be conclusive evidence that such Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture. In the event temporary Bonds are issued pursuant to Section 2.9 hereof, the temporary Bonds shall bear thereon a certificate of authentication manually executed and dated by the Trustee, shall be initially registered by the Trustee, and, until so exchanged as provided under Section 2.9 hereof, the temporary Bonds shall be entitled to the same benefits pursuant to this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.6 Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Bond to the Trustee at its Trust Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Bond or Bonds shall be surrendered for registration of transfer, the Successor Agency shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds, of like series, interest rate, maturity and principal amount of authorized denominations. The Trustee shall collect any tax or other governmental charge on the transfer of any Bonds pursuant to this Section 2.6 from the Bondowner transferring the Bond or Bonds. The cost of printing any Bonds and any services rendered or any expenses incurred by the Trustee in connection with any exchange or transfer shall be paid by the Successor Agency.

The Trustee may refuse to transfer, under the provisions of this Section 2.6, either (a) any Bonds during the period established by the Trustee for the selection of Bonds for redemption, or (b) any Bonds selected by the Trustee for redemption pursuant to the provisions of Section 2.3.

Section 2.7 Exchange of Bonds. Bonds may be exchanged at the Trust Office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations of the same series, interest rate and maturity. The Trustee shall collect any tax or other governmental charge on the exchange of any Bonds pursuant to this Section 2.7 from the Bondowner exchanging the Bond or Bonds. The cost of printing any Bonds and any services rendered or any expenses

incurred by the Trustee in connection with any exchange or transfer shall be paid by the Successor Agency.

The Trustee may refuse to exchange, under the provisions of this Section 2.7, either (a) any Bonds during the period established by the Trustee for the selection of Bonds for redemption or (b) any Bonds selected by the Trustee for redemption pursuant to the provisions of Section 2.3.

Section 2.8 Registration Books. The Trustee will keep or cause to be kept, at its Trust Office, sufficient records for the registration and registration of transfer of the Bonds, which shall at all times during normal business hours be open to inspection by the Successor Agency with reasonable prior notice; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books, Bonds as hereinbefore provided.

Section 2.9 Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Successor Agency, and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Successor Agency upon the same conditions and in substantially the same manner as the definitive Bonds. If the Successor Agency issues temporary Bonds it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange therefor at the Trust Office of the Trustee, and the Trustee shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits pursuant to this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.10 Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Successor Agency, at the expense of the Owner of such Bond, shall execute, and the Trustee shall thereupon deliver, a new Bond of like amount and maturity in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Successor Agency and the Trustee and, if such evidence is satisfactory to both and indemnity satisfactory to them shall be given, the Successor Agency, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like amount and maturity in lieu of and in substitution for the Bond so lost, destroyed or stolen. The Successor Agency may require payment of a sum not exceeding the actual cost of preparing each new Bond issued under this Section 2.10 and of the expenses which may be incurred by the Successor Agency and the Trustee in the premises. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Successor Agency whether or not the Bond so alleged to be lost, destroyed or stolen shall be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds issued pursuant to this Indenture.

Section 2.11 Book-Entry Only System. It is intended that the Bonds, be registered so as to participate in a securities depository system with DTC (the "DTC System"), as set forth herein. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds shall be registered in the name of Cede & Co., as nominee of DTC. The

Successor Agency and the Trustee are authorized to execute and deliver such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including a representation letter in the form required by DTC (the "Representation Letter"). In the event of any conflict between the terms of any such letter or agreement, including the Representation Letter, and the terms of this Indenture, the terms of this Indenture shall control. DTC may exercise the rights of a Bondholder only in accordance with the terms hereof applicable to the exercise of such rights.

With respect to the Bonds registered in the books of the Trustee in the name of Cede & Co., as nominee of DTC, the Successor Agency and the Trustee, shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a "DTC Participant") or to any person on behalf of whom such a DTC Participant directly or indirectly holds an interest in the Bonds (each such person being herein referred to as an "Indirect Participant"). Without limiting the immediately preceding sentence, Successor Agency and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC Participant or any Indirect Participant or any other person, other than a Bondholder, as shown in the Register, of any notice with respect to the Bonds, including any notice of redemption, (c) the payment to any DTC Participant or Indirect Participant or any other Person, other than a Bondholder, as shown in the Register, of any amount with respect to principal of, premium, if any, or interest on, the Bonds or (d) any consent given by DTC as registered owner. So long as certificates for the Bonds are not issued pursuant to Section 2.12 and the Bonds are registered to DTC, the Successor Agency, and the Trustee shall treat DTC or any successor securities depository as, and deem DTC or any successor securities depository to be, the absolute owner of the Bonds for all purposes whatsoever, including without limitation (i) the payment of principal and interest on the Bonds, (ii) giving notice of redemption and other matters with respect to the Bonds, (iii) registering transfers with respect to the Bonds and (iv) the selection of Bonds for redemption. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Bond certificate with respect to any Bond. Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds and all notices with respect to such Bonds shall be made and given, respectively, in the manner provided in the Representation Letter.

Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks being mailed to the registered owner at the close of business on the Record Date applicable to any Interest Payment Date, the name "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 2.12 Successor Securities Depository; Transfers Outside Book-Entry Only System. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the Successor Agency and the Trustee and discharging its responsibilities with respect thereto under applicable law. The Successor Agency, without the consent of any other person, but following written notice to the Successor Agency and the Trustee, may terminate the services of DTC with respect to the Bonds. Upon the discontinuance or termination of the services of DTC with respect to the Bonds pursuant to the foregoing provisions, unless a substitute securities depository is appointed to undertake the functions of DTC hereunder, the Successor Agency, at the expense of the Successor Agency, is obligated to deliver Bond certificates to the beneficial owners of

the Bonds, as described in this Indenture, and the Bonds shall no longer be restricted to being registered in the books of the Trustee in the name of Cede & Co. as nominee of DTC, but may be registered in whatever name or names the Bondowner transferring or exchanging Bonds shall designate to the Trustee in writing, in accordance with the provisions of this Indenture. The Successor Agency may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, as may be acceptable to the Successor Agency, or such depository's agent or designee.

### ARTICLE III

#### DEPOSIT AND APPLICATION OF PROCEEDS OF BONDS; PARITY DEBT

Section 3.1 Issuance of Bonds. Upon the execution and delivery of this Indenture and receipt by the Successor Agency of evidence satisfactory to it of satisfaction of the conditions precedent to issuance of the Bonds, the Successor Agency shall execute and deliver Bonds in the aggregate principal amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to the Trustee and the Trustee shall authenticate and deliver the Bonds upon the Written Request of the Successor Agency.

Section 3.2 Application of Proceeds of Bonds. On the Delivery Date the net proceeds of sale of the Bonds (totaling \$\_\_\_\_\_, consisting of the par amount of the Bonds, plus original issue premium of \$\_\_\_\_\_, less underwriter's discount of \$\_\_\_\_\_, less \$\_\_\_\_\_ wired to the Insurer as the premium for the Insurance Policy and the Reserve Policy) shall be paid to the Trustee and said amount together with moneys transferred from the Funds and Accounts held in connection with the Refunded Bonds shall be applied as follows:

(a) The Trustee shall deposit the amount of \$\_\_\_\_\_ into the Reserve Account of the Debt Service Fund;

(b) Trustee shall transfer the amount of \$\_\_\_\_\_ (consisting of \$\_\_\_\_\_ from Bond proceeds and \$\_\_\_\_\_ from amounts transferred from Trustee for the 2005 Bonds) to the Escrow Bank for deposit in the 2005 Bonds Escrow Fund pursuant to the 2005 Bonds Escrow Agreement;

(c) Trustee shall transfer the amount of \$\_\_\_\_\_ (consisting of \$\_\_\_\_\_ from Bond proceeds and \$\_\_\_\_\_ from amounts transferred from Trustee for the 2007 Bonds) to the Escrow Bank for deposit in the 2007 Bonds Escrow Fund pursuant to the 2007 Bonds Escrow Agreement;

(d) Trustee shall transfer the amount of \$\_\_\_\_\_ (consisting of \$\_\_\_\_\_ from Bond proceeds and \$\_\_\_\_\_ from amounts transferred from Trustee for the 2008 Bonds) to the Escrow Bank for deposit in the 2008 Bonds Escrow Fund pursuant to the 2008 Bonds Escrow Agreement; and

(e) The Trustee shall deposit the amount of \$\_\_\_\_\_ from Bond proceeds into the Costs of Issuance Fund.

The Trustee may establish a temporary fund or account in its records to facilitate and record such deposits and transfers.

The Reserve Policy shall be held by the Trustee in the Reserve Account of the Debt Service Fund in satisfaction of a portion of the Reserve Requirement.

Moneys deposited in the 2005 Bonds Escrow Fund, the 2007 Bonds Escrow Fund and the 2008 Bonds Escrow Fund pursuant to Section 3.2(b)-(d) hereof shall be held by the Escrow Bank and used to pay the principal of and interest on the 2005 Bonds, the 2007 Bonds and the 2008 Bonds, respectively, in accordance with the provisions of the 2005 Bonds Escrow Agreement, the 2007 Bonds Escrow Agreement and the 2008 Bonds Escrow Agreement.

Section 3.3 Costs of Issuance Fund. There is hereby established a separate fund to be known as the “Costs of Issuance Fund,” which shall be held by the Trustee in trust. The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance upon submission of a Written Request of the Successor Agency stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said Fund. Each such Written Request of the Agency shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. On the date that is three (3) months following the Delivery Date, or upon the earlier Written Request of the Successor Agency, all amounts (if any) remaining in the Costs of Issuance Fund shall be withdrawn therefrom by the Trustee and transferred to the Debt Service Fund and the Trustee shall close the Costs of Issuance Fund.

Section 3.4 Issuance of Parity Bonds. In addition to the Bonds, subject to the requirements of this Indenture, the Successor Agency may issue or incur Parity Bonds in such principal amount as shall be determined by the Successor Agency, pursuant to a separate or Supplemental Indenture adopted or entered into by the Successor Agency and Trustee and for such purposes as are permitted under the Dissolution Act, including without limitation Section 34177.5 thereof. The Successor Agency may issue or incur such Parity Bonds subject to the following specific conditions precedent:

(a) The Successor Agency will be in compliance with all covenants set forth in this Indenture;

(b) The Oversight Board shall have approved the issuance of Parity Bonds, which approval shall not have been reviewed by the Department of Finance (the “DOF”) or, if review was requested by DOF, it shall have approved the Oversight Board’s approval;

(c) The Parity Bonds will be on such terms and conditions as may be set forth in a separate or Supplemental Indenture, which will provide for (i) bonds substantially in accordance with this Indenture, and (ii) the deposit of moneys into the Reserve Account in an amount sufficient, together with the balance of the Reserve Account, to equal the Reserve Requirement on all Bonds expected to be outstanding including the Parity Bonds;

(d) Receipt of a certificate or opinion of an Independent Financial Consultant stating that the conditions of Section 34177.5(a)(1) for the issuance of refunding bonds have been met, together with supporting schedules demonstrating such conditions have been met; and



(e) The Parity Bonds will mature on and interest will be payable on the same dates as the Bonds (except the first interest payment may be from the date of the Parity Bonds until the next succeeding February 1 or August 1) provided, however, nothing herein shall preclude the Successor Agency from issuing and selling Parity Bonds which do not pay current interest.

Section 3.5 Validity of Bonds. The validity of the authorization and issuance of the Bonds shall not be dependent upon the completion of the Redevelopment Project or upon the performance by any person of his obligation with respect to the Redevelopment Project.

## ARTICLE IV

### SECURITY OF BONDS; FLOW OF FUNDS

Section 4.1 Security of Bonds; Equal Security. Except as provided in Sections 4.2 and 6.6, the Bonds and any additional Parity Bonds shall be equally secured by a pledge and lien on all of the Pledged Tax Revenues and on all of the moneys in the Redevelopment Obligation Retirement Fund and the Debt Service Fund (including the Interest Account, the Principal Account, the Reserve Account and the Redemption Account therein) without preference or priority for series, issue, number, dated date, sale date, date of execution or date of delivery. Except for the Pledged Tax Revenues and such moneys, no funds or properties of the Successor Agency shall be pledged to, or otherwise liable for, the payment of principal of or interest or redemption premium (if any) on the Bonds.

In consideration of the acceptance of the Bonds by those who shall own the same from time to time, this Indenture shall be deemed to be and shall constitute a contract between the Successor Agency and the Trustee for the benefit of the Owners from time to time of the Bonds, and the covenants and agreements herein set forth to be performed on behalf of the Successor Agency shall be for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date thereof or the time of sale, execution and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

Section 4.2 Redevelopment Obligation Retirement Fund, Debt Service Fund, Deposit of Pledged Tax Revenues. There has been established a special trust fund known as the "Redevelopment Obligation Retirement Fund," which shall be held by the Successor Agency pursuant to Section 34170.5 of the Dissolution Act. There is hereby continued a special trust fund known as the "Debt Service Fund" and the accounts therein referred to below which shall be held by the Trustee in accordance with this Indenture. The Successor Agency shall deposit all of the Pledged Tax Revenues received in any Bond Year in the Redevelopment Obligation Retirement Fund promptly upon receipt thereof by the Successor Agency, and promptly thereafter shall transfer amounts therein to the Trustee for deposit in the Debt Service Fund established and held under this Indenture until such time that the aggregate amounts on deposit in such Debt Service Fund equal the aggregate amounts required to be deposited into the Interest Account, the Principal Account, the Reserve Account and the Redemption Account in such Bond Year pursuant to Section 4.3 of this Indenture and for deposit in such Bond Year in the funds and accounts established with respect to Parity Bonds, as provided in any Supplemental Indenture.

Section 4.3 Transfer of Amounts by the Trustee. There are hereby created accounts within the Debt Service Fund as set forth below, to be known respectively as the Interest Account,

the Principal Account, the Reserve Account and the Redemption Account. At the same time as moneys are transferred, on a pro rata basis, for the payment of any Parity Bonds, moneys in the Debt Service Fund will be transferred by the Trustee in the following amounts at the following times, for deposit in the following respective accounts within the Debt Service Fund, which are hereby established with the Trustee, in the following order of priority:

(a) Interest Account. On or before the 5th Business Day preceding each Interest Payment Date, the Trustee will withdraw from the Debt Service Fund and transfer to the Interest Account an amount which, when added to the amount contained in the Interest Account on that date, will be equal to the aggregate amount of the interest becoming due and payable on the Outstanding Bonds on such Interest Payment Date. No such transfer and deposit need be made to the Interest Account if the amount contained therein is at least equal to the interest to become due on the next succeeding Interest Payment Date upon all of the Outstanding Bonds. Subject to this Indenture, all moneys in the Interest Account will be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds as it becomes due and payable (including accrued interest on any Bonds redeemed prior to maturity pursuant to this Indenture).

(b) Principal Account. On or before the 5th Business Day preceding each Principal Payment in each calendar year beginning [August 1, 2015], the Trustee will withdraw from the Debt Service Fund and transfer to the Principal Account an amount equal to the principal payments becoming due and payable on Outstanding Bonds and Parity Bonds on such August 1, to the extent monies on deposit in the Redevelopment Obligation Retirement Fund are available therefor. No such transfer and deposit need be made to the Principal Account if the amount contained therein is at least equal to the principal payments to become due on such August 1 on all Outstanding Bonds. Subject to this Indenture, all moneys in the Principal Account will be used and withdrawn by the Trustee solely for the purpose of paying the principal payments of the Bonds as it becomes due and payable.

(c) Reserve Account. In the event the moneys on deposit in the Debt Service Fund five (5) Business Days before any Interest Payment Date are less than the full amount of the interest and principal payments required to be deposited, the Trustee will, five (5) Business Days before such Interest Payment Date, withdraw from the Reserve Account an amount equal to any such deficiency and will notify the Successor Agency of any such withdrawal. Promptly upon receipt of any such notice, the Successor Agency will withdraw from the Redevelopment Obligation Retirement Fund and transfer to the Trustee for deposit in the Reserve Account an amount when added to the amount on deposit in the reserve accounts held in connection with any Parity Bonds will be sufficient to maintain the Reserve Requirement on deposit in such reserve accounts, including the Reserve Account and any reserve accounts held in connection with additional Parity Bonds. If there is not sufficient moneys in the Redevelopment Obligation Retirement Fund to transfer an amount, which when added to the amount on deposit in the reserve accounts held in connection with any Parity Bonds, will be sufficient to maintain the Reserve Requirement on deposit in the such reserve accounts, including the Reserve Account and any reserve accounts held in connection with additional Parity Bonds, the Successor Agency will have an obligation to continue making transfers of Pledged Tax Revenues into the Debt Service Fund, as such revenues become available, and thereafter, as moneys become available in the Debt Service Fund, the Trustee will make transfers to the Reserve Account and the reserve accounts held in connection with any Parity Bonds until there is an amount sufficient to maintain the Reserve Requirement on deposit in such reserve accounts. No such transfer and deposit need be made to the Reserve Account (or any subaccount therein) so long as there is on deposit therein a sum at least equal to the Reserve Requirement. Subject to this Indenture all money

in the Reserve Account will be used and withdrawn by the Trustee solely for the purpose of making transfers to the Interest Account and the Principal Account (and subaccounts therein, as the case may be), in such order of priority, in the event of any deficiency at any time in any of such accounts or for the retirement of all the Bonds then Outstanding, except that so long as the Successor Agency is not in default hereunder, any amount in the Reserve Account in excess of the Reserve Requirement will be withdrawn from the Reserve Account semiannually on or before the 5th Business Day preceding February 1 and August 1 by the Trustee and deposited in the Interest Account. All amounts in the Reserve Account on the 5th Business Day preceding the final Interest Payment Date will be withdrawn from the Reserve Account and will be transferred either (i) to the Interest Account and the Principal Account, in such order, to the extent required to make the deposits then required to be made or, (ii) if the Successor Agency shall have caused to be deposited with the Trustee an amount sufficient to make the deposits required by this Indenture, then at the Written Request of the Successor Agency such amount shall be transferred as directed by the Successor Agency.

The Reserve Policy shall be initially deposited into the Reserve Account. The prior written consent of the Insurer shall be a condition precedent to the deposit of any Alternate Reserve Account Security, besides the Reserve Policy, provided in lieu of a cash deposit into the Reserve Account. Any such Alternate Reserve Account Security will provide that the Trustee is entitled to draw amounts thereunder when required for the purposes of making transfers from the Reserve Account to the Interest Account and the Principal Account in the event of a deficiency in any such account. Notwithstanding anything herein to the contrary, amounts on deposit in the Reserve Account shall be applied solely to the payment of debt service due on the Bonds and any Parity Bonds secured by the Reserve Account.

Notwithstanding the foregoing, the following terms shall govern the Reserve Account so long as the Reserve Policy is deposited therein:

(1) The Successor Agency shall repay any draws under the Reserve Policy and pay all related reasonable expenses incurred by the Insurer and shall pay interest thereon from the date of payment by the Insurer at the Late Payment Rate. "Late Payment Rate" means the lesser of: (x) the greater of: (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate (the "Prime Rate") (any change in such Prime Rate to be effective on the date that such change is announced by JPMorgan Chase Bank) plus 3%; and (ii) the then applicable highest rate of interest with respect to the Certificates; and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event that JPMorgan Chase Bank ceases to announce its Prime Rate publicly, the Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Insurer shall specify. If the interest provisions of this section shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Insurer, with the same force and effect as if the Successor Agency had specifically designated such extra sums to be so applied and the Insurer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for

the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

(2) The Successor Agency shall promptly make repayments for draws and payment of expenses and the interest accrued thereon at the Late Payment Rate (collectively, "Policy Costs") from funds available to the Successor Agency to the extent permitted by law. To the extent that such repayment and payment cannot be made in full within then current Recognized Obligation Payment Schedule ("ROPS") period (pursuant to Health and Safety Code section 34170 et seq.), the Successor Agency shall include the payment and repayment on the next available ROPS and on successive ROPS until such payment and repayment have been made in full. Amounts in respect of Policy Costs paid to the Insurer shall be credited first to interest due, then to the expenses due and then to principal due.

(3) Amounts in respect of Policy Costs paid to the Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy. The obligation to pay Policy Costs shall be secured by a valid lien on all Pledged Tax Revenues (subject only to the priority of payment provisions set forth hereunder).

(4) All cash and investments in the Reserve Account, if any, shall be transferred to the Debt Service Fund for payment of principal of and interest on the Bonds before any drawing may be made on the Reserve Policy or any other credit facility, surety bond (other than the Reserve Policy), municipal bond insurance policy, unconditional irrevocable letter of credit or any other security device, in each case issued by providers whose long term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, is rated, at the time such security device is issued, "AA" or better by S&P credited to the Reserve Account in lieu of cash (each, a "Credit Facility"). Payment of any Policy Costs shall be made prior to replenishment of any such cash amounts. Draws on all Credit Facilities (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Reserve Account. Payment of Policy Costs and reimbursement of amounts with respect to other Credit Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Reserve Account. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(5) If the Successor Agency shall fail to pay any Policy Costs in accordance with the requirements of this section, the Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided hereunder, other than: (i) acceleration of the maturity of the Bonds; or (ii) remedies which would adversely affect Owners of the Bonds.

(6) The Indenture shall not be discharged until all Policy Costs owing to the Insurer shall have been paid in full. The Successor Agency's obligation to pay such amounts shall expressly survive payment in full of the Bonds.

(7) The Successor Agency shall include any Policy Costs then due and owing the Insurer in the calculation of the additional bonds test and the rate covenant in this Indenture.

(8) The Trustee shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of this section and provide notice to the Insurer in accordance with the terms of the Reserve Policy at least five (5) Business Days prior to each date upon which interest or principal is due on the Bonds. Where deposits are required to be made by the Successor Agency with the Trustee to the Debt Service Fund more often than semiannually, the Trustee shall be instructed to give notice to the Insurer of any failure of the Successor Agency to make timely payment in full of such deposits within two (2) Business Days of the date due.

At Bond Maturity, amounts on deposit in the Reserve Account shall be transferred to the reserve accounts held in connection with any additional Parity Bonds to the extent necessary to maintain the Reserve Requirement on the additional Parity Bonds then outstanding.

(d) Redemption Account. On or before the 5th Business Day preceding any date on which Bonds are to be redeemed, the Trustee shall transfer from the Debt Service Fund for deposit in the Redemption Account an amount required to pay the principal of, interest and premium, if any, on the Bonds to be redeemed on such date. Subject to this Indenture, all moneys in the Redemption Account will be used and withdrawn by the Trustee solely for the purpose of paying the principal of, interest and premium, if any, on the Bonds to be redeemed on the date set for such redemption.

Section 4.4 Rebate Fund. The Trustee shall establish the Rebate Fund and the Successor Agency shall comply with the requirements below. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, for payment to the United States Treasury. All amounts on deposit in the Rebate Fund shall be governed by this Section and the applicable Tax Certificate, unless the Successor Agency obtains an opinion of Bond Counsel that the exclusion from gross income of interest on the Bonds will not be adversely affected for federal income tax purposes if such requirements are not satisfied.

(a) Excess Investment Earnings.

(i) Computation. Within 55 days of the end of each fifth Computation Year with respect to the Bonds, the Successor Agency shall calculate or cause to be calculated the amount of rebatable arbitrage, in accordance with Section 148(f)(2) of the Code and Section 1.148-3 of the Rebate Regulations (taking into account any applicable exceptions with respect to the computation of the rebatable arbitrage, described, if applicable, in the Tax Certificate (e.g., the temporary investments exception of Section 148(f)(4)(B) and the construction expenditure exception of Section 148(f)(4)(C) of the Code), for this purpose treating the last day of the applicable Computation Year as a computation date, within the meaning of Section 1.148-1(b) of the Rebate Regulations (the “Rebatable Arbitrage”). The Successor Agency shall obtain expert advice as to the amount of the Rebatable Arbitrage to comply with this Section.

(ii) Transfer. Within 55 days of the end of each fifth Computation Year with respect to the Bonds, upon the Finance Officer’s written direction, an amount shall be deposited to the Rebate Fund by the Trustee from any legally available funds, including the other funds and accounts established herein, so that the balance in the Rebate Fund shall equal the amount of

Rebatable Arbitrage so calculated in accordance with clause (i) of this Section 4.4(a). In the event that immediately following the transfer required by the previous sentence, the amount then on deposit to the credit of the Rebate Fund exceeds the amount required to be on deposit therein, upon written instructions from the Finance Officer, the Trustee shall withdraw the excess from the Rebate Fund and then credit the excess to the Debt Service Fund.

(iii) Payment to the Treasury. The Successor Agency shall direct the Trustee in writing to pay to the United States Treasury, out of amounts in the Rebate Fund.

(X) Not later than 60 days after the end of (A) the fifth Computation Year with respect to the Bonds, and (B) each applicable fifth Computation Year thereafter, an amount equal to at least 90% of the Rebatable Arbitrage calculated as of the end of such Computation Year; and

(Y) Not later than 60 days after the payment of all the Bonds, an amount equal to 100% of the Rebatable Arbitrage calculated as of the end of such applicable Computation Year, and any income attributable to the Rebatable Arbitrage, computed in accordance with Section 148(f) of the Code.

In the event that, prior to the time of any payment required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the Successor Agency shall calculate or cause to be calculated the amount of such deficiency and deposit an amount received from any legally available source, including the other funds and accounts established herein, equal to such deficiency in the Rebate Fund prior to the time such payment is due. Each payment required to be made pursuant to this Subsection 4.4(a)(iii) shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T prepared by the Successor Agency, or shall be made in such other manner as provided under the Code.

(b) Disposition of Unexpended Funds. Any funds remaining in the Rebate Fund after redemption and payment of the Bonds and the payments described in Section 4.4(a)(iii), shall be transferred by the Trustee to the Successor Agency at the written direction of the Successor Agency and utilized in any manner by the Successor Agency.

(c) Survival of Defeasance. Notwithstanding anything in this Section 4.4 or this Indenture to the contrary, the obligation to comply with the requirements of this Section shall survive the defeasance of the Bonds and any Parity Bonds.

(d) Trustee Responsible. The Trustee shall have no obligations or responsibilities under this Section other than to follow the written directions of the Successor Agency. The Trustee shall have no responsibility to make any calculations of rebate or to independently review or verify such calculations.

Section 4.5 Claims upon the Insurance Policy. If, on the third Business Day prior to an Interest Payment Date there is not on deposit with the Trustee, after making all transfers and deposits required hereunder, moneys sufficient to pay the principal of and interest on the Insured Bonds due on such Interest Payment Date, the Trustee shall give notice to the Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the

related Interest Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Insured Bonds due on such Interest Payment Date, the Trustee shall make a claim under the Insurance Policy and give notice to the Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Insured Bonds and the amount required to pay principal of the Insured Bonds, confirmed in writing to the Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

The Trustee shall designate any portion of payment of principal of the Insured Bonds paid by the Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured Bonds registered to the then current Bondowner, whether DTC or its Nominee or otherwise, and shall issue a replacement Insured Bond to the Insurer, registered in the name of Assured Guaranty Municipal Corp., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Insured Bond shall have no effect on the amount of principal or interest payable by the Successor Agency with respect to any Insured Bond or the subrogation rights of the Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the Insurer into the Policy Payments Account (as such term is defined below) and the allocation of such funds to payment of interest on and principal of any Insured Bond. The Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Bondowners referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Insurance Policy in trust on behalf of Bondowners and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Bondowners in the same manner as principal and interest payments are to be made on the Bonds under this Indenture. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Successor Agency agrees to pay to the Insurer: (i) a sum equal to the total of all amounts paid by the Insurer under the Insurance Policy (the "Bond Insurer Advances"); and (ii) interest on such Bond Insurer Advances from the date paid by the Insurer until payment thereof in full, payable to the Insurer at the Late Payment Rate (as such term is defined below) per annum (collectively, the "Bond Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of: (a) the greater of: (1) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%; and (2) the then applicable highest rate of interest on the Insured Bonds; and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Successor Agency hereby covenants and agrees that the Bond Insurer Reimbursement Amounts are secured by a lien on and pledge of the Pledged Tax Revenues and payable from such Pledged Tax Revenues on a parity with debt service due on the Insured Bonds.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Payment Date shall promptly be remitted to the Insurer.

The Insurer shall, to the extent that it makes any payment of principal of or interest on the Insured Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy (which subrogation rights shall also include the rights of any such recipients in connection with any Insolvency Proceeding). Each obligation of the Successor Agency to the Insurer hereunder shall survive the discharge or termination thereof.

The Insurer shall be entitled to pay principal of or interest on the Insured Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Successor Agency (as such terms are defined in the Insurance Policy), whether or not the Insurer has received a Notice of Nonpayment (as such term is defined in the Insurance Policy) or a claim upon the Insurance Policy.

## ARTICLE V

### OTHER COVENANTS OF THE SUCCESSOR AGENCY

Section 5.1 Covenants of the Successor Agency. As long as the Bonds are outstanding and unpaid, the Successor Agency shall (through its proper members, officers, agents or employees) faithfully perform and abide by all of the covenants, undertakings and provisions contained in this Indenture or in any Bond issued hereunder, including the following covenants and agreements for the benefit of the Bondowners which are necessary, convenient and desirable to secure the Bonds and will tend to make them more marketable; provided, however, that the covenants do not require the Successor Agency to expend any funds other than the Pledged Tax Revenues:

Covenant 1. Use of Proceeds; Management and Operation of Properties. The Successor Agency covenants and agrees that the proceeds of the sale of the Bonds will be deposited and used as provided in this Indenture and that it will manage and operate all properties owned by it comprising any part of the Project Area in a sound and businesslike manner.

Covenant 2. No Priority. The Successor Agency covenants and agrees that it will not issue any obligations payable, either as to principal or interest, from the Pledged Tax Revenues which have any lien upon the Pledged Tax Revenues prior or superior to the lien of the Bonds. Except as permitted by Section 3.4 hereof, it will not issue any obligations, payable as to principal or interest, from the Pledged Tax Revenues, which have any lien upon the Pledged Tax Revenues on a parity with the Bonds authorized herein. Notwithstanding the foregoing, nothing in this Indenture shall prevent the Successor Agency (i) from issuing and selling pursuant to law, refunding obligations payable from and having any lawful lien upon the Pledged Tax Revenues, if such refunding obligations are issued for the purpose of, and are sufficient for the purpose of, refunding all of the Outstanding Bonds and Parity Bonds, (ii) from issuing and selling obligations which have, or purport to have, any lien upon the Pledged Tax Revenues which is junior to the Bonds or (iii) from issuing and selling bonds or other obligations which are payable in whole or in part from sources other than the Pledged Tax Revenues. As used herein "obligations" includes, without limitation, bonds, notes, interim certificates, debentures or other obligations.

Covenant 3. Punctual Payment. The Successor Agency covenants and agrees that it will duly and punctually pay or cause to be paid the principal of and interest on each of the Bonds on the



date, at the place and in the manner provided in the Bonds. Further, it will take all actions required under the Dissolution Act to include on the Recognized Obligation Payment Schedules for each six-month period all payments to the Trustee to satisfy the requirements of Section 4.2 of this Indenture, including any amounts required under the Indenture to replenish the Reserve Account of the Debt Service Fund to full amount of the Reserve Requirement.

Covenant 4. Payment of Taxes and Other Charges. The Successor Agency covenants and agrees that it will from time to time pay and discharge, or cause to be paid and discharged, all payments in lieu of taxes, service charges, assessments or other governmental charges which may lawfully be imposed upon the Successor Agency or any of the properties then owned by it in the Project Area, or upon the revenues and income therefrom, and will pay all lawful claims for labor, materials and supplies which if unpaid might become a lien or charge upon any of the properties, revenues or income or which might impair the security of the Bonds or the use of Pledged Tax Revenues or other legally available funds to pay the principal of and interest on the Bonds, all to the end that the priority and security of the Bonds shall be preserved; provided, however, that nothing in this covenant shall require the Successor Agency to make any such payment so long as the Successor Agency in good faith shall contest the validity of the payment.

Covenant 5. Books and Accounts; Financial Statements. The Successor Agency covenants and agrees that it will at all times keep, or cause to be kept, proper and current books and accounts (separate from all other records and accounts) in which complete and accurate entries shall be made of all transactions relating to the Redevelopment Project and the Pledged Tax Revenues and other funds relating to the Project Area. The Successor Agency will prepare within one hundred eighty (180) days after the close of each of its Fiscal Years a postaudit of the financial transactions and records of the Successor Agency for the Fiscal Year to be made by an Independent Certified Public Accountant appointed by the Successor Agency, and will furnish a copy of the postaudit to the Trustee and any rating agency which maintains a rating on the Bonds, and, upon written request, to any Bondowner. The Trustee shall have no duty to review such postaudits.

Covenant 6. Eminent Domain Proceeds. The Successor Agency covenants and agrees that if all or any part of the Redevelopment Project Area should be taken from it without its consent, by eminent domain proceedings or other proceedings authorized by law, for any public or other use under which the property will be tax exempt, it shall take all steps necessary to adjust accordingly the base year property tax roll of the Project Area.

Covenant 7. Disposition of Property. The Successor Agency covenants and agrees that it will not dispose of more than ten percent (10%) of the land area in the Project Area (except property shown in the Redevelopment Plan in effect on the date this Indenture is adopted as planned for public use, or property to be used for public streets, public offstreet parking, sewage facilities, parks, easements or right-of-way for public utilities, or other similar uses) to public bodies or other persons or entities whose property is tax exempt, unless such disposition will not result in Pledged Tax Revenues to be less than the amount required for the issuance of Parity Bonds as provided in Section 3.4, based upon the certificate or opinion of an Independent Financial Consultant appointed by the Successor Agency.

Covenant 8. Protection of Security and Rights of Bondowners. The Successor Agency covenants and agrees to preserve and protect the security of the Bonds and the rights of the Bondowners and to contest by court action or otherwise (a) the assertion by any officer of any government unit or any other person whatsoever against the Successor Agency that (i) the Law

(except as modified by the Dissolution Act) is unconstitutional or (ii) that the Pledged Tax Revenues pledged under this Indenture cannot be paid to the Successor Agency for the debt service on the Bonds or (b) any other action affecting the validity of the Bonds or diluting the security therefor, including, with respect to the Pledged Tax Revenues, the senior lien position of the Bonds to the Pass-Through Agreements.

Covenant 9. Tax Covenants. The Successor Agency covenants and agrees to contest by court action or otherwise any assertion by the United States of America or any departments or agency thereof that the interest received by the Bondowners is includable in gross income of the recipient under federal income tax laws on the date of issuance of the Bonds. Notwithstanding any other provision of this Indenture, absent an opinion of Bond Counsel that the exclusion from gross income of interest with respect to the Bonds will not be adversely affected for federal income tax purposes, the Successor Agency covenants to comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income and specifically covenants, without limiting the generality of the foregoing, as follows:

(1) Private Activity. The Successor Agency will take no action or refrain from taking any action or make any use of the proceeds of the Bonds or Parity Bonds or of any other monies or property which would cause the Bonds to be “private activity bonds” within the meaning of Section 141 of the Code;

(2) Arbitrage. The Successor Agency will make no use of the proceeds of the Bonds or of any other amounts or property, regardless of the source, or take any action or refrain from taking any action which will cause the Bonds or Parity Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Code;

(3) Federal Guaranty. The Successor Agency will make no use of the proceeds of the Bonds or take or omit to take any action that would cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code;

(4) Information Reporting. The Successor Agency will take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code;

(5) Hedge Bonds. The Successor Agency will make no use of the proceeds of the Bonds or any other amounts or property, regardless of the source, or take any action or refrain from taking any action that would cause either any Bonds to be considered “hedge bonds” within the meaning of Section 149(g) of the Code unless the Successor Agency takes all necessary action to assure compliance with the requirements of Section 149(g) of the Code to maintain the exclusion from gross income of interest on the Bonds for federal income tax purposes; and

(6) Miscellaneous. The Successor Agency will take no action or refrain from taking any action inconsistent with its expectations stated in that certain Tax Certificate executed by the Successor Agency in connection with each issuance of Bonds and will comply with the covenants and requirements stated therein and incorporated by reference herein.

Covenant 10. Compliance with Dissolution Act. The Successor Agency covenants that it will comply with the requirements of the Dissolution Act. Without limiting the generality of the foregoing, the Successor Agency covenants and agrees to file all required statements and hold all

public hearings required under the Dissolution Act to assure compliance by the Successor Agency with its covenants hereunder. Further, it will take all actions required under the Dissolution Act to include scheduled debt service on the Bonds, as well as any amount required under this Indenture to replenish the Reserve Account of the Debt Service Fund, in Recognized Obligation Payment Schedules for each six-month period so as to enable the County Auditor-Controller to distribute from the Redevelopment Property Tax Trust Fund to the Agency's Redevelopment Obligation Retirement Fund on each January 2 and June 1 amounts required for the Successor Agency to transfer to the Trustee the amounts required to pay principal of, and interest on, the Bonds coming due in the respective six-month period. These actions will include, without limitation, placing on the periodic Recognized Obligation Payment Schedule for approval by the Oversight Board and State Department of Finance, to the extent necessary, the amounts to be held by the Successor Agency as a reserve until the next six-month period, as contemplated by paragraph (1)(A) of subdivision (d) of Section 34171 of the Dissolution Act, that are necessary to provide for the payment of principal and interest under this Indenture when the next property tax allocation is projected to be insufficient to pay all obligations due under this Indenture for the next payment due thereunder and hereunder in the following six-month period.

Covenant 11. Limitation on Indebtedness. The Successor Agency covenants and agrees that it has not and will not incur any loans, obligations or indebtedness repayable from Pledged Tax Revenues such that the total aggregate debt service on said loans, obligations or indebtedness incurred from and after the date of adoption of the Redevelopment Plan, when added to the total aggregate debt service on the Bonds, will exceed the maximum amount of Pledged Tax Revenues to be divided and allocated to the Successor Agency pursuant to the Redevelopment Plan. The Successor Agency shall file annually with the Trustee on or prior to August 1 of each year a Written Certificate of the Successor Agency certifying that Pledged Tax Revenues received by the Successor Agency through the date of the certificate combined with the amount remaining to be paid on all outstanding obligations of the Successor Agency will not exceed the Plan Limit. To the extent it does, all Pledged Tax Revenues will be deposited in an escrow account and applied to the payment or redemption of such outstanding obligations at the next available optional redemption date.

Covenant 12. Further Assurances. The Successor Agency covenants and agrees to adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Indenture.

Covenant 13. Continuing Disclosure. The Successor Agency hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Indenture, failure of the Successor Agency to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, any participating underwriter, holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

## ARTICLE VI

### THE TRUSTEE

#### Section 6.1 Duties, Immunities and Liabilities of Trustee.

(a) The Trustee shall, prior to the occurrence of an Event of Default, and after the curing or waiver of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants shall be read into this Indenture against the Trustee. The Trustee shall, during the existence of any Event of Default (which has not been cured or waived), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent trustee would exercise or use under the circumstances in the conduct of its own affairs.

(b) The Successor Agency may remove the Trustee at any time, unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee (i) if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or (ii) if at any time the Successor Agency has knowledge that the Trustee has ceased to be eligible in accordance with subsection (e) of this Section, or has become incapable of acting, or has been adjudged as bankrupt or insolvent, or a receiver of the Trustee or its property has been appointed, or any public officer shall have taken control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation. In each case such removal shall be accomplished by the giving of written notice of such removal by the Successor Agency to the Trustee, whereupon the Successor Agency shall appoint a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign by giving prior written notice of such resignation to the Successor Agency, and by giving the Owners notice of such resignation by first class mail, postage prepaid, at their respective addresses shown on the Registration Books. Upon receiving such notice of resignation, the Successor Agency shall promptly appoint a successor Trustee by an instrument in writing.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and have accepted appointment within 45 days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Owner (on behalf of such Owner and all other Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing and delivering to the Successor Agency and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Written Request of the Successor Agency or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it

under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Successor Agency shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a Successor Trustee as provided in this subsection, the Successor Agency shall mail, with a copy to the Successor Trustee, a notice of the succession of such Trustee to the trusts hereunder to each rating agency which then has a current rating on the Bonds and to the Owners at their respective addresses shown on the Registration Books. If the Successor Agency fails to mail such notice within 15 days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the Successor Agency. Notwithstanding any other provisions of this Indenture, no removal, resignation or termination of the Trustee shall take effect until a successor shall be appointed.

(e) Every successor Trustee appointed under the provisions of this Indenture shall be a trust company, national banking association or bank in good standing authorized to exercise trust powers or having the powers of a trust company and duly authorized to exercise trust powers within the State having a combined capital and surplus of at least \$75,000,000, and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

(f) The Trustee shall have no responsibility or liability with respect to any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Bonds.

(g) Before taking any action under Article VIII or this Section 6.1 at the request or direction of the Owners, the Trustee may require that an indemnity bond satisfactory to the Trustee be furnished by the Owners for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or its willful misconduct in connection with any action so taken.

Section 6.2 Merger or Consolidation. Any bank, national banking association or trust company into which the Trustee may be merged or converted or with which either of them may be consolidated or any bank, national banking association or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank, national banking association or trust company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such bank, national banking association or trust company shall be eligible under subsection (e) of Section 6.1, shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 6.3 Liability of Trustee.

(a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the Successor Agency, and the Trustee shall not assume responsibility for the correctness of the same, nor make any representations as to the validity or sufficiency of this Indenture or of the Bonds nor shall incur any responsibility in respect thereof, other than as expressly stated herein. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee may become the Owner of any Bonds with the same rights it would have if they were not Trustee and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of the Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

(b) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless the Trustee shall have been negligent in ascertaining the pertinent facts.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(d) The Trustee shall not be liable for any action taken by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture, except for actions arising from the negligence or willful misconduct of the Trustee. The permissive right of the Trustee to do things enumerated hereunder shall not be construed as a mandatory duty.

(e) The Trustee shall not be deemed to have knowledge of any Event of Default hereunder unless and until it shall have actual knowledge thereof, or shall have received written notice thereof at its Trust Office. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of an Event of Default thereunder. The Trustee shall not be responsible for the validity or effectiveness of any collateral given to or held by it. Without limiting the generality of the foregoing, the Trustee shall not be responsible for reviewing the contents of any financial statements furnished to the Trustee pursuant to Section 5.1 and may rely conclusively on the certificates accompanying such financial statements to establish the Successor Agency's compliance with its financial covenants hereunder, including, without limitation, its covenants regarding the deposit of Pledged Tax Revenues into the Redevelopment Obligation Retirement Fund and the investment and application of moneys on deposit in the Redevelopment Obligation Retirement Fund (other than its covenants to transfer such moneys to the Trustee when due hereunder).

(f) No provision in this Indenture shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability hereunder.

(g) The Trustee may execute any of the trust or powers hereof and perform any of its duties through attorneys, agents and receivers and shall not be answerable for the conduct of the same if appointed by it with reasonable care.

(h) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty.

(i) The immunities extended to the Trustee also extend to its directors, officers, employees and agents.

(j) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Successor Agency elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Successor Agency agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(k) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include but not be limited to acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(l) The Trustee shall not be responsible for or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

Section 6.4 Right to Rely on Documents. The Trustee shall be protected in acting upon any notice, resolution, facsimile, request, consent, order, certificate, report, opinion or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties, in the absence of negligence or willful misconduct by the Trustee. The Trustee may consult with counsel, including, without limitation, counsel of or to the Successor Agency, with regard to legal questions, and, in the absence of negligence or willful misconduct by the Trustee, the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in accordance therewith.

The Trustee shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto is established to the satisfaction of the Trustee.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Certificate of the Successor Agency, which shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Indenture in reliance upon such Written Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable. The Trustee may conclusively rely on any certificate or report of any Independent Accountant or Independent Redevelopment Consultant appointed by the Successor Agency.

Section 6.5 Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times during regular business hours upon reasonable notice to the inspection of the Successor Agency and any Owner, and their agents and representatives duly authorized in writing, at reasonable hours and under reasonable conditions.

Section 6.6 Compensation and Indemnification. The Successor Agency shall pay to the Trustee from time to time reasonable compensation for all services rendered under this Indenture and also all reasonable expenses, charges, legal and consulting fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties under this Indenture. Upon the occurrence of an Event of Default, the Trustee shall have a first lien on the Pledged Tax Revenues and all funds and accounts held by the Trustee hereunder to secure the payment to the Trustee of all fees, costs and expenses, including reasonable compensation to its experts, attorneys and counsel incurred in declaring such Event of Default and in exercising the rights and remedies set forth in Article VIII hereof.

The Successor Agency further covenants and agree, but only to the extent permitted and limited by law, to indemnify and save the Trustee and its officers, directors, agents and employees, harmless against any loss, expense, and liabilities which it may incur arising out of or in the exercise and performance of its powers and duties hereunder, including the costs and expenses and those of its attorneys and advisors of defending against any claim of liability, but excluding any and all losses, expenses and liabilities which are due to the negligence or willful misconduct of the Trustee, its officers, directors, agents or employees. The obligations of the Successor Agency under this section shall survive resignation or removal of the Trustee under this Indenture and payment of the Bonds and discharge of this Indenture.

Section 6.7 Investment of Moneys in Funds and Accounts. Subject to the provisions of Article V hereof, all moneys held by the Trustee in the Debt Service Fund, the Costs of Issuance Fund, the Redemption Account or the Rebate Fund, shall, at the written direction of the Successor Agency, be invested only in Permitted Investments. If the Trustee receives no written directions from the Successor Agency as to the investment of moneys held in any fund or account, the Trustee shall invest such moneys solely in Permitted Investments described in subsection (b)(5) of the definition thereof; provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a written direction of the Successor Agency specifying a specific money market fund and, if no such written direction of the Successor Agency is so received, the Trustee shall hold such moneys uninvested.



(a) Moneys in the Redevelopment Obligation Retirement Fund shall be invested by the Successor Agency only in obligations permitted by the Law, which will by their terms mature not later than the date the Successor Agency estimates the moneys represented by the particular investment will be needed for withdrawal from the Redevelopment Obligation Retirement Fund.

(b) Moneys in the Interest Account, the Principal Account and the Redemption Account of the Debt Service Fund shall be invested only in obligations, which will by their terms mature on such dates as to ensure that before each interest and principal payment date, there will be in such account, from matured obligations and other moneys already in such account, cash equal to the interest and principal payable on such payment date.

(c) Moneys in the Reserve Account shall be invested in (i) obligations, which will by their terms mature on or before the date of the final maturity of the Bonds or five (5) years from the date of investment, whichever is earlier or (ii) an investment agreement, which permits withdrawals or deposits without penalty at such time as such moneys will be needed or in order to replenish the Reserve Account.

(d) Moneys in the Rebate Fund shall be invested in Defeasance Securities that mature on or before the date such amounts are required to be paid to the United States.

Obligations purchased as an investment of moneys in any of the funds or accounts shall be deemed at all times to be a part of such respective fund or account and the interest accruing thereon and any gain realized from an investment shall be credited to such fund or account and any loss resulting from any authorized investment shall be charged to such fund or account without liability to the Trustee. The Successor Agency or the Trustee, as the case may be, shall sell or present for redemption any obligation purchased whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from such fund or account as required by this Indenture and shall incur no liability for any loss realized upon such a sale. All interest earnings received on any monies invested in the Interest Account, Principal Account, Redemption Account or Reserve Account, to the extent they exceed the amount required to be in such account, shall be transferred on each Interest Payment Date to the Debt Service Fund. All interest earnings on monies invested in the Rebate Fund shall be retained in such fund and applied as set forth in Section 4.4. The Trustee may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section 6.7. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with Section 6.7 hereof. The Successor Agency acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Successor Agency the right to receive brokerage confirmations of security transactions as they occur, the Successor Agency specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Successor Agency periodic cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder.

The Trustee or any of its affiliates may act as sponsor, advisor or manager in connection with any investments made by the Trustee hereunder.

The value of Permitted Investments shall be determined as follows: (i) as to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if not there, then in The New York Times): the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination; (ii) as to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The

New York Times: the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Trustee in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service; (iii) as to certificates of deposit and bankers acceptances: the face amount thereof, plus accrued interest; and (iv) as to any investment not specified above: the value thereof established by prior agreement between the Successor Agency and the Trustee. If more than one provision of this definition of “value” shall apply at any time to any particular investment, the value thereof at such time shall be determined in accordance with the provision establishing the lowest value for such investment; provided, notwithstanding the foregoing, in making any valuations hereunder, the Trustee may utilize and conclusively rely upon such pricing services as may be regularly available to it, including, without limitation, those within its regular accounting system.

Section 6.8 Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with corporate trust industry standards, in which complete and accurate entries shall be made of all transactions made by it relating to the proceeds of the Bonds and all funds and accounts held by it established pursuant to this Indenture. Such books of record and account shall be available for inspection by the Successor Agency at reasonable hours and under reasonable circumstances with reasonable prior notice. The Trustee shall furnish to the Successor Agency, at least quarterly, an accounting of all transactions in the form of its regular account statements relating to the proceeds of the Bonds and all funds and accounts held by the Trustee pursuant to this Indenture.

Section 6.9 Appointment of Co-Trustee or Agent. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in the case of litigation under this Indenture, and in particular in case of the enforcement of the rights of the Trustee on default, or in the case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee or Successor Agency appoint an additional individual or institution as a separate co-trustee. The following provisions of this Section 6.9 are adopted to these ends.

In the event that the Trustee or Successor Agency appoint an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee to exercise such powers, rights and remedies, and every covenant an obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them.

Should any instrument in writing from the Successor Agency be required by the separate trustee or co-trustee so appointed by the Trustee or Successor Agency for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Successor Agency. In case any separate trustee or co-trustee, or a successor to either, shall become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be

exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

In addition to the appointment of a co-trustee hereunder, the Trustee may, at the expense and with the prior written consent of the Successor Agency, appoint any agent of the Trustee for the purpose of administering the transfers or exchanges of Bonds or for the performance of any other responsibilities of the Trustee hereunder.

## ARTICLE VII

### MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 7.1 Amendment Without Consent of Owners. This Indenture and the rights and obligations of the Successor Agency and of the Owners may be modified or amended at any time by a Supplemental Indenture which shall become binding upon adoption, without consent of any Owners, to the extent permitted by law for any one or more of the following purposes:

(a) to add to the covenants and agreements of the Successor Agency in this Indenture contained, other covenants and agreements thereafter to be observed or to limit or surrender any rights or power herein reserved to or conferred upon the Successor Agency; or

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in any other respect whatsoever as the Successor Agency may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not materially adversely affect the interests of the Owners; or

(c) to provide the issuance of Parity Bonds pursuant to Section 3.4, and to provide the terms and conditions under which such Parity Bonds may be issued, including but not limited to the establishment of Redevelopment Obligation Retirement Funds and accounts relating thereto and any other provisions relating solely thereto, subject to and in accordance with the provisions of Section 3.4; or

(d) to amend any provision hereof relating to the requirements of or compliance with the Code, to any extent whatsoever but only if and to the extent such amendment will not adversely affect the exclusion from gross income for purposes of federal income taxation of interest on any of the Bonds, in the opinion of nationally-recognized bond counsel.

Section 7.2 Amendment With Consent of Owners. Except as set forth in Section 7.1, this Indenture and the rights and obligations of the Successor Agency, the Insurer, and of the Owners may be modified or amended at any time by a Supplemental Indenture which shall become binding, upon receipt of the prior written consent of the Insurer, when the written consent of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding are filed with the Trustee. No such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal, interest or redemption premiums (if any) at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of the Owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or

modification, or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee.

Section 7.3 Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective pursuant to this Article VII, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 7.4 Endorsement or Replacement of Bonds After Amendment. After the effective date of any amendment or modification hereof pursuant to this Article VII, the Successor Agency may determine that any or all of the Bonds shall bear a notation, by endorsement in form approved by the Successor Agency, as to such amendment or modification and in that case upon demand of the Successor Agency, the Owners of such Bonds shall present such Bonds for that purpose at the Trust Office of the Trustee, and thereupon a suitable notation as to such action shall be made on such Bonds. In lieu of such notation, the Successor Agency may determine that new Bonds shall be prepared and executed in exchange for any or all of the Bonds and, in that case upon demand of the Successor Agency, the Owners of the Bonds shall present such Bonds for exchange at the Trust Office of the Trustee, without cost to such Owners.

Section 7.5 Amendment by Mutual Consent. The provisions of this Article VII shall not prevent any Owner from accepting any amendment as to the particular Bond held by such Owner, provided that due notation thereof is made on such Bond and the Insurer consents thereto.

Section 7.6 Opinion of Counsel. The Trustee shall be provided an opinion of counsel that any such Amendment or Supplemental Indenture entered into by the Successor Agency and the Trustee complies with the provisions of this Article VII and the Trustee may conclusively rely upon such opinion.

## ARTICLE VIII

### EVENTS OF DEFAULT AND REMEDIES OF OWNERS

Section 8.1 Events of Default and Acceleration of Maturities. The following events shall constitute Events of Default hereunder:

(a) if default shall be made in the due and punctual payment of the principal of or interest or redemption premium (if any) on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made by the Successor Agency in the observance of any of the covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, other than a default described in the preceding clause (a), and such default shall have continued for a period of 30 days following receipt by the Successor Agency of written notice from the Trustee or any Owner of the occurrence of such default; or

(c) if the Successor Agency shall commence a voluntary action under Title 11 of the United States Code or any substitute or successor statute.

Immediately upon becoming aware of the occurrence of an Event of Default, the Trustee shall give notice of such Event of Default to the Successor Agency in writing. Such notice shall also state whether the principal of the Bonds shall have been declared to be or have immediately become due and payable. With respect to any Event of Default described in clauses (a) or (c) above the Trustee shall, and with respect to any Event of Default described in clause (b) above the Trustee in its sole discretion may, also give such notice to the Successor Agency, and the Owners in the same manner as provided herein for notices of redemption of the Bonds, which shall include the statement that interest on the Bonds shall cease to accrue from and after the date, if any, on which the Trustee shall have declared the Bonds to become due and payable pursuant to the preceding paragraph (but only to the extent that principal and any accrued, but unpaid interest on the Bonds is actually paid on such date.)

This provision, however, is subject to the condition that if, at any time after the principal of the Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the Successor Agency shall deposit with the Trustee a sum sufficient to pay all principal on the Bonds matured prior to such declaration and all matured installments of interest (if any) upon all the Bonds, with interest on such overdue installments of principal and interest (to the extent permitted by law) at the net effective rate then borne by the Outstanding Bonds, and the reasonable fees and expenses of the Trustee, including but not limited to attorneys' fees, and any and all other defaults known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, by written notice to the Successor Agency and to the Trustee, may, on behalf of the Owners of all of the Bonds, rescind and annul such declaration and its consequences. However, no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

Upon the occurrence of an event of default, the Trustee may, upon the prior written consent of the Insurer, and shall, at the direction of the Insurer, by written notice to the Successor Agency, (a) declare the principal of the Bonds to be immediately due and payable, whereupon that portion of the principal of the Bonds thereby coming due and the interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable, anything in this Indenture in the Bonds to the contrary notwithstanding, and (b) upon receipt of indemnity to its satisfaction exercise any other remedies available to the Trustee and the Owners in law or at equity. Notwithstanding the foregoing, in the event the principal of the Insured Bonds is accelerated, the Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued, on such principal to the date of acceleration (to the extent unpaid by the Insurer) and the Trustee shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Insurer's obligations under the Insurance Policy with respect to such Insured Bonds shall be fully discharged.

Section 8.2 Application of Funds Upon Acceleration. All of the Pledged Tax Revenues and all sums in the funds and accounts established and held by the Trustee hereunder upon the date of the declaration of acceleration as provided in Section 8.1, and all sums thereafter received by the

Trustee hereunder, shall be applied by the Trustee in the order following, upon presentation of the several Bonds, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the fees, costs and expenses of the Trustee in declaring such Event of Default and in exercising the rights and remedies set forth in this Article VIII, including reasonable compensation to its agents, attorneys and counsel including all sums owed the Trustee pursuant to Section 6.6 herein; and

Second, to the payment of the whole amount then owing and unpaid upon the Bonds for principal and interest, with interest on the overdue principal and installments of interest at the net effective rate then borne by the Outstanding Bonds (to the extent that such interest on overdue installments of principal and interest shall have been collected), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid upon the Bonds, then to the payment of such principal and interest without preference or priority of principal over interest, or interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest or any Bond over any other Bond.

Section 8.3 Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in principal amount of the Outstanding Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

Section 8.4 Limitation on Owner's Right to Sue. No Owner of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy hereunder; it being understood and intended that no one or more Owners shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provisions of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds.

The right of any Owner of any Bond to receive payment of the principal of (and premium, if any) and interest on such Bond as herein provided, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

Section 8.5 Non-waiver. Nothing in this Article VIII or in any other provision of this Indenture or in the Bonds, shall affect or impair the obligation of the Successor Agency, which is absolute and unconditional, to pay from the Pledged Tax Revenues and other amounts pledged hereunder, the principal of and interest and redemption premium (if any) on the Bonds to the respective Owners on the respective Interest Payment Dates, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of the Owners to institute suit to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default by any Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owners by the Dissolution Act or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners.

If a suit, action or proceeding to enforce any right or exercise any remedy shall be abandoned or determined adversely to the Owners, the Successor Agency and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 8.6 Actions by Trustee as Attorney-in-Fact. Any suit, action or proceeding which any Owner shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners similarly situated and the Trustee is hereby appointed (and the successive respective Owners by taking and holding the Bonds or Parity Bonds, as applicable, shall be conclusively deemed so to have appointed it) the true and lawful attorney-in-fact of the respective Owners for the purpose of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact, provided the Trustee shall have no duty or obligation to enforce any such right or remedy if it has not been indemnified to its satisfaction from loss, liability or any expense including, but not limited to reasonable fees and expenses of its attorneys.

Section 8.7 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Law or any other law.

## ARTICLE IX

### MISCELLANEOUS

Section 9.1 Benefits Limited to Parties. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than

the Successor Agency, the Trustee, and the registered Owners of the Bonds, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Successor Agency shall be for the sole and exclusive benefit of the Successor Agency, the Trustee, and the registered Owners of the Bonds.

Section 9.2 Successor is Deemed Included in All References to Predecessor. Whenever in this Indenture or any Supplemental Indenture either the Successor Agency or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Successor Agency or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.3 Discharge of Indenture. If the Successor Agency shall pay and discharge the entire indebtedness on all Bonds or any portion thereof in any one or more of the following ways:

(i) by well and truly paying or causing to be paid the principal of and interest and premium (if any) on all Outstanding Bonds, including all principal, interest and redemption premiums, (if any), or;

(ii) by irrevocably depositing with the Trustee, in trust, at or before maturity, money which, together with the available amounts then on deposit in the funds and accounts established pursuant to this Indenture, is fully sufficient to pay all Outstanding Bonds, including all principal, interest and redemption premiums (if any), or,

(iii) by irrevocably depositing with the Trustee, in trust, Defeasance Securities in such amount as an Independent Certified Public Accountant shall determine will, together with the interest to accrue thereon and available moneys then on deposit in the funds and accounts established pursuant to this Indenture, be fully sufficient to pay and discharge the indebtedness on all Bonds (including all principal, interest and redemption premiums, if any) at or before maturity, and if such Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given pursuant to Section 2.3(h) or provision satisfactory to the Trustee shall have been made for the giving of such notice then, at the election of the Successor Agency, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Pledged Tax Revenues and other funds provided for in this Indenture and all other obligations of the Trustee and the Successor Agency under this Indenture with respect to all Outstanding Bonds shall cease and terminate, except only (a) the obligation of the Trustee to transfer and exchange Bonds hereunder and (b) the obligation of the Successor Agency to pay or cause to be paid to the Owners, from the amounts so deposited with the Trustee, all sums due thereon and to pay the Trustee all fees, expenses and costs of the Trustee. Notice of such election shall be filed with the Trustee. Any funds thereafter held by the Trustee, which are not required for said purpose, shall be paid over to the Successor Agency.

In the event of a refunding of all or a portion of the Bonds, the Successor Agency shall cause to be delivered (i) a report of an independent firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay the Bonds in full, and (ii) an opinion of nationally recognized Bond Counsel to the effect that the Insured Bonds are no longer “Outstanding” under this Indenture, each of which shall be addressed to the Successor Agency and the Trustee.



In addition, so long as the Insurance Policy in is full force and effect and the Insurer has not defaulted on its obligations thereunder, the Successor Agency shall deliver to the Insurer the items set forth in (i) and (ii) of the preceding paragraph as applicable to the Insured Bonds, both of which shall be acceptable in form and substance to the Insurer, along with an Escrow Deposit Agreement (which shall be acceptable in form and substance to the Insurer) and a certificate of discharge of the Trustee with respect to the Insured Bonds. The Insurer shall receive drafts of these documents at least three Business Days prior to the funding of the escrow for the refunding.

Section 9.4 Execution of Documents and Proof of Ownership by Owners. Any request, declaration or other instrument which this Indenture may require or permit to be executed by any Owner may be in one or more instruments of similar tenor, and shall be executed by such Owner in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

The ownership of Bonds and the amount, maturity, number and date of ownership thereof shall be provided by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Successor Agency or the Trustee in good faith and in accordance therewith.

Section 9.5 Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned or held by or for the account of the Successor Agency or the City (but excluding Bonds held in any employees' retirement fund) shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, provided, however, that for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver, only Bonds which the Trustee knows to be so owned or held shall be disregarded. Upon request of the Trustee, the Successor Agency and the City shall specify in a certificate to the Trustee those Bonds disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

Section 9.6 Waiver of Personal Liability. No member, officer, agent or employee of the Successor Agency shall be individually or personally liable for the payment of the principal or interest or any premium on the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.7 Destruction of Canceled Bonds. Whenever in this Indenture provision is made for the surrender to the Trustee of any Bonds which have been paid or canceled pursuant to the provisions of this Indenture, the Trustee shall destroy such Bonds and upon written request of the Successor Agency, provide the Successor Agency a certificate of destruction. The Successor Agency

shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

Section 9.8 Notices. Any notice, request, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by first class mail, postage prepaid, or sent by telegram or facsimile, addressed as follows:

If to the Successor Agency: Successor Agency to the Lindsay Redevelopment Agency  
251 E. Honolulu Street  
Lindsay, California 93247  
Attention: City Manager

If to the Trustee: U.S. Bank National Association  
1420 5th Avenue, 7th Floor PD-WA-T7CT  
Seattle, Washington 98101  
Attention: Corporate Trust Services

If to the Insurer: **[To Come]**

Section 9.9 Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Indenture shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The Successor Agency hereby declares that it would have adopted this Indenture and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the Trustee is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the Trustee hereunder shall, pending appointment of a successor Trustee in accordance with the provisions of Section 6.1 hereof, be assumed by and vest in the Finance Officer of the Successor Agency in trust for the benefit of the Owners that the Finance Officer in such case shall be vested with all of the rights and powers of the Trustee hereunder, and shall assume all of the responsibilities and perform all of the duties of the Trustee hereunder, in trust for the benefit of the Bondowners, pending appointment of a successor Trustee in accordance with the provisions of Section 6.1 hereof.

Section 9.10 Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest or premium (if any) on or principal of the Bonds which remains unclaimed for two (2) years after the date when the payments of such interest, premium (if any) and principal have become payable, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when the interest and premium (if any) on and principal of such Bonds have become payable, shall be repaid by the Trustee to the Successor Agency as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the Successor Agency for the payment of the principal of and interest and redemption premium (if any) on such Bonds.

Section 9.11 Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.12 Governing Law. This Indenture shall be construed and governed in accordance with the Laws of the State.

Section 9.13 Payments Due on Other Than a Business Day. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Indenture, is not a Business Day, such payment, with no interest accruing for the period from and after such nominal date, may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided therefore in this Indenture.

Section 9.14 Insurer as Third Party Beneficiary. So long as the Insurance Policy is in full force and effect and the Insurer is not in default of its obligations thereunder, the following provisions shall apply, notwithstanding anything to the contrary under this Indenture:

(a) The rights granted to the Insurer hereunder to request, consent to or direct any action are rights granted to the Insurer in consideration of its issuance of the Insurance Policy. Any exercise by the Insurer of such rights is merely an exercise of the Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Bondowners, and such action does not evidence any position of the Insurer, affirmative or negative, as to whether the consent of the Bondowners or any other person is required in addition to the consent of the Insurer.

(b) The Insurer shall be provided with the following information by the Successor Agency or the Trustee, as the case may be:

(i) Annual audited financial statements within 270 days after the end of the Successor Agency's Fiscal Year (together with a certification of the Successor Agency that it is not aware of any default or Event of Default hereunder), and the Successor Agency's annual budget, if any, within 30 days after the approval thereof together with such other information, data or reports as the Insurer shall reasonably request from time to time;

(ii) Notice of any draw upon amounts in the Reserve Account within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Reserve Requirement and (ii) withdrawals in connection with a refunding of the Insured Bonds;

(iii) Notice of any default known to the Trustee, or the Successor Agency within five (5) Business Days after knowledge thereof;

(iv) Prior notice of the advance refunding or prepayment of any of the Insured Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(v) Notice of the resignation or removal of the Trustee and the appointment of, and acceptance of duties by, any successor thereto;

(vi) Notice of the commencement of any proceeding by or against the Successor Agency commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

(vii) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of or interest on the Insured Bonds;

(viii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver hereto; and

(ix) All reports, notices and correspondence to be delivered to Bondowners under the terms hereof.

(x) Such additional information as the Insurer may reasonably request;

(c) The Successor Agency will permit the Insurer to discuss the affairs, finances and accounts of the Successor Agency or any information that the Insurer may reasonably request regarding the security for the Insured Bonds with appropriate officers of the Successor Agency and will use commercially reasonable efforts to enable the Insurer to have access to the facilities, books and records of the Successor Agency on any Business Day upon reasonable prior notice;

(d) the Trustee shall notify the Insurer of any failure of the Successor Agency to provide notices, certificates and other information hereunder;

(e) in determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, hereunder would adversely affect the security for the Insured Bonds or the rights of the Bondowners, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Insurance Policy;

(f) no contract shall be entered into or any action taken by which the rights of the Insurer or security for or sources of payment of the Insured Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Insurer; and

(g) No issuance or delivery of Additional Parity Bonds may occur (i) if an Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) exists unless such default shall be cured upon such issuance and (ii) unless the Reserve Account is fully funded at the Reserve Requirement (including the proposed issue) upon the issuance or delivery of such Additional Parity Bonds, in either case unless otherwise permitted by the Insurer.

(h) The Successor Agency shall pay or reimburse the Insurer any and all charges, fees, costs and expenses that the Insurer may reasonably pay or incur in connection with: (i) the administration, enforcement, defense or preservation of any rights or security herein; (ii) the pursuit of any remedies hereunder or otherwise afforded by law or equity; (iii) any amendment, waiver or other action with respect to, or related to, this Indenture whether or not executed or completed; or (iv) any litigation or other dispute in connection herewith or the transactions contemplated hereby, other than costs resulting from the failure of the Insurer to honor its obligations under the Insurance Policy. The Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect hereof.

(i) Anything herein to the contrary notwithstanding, so long as the Insurance Policy is in full force and effect and the Insurer is not in default of its obligations thereunder, upon the occurrence and continuance of an Event of Default, the Insurer shall be deemed to be the sole holder of the Insured Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Insured Bonds are entitled to take pursuant hereto pertaining to: (a) defaults and remedies; and (b) the duties and obligations of

the Trustee. In furtherance thereof and as a term of this Indenture and each Bond, the Trustee and each Bondholder appoint the Insurer as their agent and attorney-in-fact and agree that the Insurer may at any time during the continuation of any proceeding by or against the Successor Agency under the United State Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding") direct all matters relating to such Insolvency Proceeding, including without limitation (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a "Claim"), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each Bondholder delegate and assign to the Insurer, to the fullest extent permitted by law, the rights of the Trustee and each Bondholder in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.

So long as the Insurance Policy is in full force and effect and the Insurer is not in default of its obligations thereunder, the Trustee may not waive any Event of Default without the Insurer's prior written consent.

IN WITNESS WHEREOF, the SUCCESSOR AGENCY TO THE LINDSAY REDEVELOPMENT AGENCY, has caused this Indenture to be signed in its name by its Chair and attested by its Secretary, and U.S. BANK NATIONAL ASSOCIATION, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer hereunto duly authorized, all as of the day and year first above written.

SUCCESSOR AGENCY TO THE LINDSAY  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Its: Chair

ATTEST:

By: \_\_\_\_\_  
Secretary

U.S. BANK NATIONAL ASSOCIATION  
as Trustee

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

**EXHIBIT A**  
**(FORM OF BOND)**

No. R-\_\_

\$\_\_\_\_\_

**UNITED STATES OF AMERICA**  
**STATE OF CALIFORNIA**  
**(COUNTY OF TULARE)**

**SUCCESSOR AGENCY TO THE**  
**LINDSAY REDEVELOPMENT AGENCY**  
**LINDSAY REDEVELOPMENT PROJECT NO. ONE**  
**TAX ALLOCATION REFUNDING BOND, ISSUE OF 2015**

<b>Interest Rate</b>	<b>Maturity Date</b>	<b>Dated Date</b>	<b>CUSIP</b>
_____%	August 1, 20__	_____, 2015	535536____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM: \_\_\_\_\_ DOLLARS

The SUCCESSOR AGENCY TO THE LINDSAY REDEVELOPMENT AGENCY, a public body, corporate and politic, duly organized and existing under and by virtue of the laws of the State of California (the "Successor Agency"), for value received hereby promises to pay to the Registered Owner stated above, or registered assigns, on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Bond, unless (i) this Bond is authenticated on an interest payment date, in which event it shall bear interest from such date of authentication, or (ii) this Bond is authenticated prior to an interest payment date and after the close of business on the fifteenth calendar day of the month preceding such interest payment date (a "Record Date"), in which event it shall bear interest from such interest payment date, or (iii) this Bond is authenticated on or before [July 1, 2015], in which event it shall bear interest from the Dated Date stated above; provided, however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on this Bond, until payment of such Principal Sum in full, at the rate per annum stated above, payable semiannually on February 1 and August 1 in each year (each an "interest payment date"), commencing [August 1, 2015], calculated on the basis of a 360-day year composed of twelve 30-day months. Principal hereof and premium, if any, upon early redemption hereof are payable upon presentation and surrender of this Bond at the corporate trust office of U.S. Bank National Association, as trustee (the "Trustee"). Interest hereon (including the final interest payment upon maturity or earlier redemption) is payable by check of the Trustee mailed on the interest payment date by first class mail to the Registered Owner hereof at the Registered Owner's address as it appears on the registration books maintained by the Trustee at the close of business on the Record Date next preceding such interest payment date; provided, however, that upon the written request of any Registered Owner of at least \$1,000,000 in principal amount of

Bonds received by the Trustee at least fifteen (15) days prior to such Record Date, payment shall be made by wire transfer in immediately available funds to an account in the United States designated by such Owner.

This Bond is one of a duly authorized issue of Bonds of the Successor Agency designated as “Successor Agency to the Lindsay Redevelopment Agency Lindsay Redevelopment Project No. One Tax Allocation Refunding Bonds, Issue of 2015” (the “Bonds”), in an aggregate principal amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), all of like tenor and date (except for such variation, if any, as may be required to designate varying series, numbers, maturities, interest rates or redemption and other provisions) and all issued pursuant to the provisions of the Refunding Bond Act, being Article II (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “Act”), and pursuant to a resolution of the Successor Agency adopted on \_\_\_\_\_, 2015, and a resolution adopted by the Oversight Board on \_\_\_\_\_, 2015, and an Indenture of Trust, dated as of \_\_\_\_\_ 1, 2015, entered into by and between the Successor Agency and the Trustee (the “Indenture”), authorizing the issuance of the Bonds. Additional bonds, notes or other obligations may be issued on a parity with the Bonds, but only subject to the terms of the Indenture. Reference is hereby made to the Indenture (copies of which are on file at the office of the Successor Agency) and all indentures supplemental thereto and to the Law for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Pledged Tax Revenues, as that term is defined in the Indenture, and the rights thereunder of the registered owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Successor Agency thereunder, to all of the provisions of which Indenture the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the Successor Agency to refund the Prior Agency’s previously issued \$4,700,000 Lindsay Redevelopment Project No. One, Tax Allocation Refunding Bonds, Issue of 2005, \$7,880,000 Lindsay Redevelopment Project No. One Tax Allocation Bonds, Issue of 2007, and \$3,710,000 Lindsay Redevelopment Project No. One, Tax Allocation Refunding Bonds, Issue of 2008.

The Bonds are special obligations of the Successor Agency and are payable from, and are secured by a pledge of and lien on the Pledged Tax Revenues derived by the Successor Agency from the Project Area (as that term is defined in the Indenture).

There has been created and will be maintained by the Successor Agency the Redevelopment Obligation Retirement Fund (as defined in the Indenture) into which Pledged Tax Revenues shall be deposited and transferred to the Trustee for deposit into the Debt Service Fund (as defined in the Indenture) from which the Trustee shall pay the principal of and the interest and redemption premium, if any, on the Bonds when due. As and to the extent set forth in the Indenture, all such Pledged Tax Revenues are exclusively and irrevocably pledged to and constitute a trust fund for, in accordance with the terms hereof and the provisions of the Indenture and the Law, the security and payment or redemption of, including any premium upon early redemption, and for the security and payment of interest on, the Bonds, any additional bonds, notes or other obligations, authorized by the Indenture to be issued on a parity therewith. In addition, the Bonds (and, if the indenture authorizing any loans, advances or indebtedness issued on a parity with the Bonds shall so provide, any such loan, advance or indebtedness) shall be additionally secured at all times by a first and exclusive pledge of and lien upon all of the moneys in the Debt Service Fund, the Interest Account, the Principal Account, the Reserve Account and the Redemption Account (as such terms are defined in the Indenture). Except for the Pledged Tax Revenues and such moneys, no funds or properties of the



Successor Agency shall be pledged to, or otherwise liable for, the payment of principal of or interest or redemption premium, if any, on the Bonds.

The Bonds maturing on August 1, 2026 are subject to redemption prior to maturity in whole, or in part in the manner determined by the Successor Agency, at the option of the Successor Agency, on any date on or after August 1, 2025, from any available source of funds, at a redemption price of 100% percent of the principal amount of the Bonds to be redeemed together with accrued interest thereon to the redemption date without premium.

As provided in the Indenture, notice of redemption shall be given by first class mail no less than thirty (30) nor more than sixty (60) days prior to the redemption date to the respective registered owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books maintained by the Trustee, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

The Bonds are issuable as fully registered Bonds without coupons in denominations of \$5,000 each and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Indenture, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same maturity.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the corporate trust office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new fully registered Bond or Bonds, of authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor.

The Successor Agency and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Successor Agency and the Trustee shall not be affected by any notice to the contrary.

The rights and obligations of the Successor Agency and the registered owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal, interest or redemption premiums (if any) at the time and place and at the rate and in the currency provided herein of any Bond without the express written consent of the registered owner of such Bond, reduce the percentage of Bonds required for the written consent to any such amendment or modification or, without its written consent thereto, modify any of the rights or obligations of the Trustee.

This Bond is not a debt of the City of Lindsay, the State of California, or any of its political subdivisions (except the Successor Agency), and none of said City, said State, nor any of its political subdivisions (except the Successor Agency) is liable hereon, nor in any event shall this Bond be payable out of any funds or properties other than those of the Successor Agency as set forth in the Indenture. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the Law and the laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the Successor Agency, does not exceed any limit prescribed by the Law or any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Successor Agency to the Lindsay Redevelopment Agency has caused this Bond to be executed in its name and on its behalf with the facsimile signatures of its Executive Director and its Secretary, all as of the Dated Date.

SUCCESSOR AGENCY TO THE LINDSAY  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Executive Director

By: \_\_\_\_\_  
Secretary

**[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION]**

This is one of the Bonds described in the within-mentioned Indenture.

Authentication Date: \_\_\_\_\_, 2015

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

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

## LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the Bonds. A signed copy is on file in my office.

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Secretary of the Successor Agency to the  
Lindsay Redevelopment Agency

**STATEMENT OF INSURANCE**

[TO COME]

**[FORM OF ASSIGNMENT]**

For value received the undersigned hereby sells, assigns and transfers unto

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(Name, Address and Tax Identification or Social Security Number of Assignee)

the within-registered Bond and hereby irrevocably constitute(s) and appoint(s) \_\_\_\_\_ attorney, to transfer the same on the bond register of the Trustee with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

\_\_\_\_\_  
Note: Signature(s) must be guaranteed by an "eligible guarantor institution."

February 5, 2015

Tamara Laken, Finance Director  
City of Lindsay  
251 E. Honolulu Street  
Lindsay, CA 93247

Re: Refunding of certain outstanding Tax Allocation Bonds to achieve debt service savings

**Financial Advisor's Report on Refunding Savings**

A. \$4,700,000 Lindsay Redevelopment Agency  
Tax Allocation Refunding Bonds, Issue of 2005

1. Total remaining principal and interest payments:	\$ 5,854,225.00
2. Estimated principal and interest payments on pro rata share of 2015 Tax Allocation Refunding Bond issue:	<u>\$ 5,075,616.67</u>
3. Estimated debt service savings by issuing 2015 Bonds:	\$ 778,608.33

B. \$7,880,000 Lindsay Redevelopment Agency  
Tax Allocation Bonds, Issue of 2007

1. Total remaining principal and interest payments:	\$ 10,772,293.75
2. Estimated principal and interest payments on pro rata share of 2015 Tax Allocation Refunding Bond issue:	<u>\$ 10,198,291.67</u>
3. Estimated debt service savings by issuing 2015 Bonds:	\$ 574,002.08

C. \$3,710,000 Lindsay Redevelopment Agency  
Tax Allocation Bonds, Issue of 2008

1. Total remaining principal and interest payments:	\$ 5,720,161.52
2. Estimated principal and interest payments on pro rata share of 2015 Tax Allocation Refunding Bond issue:	<u>\$ 4,756,691.67</u>
3. Estimated debt service savings by issuing 2015 Bonds:	\$ 963,469.85

D. **Combined Estimated Debt Service Savings:**                      \$ **2,316,080.26**

**Urban Futures, Inc.**

A handwritten signature in blue ink, appearing to read "Douglas P. Anderson".

Douglas P. Anderson, Managing Principal