COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CA 90012
TELEPHONE: (213) 974-2101 FAX: (213) 625-2249

MARK J. SALADINO
TREASURER AND TAX COLLECTOR

December 29, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

The Board of Directors of the Los Angeles
County Public Works Financing Authority
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

ISSUANCE OF REFUNDING REVENUE BONDS, SERIES 2005A
LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY
(LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT)
(ALL DISTRICTS – 3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

Adopt a Resolution authorizing the issuance and sale of Refunding Revenue Bonds in an amount not to exceed $205,000,000; the execution and delivery of various financing documents; the preparation and distribution of an Official Statement; and approving certain related matters.

ACTING AS THE BOARD OF DIRECTORS, IT IS RECOMMENDED THAT YOUR BOARD:

Adopt a Resolution authorizing the issuance and sale of Refunding Revenue Bonds in an amount not to exceed $205,000,000; the execution and delivery of various financing documents; the preparation and distribution of an Official Statement; and approving certain related matters.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Adopting the recommendations will authorize the issuance of Los Angeles County Public Works Financing Authority Refunding Revenue Bonds, Series 2005A (2005A Refunding Bonds) to refund a portion of the Los Angeles County Public Works Financing Authority Revenue Bonds, Series 1997A (1997 Bonds) and reduce the Los Angeles County Regional Park and Open Space District (District) debt service payments. A review of the existing financing indicates the potential for reducing annual debt service payments of the District by a minimum of 3.0 percent based on current market rates.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goal of Fiscal Responsibility by reducing annual costs.

FISCAL IMPACT/FINANCING

Based on current market rates, this transaction is projected to generate gross annual savings to the District of between $670,000 and $825,000 for the first three years beginning in Fiscal Year 2005-06, and more than $1 million annually thereafter through Fiscal Year 2019-20. Actual savings will depend on the final issuance size and interest rates at the time of sale. The final maturity of the 2005A Refunding Bonds will not extend beyond the final maturity of the 1997 Bonds.

The Resolutions provide that the true interest cost of these bonds will not exceed 4.5 percent, however, if market conditions remain stable, we expect to issue bonds at much lower rates. If market conditions change so that we are unable to achieve appropriate savings proposed for this refunding, the issuance will be postponed or withdrawn.

Payments associated with this issue are included annually in the District Budget. There will be no change in costs in the current fiscal year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Based on current market information, we anticipate an offering of fixed rate bonds will produce the lowest cost to the District. The maximum issue size of this financing is $205,000,000. The Resolutions provide the Treasurer with delegated authority to consider credit enhancement in the form of bond insurance based on a cost-benefit analysis of the transaction at the time of sale. If warranted for this transaction, the bond insurer will be selected through a competitive bid process based on pricing and value added to the financing.

Consistent with the County's Bond Sale Policies, the Treasurer is recommending a negotiated sale. Savings generated by refundings are sensitive to market fluctuations and control over the timing of the issuance is essential. At present, we believe there is some urgency to bring this issue to market as quickly as possible or the opportunity for the projected savings may dissipate. Based on the results of a modified bid from our approved pool of long-term senior underwriters, it is recommended that Lehman Brothers be appointed Lead Manager, and UBS Financial Services be appointed Co-Senior Manager. Additional firms will be selected from the County's approved pool of underwriters to complete the financing team. Public Resources Advisory Group has been selected from the Board's approved pool of financial advisors to act in that capacity for this transaction.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None.

CONCLUSION

Upon adoption, the Department will require two stamped adopted copies of the Board letter.

Respectfully submitted,

MARK J. SALADINO
Treasurer and Tax Collector

MJS:GB:BLC
Z:Board Letter/Reg Park & Open Space District

Attachments

c: Chief Administrative Officer
County Counsel
Auditor-Controller
(Acting) Director, Parks and Recreation

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS THE EX OFFICIO GOVERNING BODY OF THE LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF LIMITED OBLIGATION IMPROVEMENT BONDS IN AN AMOUNT NOT TO EXCEED $205,000,000; THE EXECUTION AND DELIVERY OF VARIOUS FINANCING DOCUMENTS; THE PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND APPROVING CERTAIN RELATED MATTERS

WHEREAS, the Board of Supervisors (the "Board") of the County of Los Angeles (the "County") adopted the Resolution of Intention to Commence Proceedings for the Formation of a Regional Park and Open Space District and an Assessment District pursuant to the Provisions of Division 5 of the California Public Resources Code and the Landscaping and Lighting Act of 1972 (Division 15, Part 2, Streets and Highways Code, State of California) on January 28, 1992; and

WHEREAS, the Board, as the *ex officio* governing body of such assessment district, the Los Angeles County Regional Park and Open Space District (the "District"), undertook proceedings with respect to the levy of an assessment within the District (the "Initial Assessment") and the issuance by the District from time to time in one or more series of its limited obligation improvement bonds (the "District Bonds") to pay the cost of certain capital outlay projects and grants set forth in the Order of the Board of Supervisors of the County of Los Angeles Initiating Proceedings for Formation of the Los Angeles County Regional Park and Open Space District, Forming an Assessment District, and Calling, Providing for and Giving Notice of a Special Election to be Held in the County on November 3, 1992 and Consolidating the Special Election with the General Election to be Held on November 3, 1992 (the "1992 Order"), adopted on March 17, 1992 and approved by voters within the County voting on the matter on November 3, 1992; and

WHEREAS, the Board, on March 17, 1992, pursuant to the 1992 Order confirmed the Initial Assessment for the assessment district known as the County of Los Angeles Landscaping and Lighting District No. 92-1; and

WHEREAS, the Board, on June 18, 1996, amended the 1992 Order by a resolution of the Board (the "Resolution" and, together with the 1992 Order, the "Order"), as approved by voters within the County voting on the matter on November 6, 1996, and established an additional assessment to be levied thereunder within the District (the "Additional Assessment" and, together with the Initial Assessment, the "Assessment"), such District Bonds to be payable from and secured by a first lien and pledge on (i) the Assessments imposed and the proceeds of any foreclosure proceedings attributable thereto, if any, less the amounts deducted by the District and set aside and designated as maintenance and servicing and for administrative expenses in accordance with the Order, (ii) certain moneys deposited and held from time to time by the Fiscal Agent (as defined herein), and (iii) all interest and profits and other income received from the investment of such amounts; and

WHEREAS, the Board, on June 18, 1996, pursuant to the Resolution confirmed the Additional Assessment for the assessment district known as the County of Los Angeles Landscaping and Lighting District No. 92-1; and

WHEREAS, the District has previously issued its Los Angeles County Regional Park and Open Space District Limited Obligation Improvement Bonds, Series 1997A, presently outstanding in an aggregate principal amount of $356,645,000 (the "Series 1997A District Bonds") under the provisions of a District Master Indenture of Trust, dated as of November 1, 1997 (the "District Master Indenture"), and a District First Supplemental Indenture of Trust, dated as of November 1, 1997 (the "District First Supplemental Indenture"), each by and between the District and the Auditor-Controller of the County of Los Angeles, as fiscal agent (the "Fiscal Agent"); and

WHEREAS, the District desires to issue and sell a series of District Bonds in an aggregate principal amount not to exceed $205,000,000 (the "Series 2005A District Bonds") under the provisions of a District Second Supplemental Indenture of Trust, dated as of February 1, 2005, by and between the District and the Fiscal Agent (the "District Second Supplemental Indenture" and, together with the District Master Indenture and the District First Supplemental Indenture, the "District Indenture") to effect the refunding of the District Refunded Bonds (as defined herein); and

WHEREAS, the Series 2005A District Bonds are to be issued pursuant to the Improvement Bond Act of 1915 (commencing with Section 8500 of the California Streets and Highways Code) (the "Act"), and pursuant to the District Indenture; and

WHEREAS, the Los Angeles County Public Works Financing Authority (the "Authority") proposes to purchase the Series 2005A District Bonds from the District from proceeds of the sale of its Los Angeles County Public Works Financing Authority Refunding Revenue Bonds, Series 2005A (the "Series 2005A Authority Bonds"); and

WHEREAS, the District is authorized to undertake the above actions pursuant to the Act, the Order, the District Indenture and other applicable laws of the State of California.

NOW, THEREFORE, the Board does declare, find, resolve, determine and order as follows:

Section 1. The Series 2005A District Bonds shall be issued to effect the refunding of a portion of the Series 1997A District Bonds (the "District Refunded Bonds"), and the issuance of the Series 2005A District Bonds in an aggregate principal amount not to exceed $205,000,000 is hereby approved. The officers of the District and their authorized representatives are, and each of them acting alone is, authorized and directed for and in the name of, and behalf of the District, to execute by manual or facsimile signature and to deliver the District Second Supplemental Indenture, substantially in the form on file with the Board, with such changes therein as may be necessary or as they may approve, in their discretion, as being in the best interests of the District, such approval to be evidenced conclusively by the execution and delivery thereof.

Section 2. The Series 2005A District Bonds shall be payable from pledged assessments and shall bear interest at a rate or rates per annum such that the true interest cost does not exceed four and one half percent (4.50%). The Series 2005A District Bonds shall be issued hereunder in the manner provided in the Act and in the District Indenture, and the last installment of the Series 2005A District Bonds shall mature no later than October 1, 2019.

Section 3. Each Series 2005A District Bond, or any portion thereof, may be subject to mandatory redemption, without premium, through annual sinking fund installments. In addition, each Series 2005A District Bond, or any portion thereof, shall be subject to extraordinary redemption prior to maturity on any interest payment date upon payment to the registered owner of the principal and accrued interest to the date of such redemption together with a redemption premium equal to three percent (3%) of the principal, which redemption premium may be reduced to zero percent (0%) after the first five years of the term of such Series 2005A District Bonds.

Section 4. The Series 2005A District Bonds shall be special limited obligations of the District payable from certain assessments pursuant to the Order, and the District shall not be obligated to pay the District Bonds except from such assessments and certain amounts on hand under the District Indenture. The District will not obligate itself to advance available funds from the District treasury other than the pledged assessments to pay the principal of, premium, if any, and interest on the District Bonds. A determination not to obligate itself shall not prevent the District from, in its sole discretion, so advancing funds.

Section 5. The sale of the Series 2005A District Bonds to the Authority is hereby authorized and approved; provided however, that the sale of the Series 2005A District Bonds to the Authority is subject to the District's approval of the provisions of the Series 2005A Authority Bonds, and is further subject, to the scheduled debt service payments on the Series 2005A District Bonds being sufficient to pay the scheduled debt service payments on the Series 2005A Authority Bonds.

Section 6. The form of contract of purchase (the "Contract of Purchase"), by and among Lehman Brothers Inc., as the representative of the several underwriters named or to be named therein (the "Underwriters"), the District and the Authority principally relating to the sale and delivery of the Series 2005A Authority Bonds, the proceeds of which will be primarily used by the Authority to purchase the Series 2005A District Bonds from the District, on file with this Board is hereby approved. The officers of the District and their authorized representatives are, and each of them acting alone is, authorized and directed, as appropriate or required, for and in the name of, and on behalf of the District, to execute by manual or facsimile signature and to deliver the Contract of Purchase, substantially in the form on file with the Board, with such changes therein as may be necessary or as they may approve, in their discretion, as being in the best interests of the District, such approval to be evidenced conclusively by the execution and delivery thereof.

Section 7. In connection with the Series 2005A Authority Bonds, the officers of the District and their authorized representatives are, and each of them acting alone is, authorized and directed to participate in the preparation of a preliminary official statement and an official statement, including Appendix A relating to the District, which the Underwriters are authorized

to distribute to persons who may be interested in the purchase of the Series 2005A Authority Bonds. The officers of the District are, and each of them acting alone is, further authorized to deem the information concerning the District in the preliminary official statement to be final in accordance with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, and for and in the name of and on behalf of the District, to execute and deliver a certificate or other instrument deeming the information concerning the District in each such preliminary official statement and official statement, final as of its respective date for purposes of the aforementioned Rule 15c2-12.

Section 8. The form of Purchase Agreement for Purchase and Sale of District Bonds (the "Purchase Agreement"), by and between the Authority and the District on file with the Board is approved. The officers of the District and their authorized representatives are, and each of them acting alone is, authorized and directed for and in the name of, and on behalf of the District, to execute by manual or facsimile signature and to deliver the Purchase Agreement, substantially in the form on file with the Board, with such changes therein as may be necessary or as they may approve, in their discretion, as being in the best interests of the District, such approval to be evidenced conclusively by the execution and delivery thereof.

Section 9. In accordance with the District Indenture, the District covenants with the holders from time to time of the Series 2005A Authority Bonds that it will, and hereby authorizes the appropriate officers and employees of the District to take all action necessary or appropriate to, comply with and carry out all of the provisions of the District Indenture with respect to continuing disclosure as amended from time to time.

Section 10. The Fiscal Agent, the Treasurer and the District are each authorized to appoint agents to perform duties, functions and obligations under the District Indenture, in accordance with and as required or permitted by the provisions of the District Indenture.

Section 11. The Chair of the Board of the District and the other officers of the District and their authorized representatives are authorized to take any and all actions they deem necessary or advisable to carry out the purposes of this Resolution and all actions heretofore taken by any of them with respect to the execution, authentication, delivery and sale of the Series 2005A District Bonds or in connection with or related to any of the agreements referenced in this Resolution are approved, confirmed and ratified.

Without limiting the foregoing, the Chair of the Board of District and the other officers of the District and their authorized representatives are, and each of them acting alone is, further authorized to execute and deliver for, and in the name of the District, such amendments or supplements to the District Master Indenture, the District Second Supplemental Indenture, the Contract of Purchase, the Purchase Agreement and such other documents referred to in this Resolution as may be necessary or desirable in the judgment of such officers, to effectuate the execution, authentication, delivery and sale of the District Bonds in one or more series or to otherwise carry out the purposes of this Resolution.

Section 12. This Resolution shall take effect immediately upon its passage.

The foregoing resolution was on the ____ day of _____ 2005, adopted by the Board of Supervisors of the County of Los Angeles and *ex-officio* the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

[LOGO]

Executive Officer-Clerk of the
Board of Supervisors of the
County of Los Angeles

By: _____
Deputy

Approved as to form:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By: _____
Principal Deputy County Counsel

RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY AUTHORIZING THE ISSUANCE AND SALE OF REFUNDING REVENUE BONDS IN AN AMOUNT NOT TO EXCEED $205,000,000; THE EXECUTION AND DELIVERY OF VARIOUS FINANCING DOCUMENTS; THE PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND APPROVING CERTAIN RELATED MATTERS

WHEREAS, the County of Los Angeles (the "County"), the Los Angeles County Flood Control District, the Los Angeles County Regional Park and Open Space District (the "District") and the Community Facilities District No. 2 (Rowland Heights Area) of the County of Los Angeles have executed a Joint Exercise of Powers Agreement, dated May 18, 1993, as amended by a Certificate of Amendment, dated April 26, 1994, and a Certificate of Amendment, dated October 22, 1996 (the "Agreement"), pursuant to the Joint Exercise of Powers Act constituting Articles 1 through 3, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500) (the "Act") establishing the Los Angeles County Public Works Financing Authority (the "Authority"), for the purpose of, among other things, of issuing its bonds to be used to provide financial assistance to the Los Angeles County Regional Park and Open Space District (the "District"); and

WHEREAS, the Board of Supervisors, as the ex officio governing body of such assessment district, the Los Angeles County Regional Park and Open Space District (the "District"), undertook proceedings with respect to the levy of an assessment within the District (the "Initial Assessment") and the issuance by the District from time to time in one or more series of its limited obligation improvement bonds (the "District Bonds") to pay the costs of certain capital outlay projects and grants set forth in Order of the Board of Supervisors of the County of Los Angeles Initiating Proceedings for Formation of the Los Angeles County Regional Park and Open Space District, Forming an Assessment District and Calling, Providing for and Giving Notice of a Special Election to be Held in the County on November 3, 1992 and Consolidating the Special Election with the General Election to be Held on November 3, 1992 (the "1992 Order"), adopted by the Board of Supervisors of the County on March 17, 1992, as amended by a resolution (the "Resolution" and, together with the 1992 Order the "Order"), as approved by voters within the County voting on the matter on November 6, 1996, and established an additional assessment to be levied thereunder within the District (the "Additional Assessment" and, together with the Initial Assessment, the "Assessment"), such District Bonds to be payable from and secured by a first lien and pledge on (i) all principal of, premium, if any, and interest on, and all other amounts payable by the District with respect to the District Bonds payable from the Assessments imposed and the proceeds of any foreclosure proceedings attributable thereto, if any, less the amounts deducted by the District and set aside and designated as maintenance and servicing and for administrative expenses in accordance with the Order, (ii) and certain other moneys held from time to time by the Fiscal Agent (as defined herein), and (iii) all interest and profits and other income received from the investment of such amounts; and

WHEREAS, the Authority, to provide financial assistance to the District, proposes to issue from time to time in one or more series its revenue bonds (the "Authority Bonds"), payable from payments by the District of principal, premium, if any, and interest on the District Bonds; and

WHEREAS, the District desires to issue District Bonds and sell to the Authority a series of District Bonds (the "Series 2005A District Bonds") to refinance a portion of its Los Angeles County Regional Park and Open Space District Limited Obligation Improvement Bonds, Series 1997A (the "1997 District Bonds"); and

WHEREAS, the Authority has previously issued its Revenue Bonds, Series 1997A (the "Prior Bonds") under the provisions of an Authority Master Indenture of Trust, dated as of November 1, 1997 (the "Master Indenture"), as supplemented by an Authority First Supplemental Indenture of Trust (the "Authority First Supplemental Indenture" and, together with the Master Indenture, the "1997 Indenture"), each by and between the Authority and the Auditor-Controller of the County of Los Angeles, as fiscal agent (the "Fiscal Agent"); and

WHEREAS, the Authority desires to issue and sell to the public a series of bonds in an aggregate principal amount not to exceed $205,000,000 (the "Series 2005A Authority Bonds"), the proceeds of which will be applied (i) to advance refund a portion of the Prior Bonds (the "Refunded Bonds") and (ii) to pay costs of issuance; and

WHEREAS, the Series 2005A Authority Bonds are to be issued pursuant to the Mark-Roos Local Bond Pooling Act of 1985 (commencing with Section 6584 of the California Government Code) (the "Bond Law"), and pursuant to the 1997 Indenture, as supplemented by the Second Supplemental Indenture of Trust, dated as of February 1, 2005 (the "Authority Second Supplemental Indenture" and, together with the 1997 Indenture, the "Indenture"), by and between the Authority and the Fiscal Agent; and

WHEREAS, the Authority is authorized to undertake all of the above pursuant to the Agreement, the Act, the Bond Law, the Indenture and other applicable laws of the State of California.

NOW, THEREFORE, this Board of Directors of the Los Angeles County Public Works Financing Authority (the "Board") does find, resolve, determine and order as follows:

Section 1. The issuance of the Series 2005A Authority Bonds in an aggregate principal amount not to exceed $205,000,000 is hereby approved. The officers of the Authority and their authorized representatives are, and each of them acting alone is, authorized and directed for and in the name of, and on behalf of the Authority, to execute by manual or facsimile signature and to deliver the Authority Second Supplemental Indenture, substantially in the form on file with the Board, with such changes therein as may be necessary or as they may approve, in their discretion, as being in the best interests of the Authority, such approval to be evidenced conclusively by the execution and delivery thereof.

The Series 2005A Authority Bonds shall be special limited obligations of the Authority payable from amounts received by the Authority from the Series 2005A District Bonds as specified in the Indenture, and the Authority shall not be obligated to pay the Series 2005A Authority Bonds except from such amounts and certain amounts on hand under the Indenture.

Section 2. The form of contract of purchase (the "Contract of Purchase"), by and among Lehman Brothers Inc., as the representative of the several underwriters named or to be named therein (the "Underwriters"), the District and the Authority, on file with this Board is

approved. The officers of the Authority and their authorized representatives are, and each of them acting alone is, authorized and directed for and in the name of, and on behalf of the Authority, to execute by manual or facsimile signature and to deliver the Contract of Purchase, substantially in the form on file with this Board, with such changes therein as may be necessary or as they may approve, in their discretion, as being in the best interests of the Authority, such approval to be evidenced conclusively by the execution and delivery thereof. In connection with the execution and delivery of the Contract of Purchase, the officers and their authorized representatives are further authorized and directed, jointly and severally, to negotiate the price and the interest rates for the Series 2005A Authority Bonds to be sold pursuant to such Contract of Purchase such that the true interest cost to the Authority with respect to the aggregate principal amount of the Series 2005A Authority Bonds shall not exceed four and one half percent (4.50%). The Series 2005A Authority Bonds shall mature no later than October 1, 2019.

Section 3. All or any portion of the Series 2005A Authority Bonds may be sold with credit enhancement (such as a letter of credit, a surety bond or a policy of municipal bond insurance), if the Treasurer and Tax Collector of the County of Los Angeles (the "Treasurer"), in consultation with the Underwriters, determines that the savings to the Authority resulting from the purchase of such credit enhancement exceeds the cost thereof.

Section 4. The form of escrow agreement (the "Escrow Agreement"), by and between the Authority and U.S. Bank National Association, as escrow holder (the "Escrow Holder") on file with this Board is approved. The officers of the Authority and their authorized representatives are, and each of them acting alone is, authorized and directed for and in the name of, and on behalf of the Authority, to execute by manual or facsimile signature and to deliver the Escrow Agreement, substantially in the form on file with the Board, with such changes therein as may be necessary or as they may approve, in their discretion, as being in the best interests of the Authority, such approval to be evidenced conclusively by the execution and delivery thereof.

Section 5. The purchase by the Authority of the Series 2005A District Bonds from the District is hereby authorized and approved. The form of Purchase Agreement for Purchase and Sale of District Bonds (the "Purchase Agreement"), by and between the Authority and the District on file with this Board pursuant to which the Authority will purchase the District Bonds from the District is approved. The officers of the Authority and their authorized representatives are, and each of them acting alone is, authorized and directed for and in the name of, and on behalf of the Authority, to execute by manual or facsimile signature and to deliver the Purchase Agreement, substantially in the form on file with this Board, with such changes therein as may be necessary or as they may approve, in their discretion, as being in the best interests of the Authority, such approval to be evidenced conclusively by the execution and delivery thereof.

Section 6. In connection with the Series 2005A Authority Bonds, the officers of the Authority and their authorized representatives are, and each of them acting alone is, authorized and directed to prepare or cause to be prepared a preliminary official statement and an official statement regarding the Series 2005A Authority Bonds, which the Underwriters are authorized to distribute to persons who may be interested in the purchase of the Series 2005A Authority Bonds. The officers of the Authority are and each of them acting alone is, further authorized to deem the preliminary official statement to be final in accordance with Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of

1934, as amended, and for in the name of and on behalf of the Authority, to execute and deliver a certificate or other instrument deeming each such preliminary official statement or official statement final as of its respective date for purposes of the aforementioned Rule 15c2-12.

Section 7. The Fiscal Agent, the Treasurer and the Authority are each authorized to appoint agents to perform duties, functions and obligations under the Indenture, in accordance with and as required or permitted by the provisions of the Indenture.

Section 8. The Chair of the Board and the other officers of the Authority and their authorized representatives are hereby authorized to take any and all actions they deem necessary or advisable to carry out the purposes of this Resolution and all actions heretofore taken by any of them with respect to the execution, authentication, delivery and sale of the Series 2005A Authority Bonds or in connection with or related to any of the agreements referenced in this Resolution are approved, confirmed and ratified.

Without limiting the foregoing, the Chair of the Board and the other officers of the Authority and their authorized representatives are, and each of them acting alone is, further authorized to execute and deliver for, and in the name of the Authority, such amendments or supplements to the Master Indenture, the Authority First Supplemental Indenture, the Authority Second Supplemental Indenture, the Contract of Purchase, the Purchase Agreement, the Escrow Agreement and such other documents referred to in this Resolution as may be necessary or desirable in the judgment of such officers, to effectuate the execution, authentication, delivery and sale of the Series 2005A Authority Bonds in one or more series or to otherwise carry out the purposes of this Resolution.

Section 9. This Resolution shall take effect immediately upon its passage.

The foregoing resolution was on the ____day of _____ 2005, adopted by the Board of Supervisors of the County of Los Angeles and *ex officio* the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

Executive Officer-Clerk of the
Board of Supervisors of the
County of Los Angeles

[SEAL]

By: _____
Deputy

Approved as to form:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By _____
Principal Deputy County Counsel

HD&W Third Draft - 12/26/04

DISTRICT SECOND SUPPLEMENTAL INDENTURE OF TRUST

dated as of February 1, 2005

by and between the

LOS ANGELES COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT

and the

AUDITOR-CONTROLLER OF THE
COUNTY OF LOS ANGELES,
as Fiscal Agent

relating to

$[000,000,000]
LOS ANGELES COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT
LIMITED OBLIGATION IMPROVEMENT BONDS, SERIES 2005A

(Supplemental to the District Master Indenture of Trust, dated as of November 1, 1997)

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DISTRICT SECOND SUPPLEMENTAL INDENTURE OF TRUST

This DISTRICT SECOND SUPPLEMENTAL INDENTURE OF TRUST (this "Second Supplemental Indenture"), dated as of February 1, 2005, is made by and between the LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT, a district duly organized and existing under the laws of the State of California (the "District"), and the AUDITOR-CONTROLLER OF THE COUNTY OF LOS ANGELES, as Fiscal Agent (the "Fiscal Agent"), and supplements that certain District Master Indenture of Trust, dated as of November 1, 1997, by and between the District and the Fiscal Agent.

RECITALS

WHEREAS, the District and the Fiscal Agent entered into the District Indenture to provide for the issuance of Bonds (as defined in the District Indenture) for the purposes set forth therein including payment of costs of certain projects set forth in the Order of the Board of Supervisors of the County of Los Angeles Initiating Proceedings for Formation of the Los Angeles County Regional Park and Open Space District, Forming an Assessment District, and Calling, Providing for and Giving Notice of a Special Election to be Held in the County on November 3, 1992 and Consolidating the Special Election with the General Election to be Held on November 3, 1992 (the "Order"), adopted on March 17, 1992, as amended by the Resolution of the Board of Supervisors of the County of Los Angeles, Acting as the Legislative Body of the Los Angeles County Regional Park and Open Space District, Levying an Additional Assessment within the District, Amending the Method of Assessment, and Authorizing the Expenditures of District Revenues for any Authorized Purpose, Subject to Approval by the County Electorate, adopted June 18, 1996 and approved by the majority of the electors of the County voting at an election held November 5, 1996 (the "Resolution"); and

WHEREAS, the District Indenture provides that the District may, from time to time, issue Bonds in one or more series (each a "Series"); and

WHEREAS, the District has previously entered into that certain Master Indenture of Trust dated as of November 1, 1997 between the District and the Auditor-Controller of the County, as amended (the "1997 Indenture") pursuant to which the District issued its Series 1997A Bonds (the "1997 Bonds"); and

WHEREAS, the District desires to issue a Series of Bonds designated the Los Angeles County Regional Park and Open Space District Limited Obligation Improvement Bonds, Series 2005A (the "Series 2005A District Bonds") for the purpose of refunding a portion of the 1997 Bonds and providing for the costs of the issuance of the Series 2005A District Bonds and the Series 2005A Authority Bonds and for the purpose of paying Costs of the Projects;

NOW, THEREFORE, the District and the Fiscal Agent agree as follows, each for the benefit of the other and the benefit of the holders of Series 2005A District Bonds.

ARTICLE I

DEFINITIONS; INTERPRETATIONS

Section 1.01. Definitions. Except as otherwise provided in this Section 1.01 or as amended by Section 1.02 hereof, all words, terms and phrases defined in the District Indenture shall have the same meanings herein as in the District Indenture.

"Authority 2005A Escrow Fund" means the 2005A Escrow Fund created pursuant to that certain Authority Second Supplemental Indenture, dated as of February 1, 2005 by and between the Authority and the Fiscal Agent.

"Authorized Denominations" means, with respect to the Series 2005A District Bonds, $5,000 or any integral multiple thereof.

"Bond Interest Subaccount" means the Subaccount of that name in the 2005A Debt Service Account established pursuant to the District Indenture and Section 5.02 hereof.

"Bond Principal Subaccount" means the Subaccount of that name in the 2005A Debt Service Account established pursuant to the District Indenture and Section 5.02 hereof.

"District Indenture" means the Master Indenture of Trust, dated as of November 1, 1997, by and between the District and the Fiscal Agent, pursuant to which the Bonds are authorized and secured, as the same may be amended and supplemented from time to time in accordance with its terms.

"Excess Earnings Subaccount" means the Subaccount of that name in the 2005A Earnings Account established pursuant to the District Indenture and Section 5.05 hereof.

"Interest Payment Date" means, with respect to the Series 2005A District Bonds, each March 2 and September 2, commencing September 2, 2005.

"Investment Earnings Subaccount" means the Subaccount of that name in the 2005A Earnings Account established pursuant to the District Indenture and Section 5.05 hereof.

"Official Statement" means the Official Statement, dated January __, 2005, pertaining to the Series 2005A Authority Bonds.

"Paying Agent" means, with respect to the Series 2005A District Bonds, the Fiscal Agent, and its successors and assigns.

"Record Date" means, with respect to the Series 2005A District Bonds, the close of business on the fifteenth day of the month next preceding each Interest Payment Date with respect to the Series 2005A District Bonds.

"Series 2005A Authority Bonds" mean the $[000,000,000] aggregate principal amount of bonds issued under the Master Indenture of Trust, dated as of November 1, 1997, by

and between the Authority and the Fiscal Agent, or amended by the Authority First Supplemental Indenture of Trust, dated as of November 1, 1997, by and between the Authority and the Fiscal Agent and by the Authority Second Supplemental Indenture of Trust dated as of February 1, 2005, by and between the Authority and its Fiscal Agent, and designated as the "Los Angeles County Public Works Financing Authority Refunding Revenue Bonds, Series 2005A," which are secured by and payable from the Series 2005A District Bonds.

"Series 2005A District Bonds" mean the $[000,000,000] aggregate principal amount of bonds issued under the District Indenture and this Second Supplemental Indenture and designated as the "Los Angeles County Regional Park and Open Space District Limited Obligation Improvement Bonds, Series 2005A."

"2005A Reserve Sub-subaccount" means the Sub-subaccount of that name in each of the Investment Earnings Subaccount and the Excess Earnings Subaccount established pursuant to the District Indenture and Section 5.05 hereof.

"2005A Costs of Issuance" means all the costs of issuance, preparation, sale, execution and delivery of the Series 2005A District Bonds and the Series 2005A Authority Bonds and other costs related to the financing provided thereby, including, but not limited to, all printing and document preparation expenses in connection with the Series 2005A District Bonds and the Series 2005A Authority Bonds, and the preliminary and final official statements pertaining to the Series 2005A Authority Bonds and all other agreements, instruments, certificates or other documents executed and delivered in connection therewith; fees of the Rating Agencies; CUSIP Service Bureau charges; legal fees and expenses of counsel; any computer and other expenses incurred in connection with the Series 2005A Authority Bonds; the initial fees and expenses of the paying agent with respect to the Series 2005A Authority Bonds and its counsel (including without limitation origination fees and first annual fees payable in advance); any costs or expenses incurred in connection with the refunding of Bonds or Authority Bonds, including the fees and expenses of the escrow holder and its counsel, if any; and other fees and expenses incurred in connection with the issuance of the Series 2005A District Bonds or the Series 2005A Authority Bonds, to the extent such fees and expenses are approved by an Authorized District Representative.

"2005A Costs of Issuance Fund" means the Fund of that name established pursuant to Section 5.01 hereof.

"2005A Debt Service Account" means the Account of that name in the Debt Service Fund established pursuant to the District Indenture and Section 5.02 hereof.

"2005A Earnings Account" means the Account of that name in the Earnings Fund established pursuant to the District Indenture and Section 5.05 hereof.

"2005A Nonarbitrage Certificate" means the Tax and Nonarbitrage Certificate executed and delivered by the District and the Authority at the time of issuance and delivery of the Series 2005A District Bonds.

"2005A Redemption Account" means the Account of that name in the Redemption Fund established pursuant to the District Indenture and Section 5.03 hereof.

"2005A Reserve Account" means the Account of that name in the Reserve Fund established pursuant to the District Indenture and Section 5.04 hereof.

Section 1.02. Article and Section References. Except as otherwise indicated, references to Articles and Sections are to Articles and Sections of this Second Supplemental Indenture.

ARTICLE II

THE SERIES 2005A DISTRICT BONDS

Section 2.01. Designation of Series 2005A District Bonds; Principal Amount. The Series 2005A District Bonds authorized to be issued under the District Indenture and this Second Supplemental Indenture shall be designated as the "Los Angeles County Regional Park and Open Space District Limited Obligation Improvement Bonds, Series 2005A" and shall be issued in the aggregate principal amount of $[000,000,000].

Section 2.02. Series 2005A District Bonds Under the District Indenture; Security. The Series 2005A District Bonds issued pursuant to this Second Supplemental Indenture are issued subject to the terms of the District Indenture and are secured by and payable from Pledged Revenues in accordance with the terms of the District Indenture. The Series 2005A District Bonds are secured on a parity with the Outstanding 1997 Bonds.

Section 2.03. Terms of Series 2005A District Bonds. The Series 2005A District Bonds shall be their date of delivery. Each Series 2005A Bond shall bear interest from the Interest Payment Date immediately preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, which event such Series 2005A Bond shall bear interest from such date of authentication, or unless such date of authentication is after a Record Date and before the next succeeding Interest Payment Date, in which event such Series 2005A Bond shall bear interest from such succeeding Interest Payment Date, or unless such date of authentication is on or before August 15, 2005, in which event such Series 2005A Bond shall bear interest from the date of issuance thereof. If interest on the Series 2005A District Bonds shall be in default, Series 2005A District Bonds issued in exchange for Series 2005A District Bonds surrendered for transfer or exchange shall bear interest from the last Interest Payment Date on which interest has been paid in full on such Series 2005A District Bonds surrendered. The Series 2005A District Bonds shall be issued in Authorized Denominations.

Interest on the Series 2005A District Bonds shall be paid on each Interest Payment Date. Interest on the Series 2005A District Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Series 2005A bonds shall mature in the years and in the amounts and bear interest at the rates per annum set forth in the following schedule:

September 2 of the Year	Principal Amount	Interest Rate

Payment of principal of the Series 2005A District Bonds shall be made upon surrender of the Series 2005A District Bonds to the Paying Agent or its agent. Payment of interest on Series 2005A District Bonds shall be paid by check or draft of the Paying Agent mailed by first class mail to the person who is the registered owner thereof on the Record Date, and such payment shall be mailed to such registered owner at the address as it appears on the registration books of the Paying Agent. With respect to all Series 2005A District Bonds, interest due and payable on any Interest Payment Date shall be paid to the person who is the registered owner as of the Record Date. The Series 2005A District Bonds shall be substantially in the form of Exhibit A to this Second Supplemental Indenture.

If the principal of a Series 2005A Bond becomes due and payable, but shall not have been paid, or provision shall not have been made for its payment, then such Series 2005A Bond shall bear interest at the same rate after such default as on the day before such default occurred.

ARTICLE III

REDEMPTION

Section 3.01. Extraordinary Redemption. In accordance with the terms of the District Indenture, the Series 2005A District Bonds are subject to extraordinary redemption at the redemption price of 103% on or prior to September 2, 200_, and at a redemption price of 100% thereafter, each such redemption price expressed as a percentage of the principal amount of such Series 2005A District Bonds so redeemed, plus accrued interest to the date fixed for redemption.

Section 3.02. Optional Redemption. The Series 2005A District Bonds maturing on or after September 2, 200_ are subject to optional redemption prior to maturity on or after September 2, 200_ at the option of the District upon written notice to the Paying Agent as provided in Section 3.03 of the District Indenture, as a whole on any date or in part on any Interest Payment Date.

Series 2005A District Bonds so redeemed shall be redeemed at the following redemption prices (expressed as percentages of the principal amount of the Series 2005A District Bonds to be redeemed), plus accrued but unpaid interest to the date fixed for redemption.

Redemption Period (Both Dates Inclusive)	Redemption Price
September 2, 200_ through September 1, 200_	%
September 2, 200_ through September 1, 200_	
September 2, 200_ and thereafter	

In the event the Series 2005A District Bonds maturing on September 2, 20__ or September 2, 20__ are redeemed in part in, as provided in this Section 3.02, the District shall specify to the Paying Agent the sinking fund installments due thereon to be redeemed.

Section 3.03. Mandatory Redemption. The Series 2005A District Bonds maturing on September 2, 20__ are subject to mandatory redemption, in part, by lot, on September 2, 20__ and each September 2 thereafter prior to maturity, from sinking fund installments on deposit in the Bond Principal Subaccount of the 2005A Debt Service Account at the principal amount of such Series 2005A District Bonds to be redeemed, without premium, plus accrued but unpaid interest to the redemption date, as indicated on the following table:

September 2 of the Year		Principal Amount
		$

The Series 2005A District Bonds maturing on September 2, 20__ are subject to mandatory redemption, in part, by lot, on September 2, 20__ and each September 2 thereafter prior to maturity, from sinking fund installments on deposit in the Bond Principal Subaccount of the 2005A Debt Service Account at the principal amount of such Series 2005A District Bonds to be redeemed, without premium, plus accrued but unpaid interest to the redemption date, as indicated on the following table:

September 2 of the Year		Principal Amount
		$

ARTICLE IV

APPLICATION OF FUNDS

Section 4.01. Application of Proceeds. The proceeds of the sale of the Series 2005A District Bonds received by the Fiscal Agent shall be deposited by the Fiscal Agent as follows:

(a) the sum of $_____ shall be transferred to the Escrow Holder for deposit into the Escrow Fund under the Escrow Agreement.

(b) the sum of $_____ shall be deposited into the 2005A Costs of Issuance Fund; and

Section 4.02. Application of Other Funds. The amount of $_____ shall be transferred from the 1997A Reserve Account of the Reserve Fund into the 2005A Reserve Account of the Reserve Fund and the amount of $_____ shall be transferred from the 1997A Reserve Account of the Reserve Fund to the Escrow Holder for deposit into the Escrow Fund under the Escrow Agreement.

ARTICLE V

ESTABLISHMENT OF SERIES 2005A FUNDS AND ACCOUNTS

Section 5.01. Establishment of the 2005A Costs of Issuance Fund. There is hereby established and held by the Fiscal Agent a Fund designated as the "Los Angeles County Regional Park and Open Space District Limited Obligation Improvement Bonds 2005A Costs of Issuance Fund" (the "2005A Costs of Issuance Fund"). There shall be deposited in the 2005A Costs of Issuance Fund that portion of the proceeds of the Series 2005A District Bonds required to be deposited pursuant to Section 4.01 hereof. The Fiscal Agent shall disburse moneys from

the 2005A Costs of Issuance Fund on such dates and in such amounts as are necessary to pay the Costs of Issuance as directed by an Authorized District Representative.

Six months following issuance of the 2005A District Bonds, or such earlier time as an Authorized District Representative delivers to the Fiscal Agent written notice that all 2005A Costs of Issuance have been paid or otherwise notifies the Fiscal Agent in writing that no additional amounts from the 2005A Costs of Issuance Fund will be needed to pay the 2005A Costs of Issuance, the Fiscal Agent shall transfer all amounts then remaining in the 2005A Costs of Issuance Fund to the Accounts of the Project Fund as directed by an Authorized District Representative and the 2005A Costs of Issuance Fund shall be closed.

Section 5.02. Establishment of 2005A Debt Service Account and Subaccounts. There is hereby established within the Debt Service Fund a separate Account to be designated as the "2005A Debt Service Account" and within such Account there is hereby established separate Subaccounts to be designated as the "Bond Interest Subaccount" and the "Bond Principal Subaccount." Amounts in the Bond Interest Subaccount will be disbursed to pay interest on the Series 2005A District Bonds pursuant to the District Indenture and this Second Supplemental Indenture. Amounts in the Bond Principal Subaccount will be disbursed to pay principal on the Series 2005A District Bonds pursuant to the District Indenture and this Second Supplemental Indenture.

Section 5.03. Establishment of 2005A Redemption Account. There is hereby established within the Redemption Fund a separate Account to be designated as the "2005A Redemption Account." Amounts on deposit in the 2005A Redemption Account shall be disbursed in accordance with the terms of the District Indenture and this Second Supplemental Indenture.

Section 5.04. Establishment of 2005A Reserve Account. There is hereby established within the Reserve Fund a separate Account to be designated as the "2005A Reserve Account." There shall be transferred to the 2005A Reserve Account the amount specified in Section 4.01 hereof and all other amounts required to be deposited therein pursuant to the District Indenture and this Second Supplemental Indenture. Amounts on deposit in the 2005A Reserve Account shall be disbursed in accordance with terms of the District Indenture and this Second Supplemental Indenture.

Section 5.05. Establishment of 2005A Earnings Account Subaccounts and Sub-subaccounts. There is hereby established within the Earnings Fund a separate Account to be designated as the "2005A Earnings Account," within such Account there is hereby established separate Subaccounts to be designated as the "Investment Earnings Subaccount" and the "Excess Earnings Subaccount," and within each Subaccount there is hereby established separate Sub-subaccounts to be designated as the "2005A Reserve Sub-Subaccount." The Fiscal Agent shall deposit all Investment Earnings on deposits in all Funds, Accounts and Subaccounts maintained with respect to the Series 2005A District Bonds pursuant to the District Indenture and this Second Supplemental Indenture and in accordance with the 2005A Nonarbitrage Certificate.

ARTICLE VI

COVENANTS OF THE DISTRICT

Section 6.01. Municipal Securities Disclosure.

(a) The District covenants within 210 days of the end of each Fiscal Year of the District commencing with the Fiscal Year ending June 30, 2004, to provide or cause to be provided to each nationally recognized municipal securities information repository ("NRMSIR") and to the appropriate state information depository for the State of California, if any ("SID"), certain "annual financial information" as described in Securities and Exchange Commission Rule 15c2-12 under the Exchange Act (the "Rule") with respect to the District relating to the immediately preceding Fiscal Year of the District, which annual financial information shall generally contain information relating to: (i) the receipts, expenditures and financial obligations of the District, generally as set forth in tabular form in Appendix A - "The District" of the Official Statement under the captions "Budget," "General Fund Revenues and Expenditures," and "Rate and Method of Assessment"; (ii) historical receipts and expenditures of the District, including but not limited to the financial and statistical information set forth in tabular form in Appendix A - "The District" of the Official Statement under the captions "Historical Debt Service Coverage," and "Assessment Levies and Collections"; (iii) the delinquencies in payments of Assessments, including but not limited to the financial and statistical information set forth in tabular form in Appendix A - "The District" of the Official Statement under the caption "Annual Assessment"; (iv) the information set forth in Appendix D - "The Los Angeles County Pooled Surplus Investments" of the Official Statement; and (v) the audited financial statements of the District for the immediately preceding Fiscal Year prepared in accordance with generally accepted accounting principles, if available. The District reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the District and in a manner consistent with the requirements of the Rule and such information may be provided in one document or multiple documents, and at one time or in part from time to time.

(b) The District covenants in a timely manner, to provide or cause to be provided to each NRMSIR or to the Municipal Securities Rulemaking Board (the "MSRB"), and to the appropriate SID, if any, notice, with respect to the Series 2005A Authority Bonds, of the following "Listed Events" if determined by the District to be material: (i) principal and interest payment delinquencies; (ii) non-payment related defaults; (iii) unscheduled draws on debt service reserves reflecting financial difficulties; (iv) unscheduled draws on credit enhancements reflecting financial difficulties; (v) substitution of or failure to perform by any credit provider; (vi) adverse tax opinions or events affecting the tax status of the Series 2005A Authority Bonds; (vii) modifications to the rights of holders of the Series 2005A Authority Bonds; (viii) bond calls; (ix) defeasances; (x) release, substitution, or sale of property securing repayment of the Series 2005A Authority Bonds; and (xi) rating changes.

(c) The District covenants in a timely manner, to provide or cause to be provided to each NRMSIR or to the MSRB, and to the appropriate SID, if any, notice of the

failure of the District to provide annual financial information on or before the date set forth in paragraph (a) of this Section 6.01.

(d) The District may satisfy its obligations to file any notice, document or information with a NRMSIR or SID by filing the same with any dissemination agent or conduit, including the Municipal Advisory Council of Texas or any other "central post office" or similar entity, assuming or charged with responsibility for accepting notices, documents or information for transmission to such NRMSIR or SID, to the extent permitted by the SEC or SEC staff or required by the SEC. For this purpose, permission shall be deemed to have been granted by the SEC staff if and to the extent the agent or conduit has received an interpretive letter, which has not been revoked, from the SEC staff to the effect that using the agent or conduit to transmit information to the NRMSIRs and the SID will be treated for purposes of the Rule as if such information were transmitted directly to the NRMSIRs and the SID.

(e) If this Section 6.01 is amended pursuant to the provisions of Article X of the District Indenture to change the type of financial information or operating data provided pursuant to this Section 6.01, the first annual financial information provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Notices.

(a) Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication required or permitted by this Second Supplemental Indenture must be in writing except as expressly provided otherwise in this Second Supplemental Indenture or the Series 2005A District Bonds.

(b) For purposes of this Section 6.02 and Section 11.06 of the District Indenture, the Paying Agent's address is: Office of the Auditor-Controller of the County of Los Angeles, 500 West Temple Street, Room 603, Los Angeles, California 90012, Attention: Chief of Accounting Division.

Section 7.02. Limitation of Rights. Nothing expressed or implied in this Second Supplemental Indenture or the Series 2005A District Bonds shall give any person other than the District, the Fiscal Agent, the Paying Agent and the holders any right, remedy or claim under or with respect to this Second Supplemental Indenture.

Section 7.03. Severability. If any provision of this Second Supplemental Indenture shall be determined to be unenforceable, such determination shall not affect any other provision of this Second Supplemental Indenture.

Section 7.04. Payments or Actions Occurring on Non-Business Days. If a payment date is not a Business Day or if any action required hereunder is required on a date that

is not a Business Day, then payment may be made at that place on the next Business Day or such action may be taken on the next Business Day with the same effect as if payment were made on the action taken on the stated date, and no interest shall accrue for the intervening period.

Section 7.05. Governing Law. This Second Supplemental Indenture shall be governed by and construed in accordance with the laws of the State.

Section 7.06. Captions. The captions in this Second Supplemental Indenture are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Second Supplemental Indenture.

Section 7.07. Counterparts. This Second Supplemental Indenture may be signed in several counterparts. Each will be an original, but all of them together constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Second Supplemental Indenture by their officers thereunto duly authorized as of the date first above written.

	LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT By_____ Authorized Signatory
ATTEST: By_____ Assistant Secretary	
	THE AUDITOR-CONTROLLER OF THE COUNTY OF LOS ANGELES, as Fiscal Agent By_____ Authorized Signatory
ATTEST: By_____ Assistant Secretary	

EXHIBIT A -- FORM OF BOND

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

REGISTERED **REGISTERED**

Bond No._____

$[000,000,000]
LOS ANGELES COUNTY
REGIONAL PARK AND OPEN SPACE DISTRICT
LIMITED OBLIGATION IMPROVEMENT BONDS
SERIES 2005A

$_____

INTEREST RATE	MATURITY DATE	DATE OF ISSUANCE

REGISTERED OWNER: LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY

PRINCIPAL AMOUNT:

Under and by virtue of the Improvement Bond Act of 1915, Division 10 (commencing with Section 8500) of the Streets and Highways Code (the "Act"),the Los Angeles County Regional Park and Open Space District, a district duly organized and existing under the laws of the State of California (the "District"), will, out of the debt service fund created for such purpose, pay to the registered owner hereof or registered assigns, on the maturity date stated above, the principal hereof, in lawful money of the United States of America and in like manner will pay interest from the interest payment date next preceding the date on which this Bond is authenticated, unless this Bond is authenticated and registered as of an interest payment date, in which event it shall bear interest from such interest payment date, or unless this Bond is authenticated and registered prior to August 15, 2005, in which event it shall bear interest from its date of issuance, until payment of such principal sum shall have been discharged, at the rate per annum stated above, payable semiannually on March 2 and September 2 in each year commencing on September 2, 2005. This Bond is payable from certain assessments imposed upon the real property within the County of Los Angeles Landscaping and Lighting District No. 92-1 by the Order of the Board of Supervisors of the County of Los Angeles Initiating

Proceedings For Formation of the Los Angeles County Regional Park and Open Space District, Forming an Assessment District, and Calling, Providing For and Giving Notice of a Special Election to be Held in the County on November 3, 1992 and Consolidating the Special Election with the General Election to be Held on November 3, 1992 (as amended by the Resolution referred to below, the "Order"), adopted by the Board of Supervisors of the County on March 17, 1992, and approved by a majority of the electors of the County voting at an election held on November 3, 1992 as amended by the Resolution of the Board of Supervisors of the County of Los Angeles, Acting as the Legislative Body of the Los Angeles County Regional Park and Open Space District, Levying an Additional Assessment within the District, Amending the Method of Assessment, and Authorizing the Expenditures of District Revenues for any Authorized Purpose, Subject to Approval by the County Electorate, adopted June 18, 1996 and approved by the majority of the electors of the County voting at an election held November 5, 1996 (the "Resolution") less the amounts deducted by the District and set aside in accordance with the Order in the servicing and maintenance fund established in accordance with the Order and in the administrative expenses fund established in accordance with the Order (the "Pledged Assessments").

Both the principal hereof and redemption premium hereon (if any) are payable at the Office of the Auditor-Controller of the County of Los Angeles, as Paying Agent (the "Paying Agent"), in Los Angeles, California (or any successors thereto), and the interest hereon is payable by check or draft mailed to the owner hereof at the owner's address as it appears on the records of the Paying Agent or at such address as may have been filed with the Paying Agent for that purpose, as of the 15th day immediately preceding each interest payment date.

This Bond will continue to bear interest after maturity at the rate above stated; provided that it is presented at maturity and payment thereof is refused upon the sole ground that there are not sufficient moneys in the Debt Service Fund with which to pay this Bond. If this Bond is not presented at maturity, interest thereon will cease to accrue on the maturity date.

This Bond shall not be entitled to any benefit under the Act or the District Master Indenture of Trust dated as of November 1, 1997 (the "District Master Indenture"), as amended, including by the District Second Supplemental Indenture of Trust dated as of February 1, 2005 (the "District Second Supplemental Indenture" and, together with the District Master Indenture, the "District Indenture"), by and between the District and the Fiscal Agent, as amended from time to time in accordance with the terms thereof, or become valid or obligatory for any purpose, until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Paying Agent.

This Bond is issued by the District under the Act, the Order, and the District Indenture, for the purpose of providing means for paying for the improvements described in the Order, and is secured by the moneys in the funds and accounts established in the Master Indenture with respect to the Bonds, certain of the interest collected thereon and the unpaid portion of Pledged Assessments. Principal of, and interest and premium, if any, on this Bond are payable exclusively out of such funds and accounts.

This Bond is transferable by the registered owner hereof, in person or by the owner's attorney duly authorized in writing, at the office of the Paying Agent, subject to the

terms and conditions provided in the District Indenture, including the payment of certain charges, if any, upon surrender and cancellation of this Bond. Upon such transfer, a new registered bond or bonds, of any authorized denomination or denominations, of the same maturity, for the same aggregate principal amount, will be issued to the transferee in exchange therefor.

Bonds shall be registered only in the name of an individual (including joint owners), a corporation, a partnership, or a trust.

The District and the Paying Agent may treat the registered owner hereof as the absolute owner for all purposes, and the District and the Paying Agent shall not be affected by any notice to the contrary.

This Bond may be extraordinarily redeemed in whole or in part and paid in advance of maturity at any time, upon the terms provided in the District Indenture. In addition, this Bond is subject to optional and mandatory redemption either in whole or in part and at such times, prices and in such order and under such terms as is provided in the District Indenture. This Bond shall be called for redemption by giving at least 30 days' but not more than 45 days' prior written notice, such redemption notice to be given to the registered owner hereof by first-class mail, postage prepaid, at the addresses appearing on the bond register, by paying principal hereof and accrued interest hereon together with premium, if any, as determined in accordance with the District Indenture.

This Bond is otherwise subject to redemption as provided in the District Indenture.

IN WITNESS WHEREOF, the Los Angeles County Regional Park and Open Space District has caused this Bond to be signed in its name and on its behalf by the manual or facsimile of the Chairman of the Board of Supervisors of the County acting *ex officio* as the Chair of the District and attested by the Assistant Secretary of the District.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

By_____
Chairman of the Board of Supervisors

ATTEST:

By_____
Assistant Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within mentioned Master Indenture and Second Supplemental Indenture.

Dated:_____, 2005

AUDITOR-CONTROLLER OF THE COUNTY OF LOS ANGELES, as Fiscal Agent

By_____

FORM OF ASSIGNMENT

For value received _____ hereby sell, assign and transfer unto _____ the within Bond and hereby irrevocably constitute and appoint _____ attorney, to transfer the same on the books of the District at the office of the Paying Agent, with full power of substitution in the premises.

_____

NOTE: The signature to this Assignment must correspond with the name on the face of the within Registered Bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: _____

Signature Guaranteed by:

_____

NOTE: Signature must be guaranteed by an eligible guarantor institution.

AUTHORITY SECOND SUPPLEMENTAL INDENTURE OF TRUST

dated as of February 1, 2005

by and between the

LOS ANGELES COUNTY
PUBLIC WORKS FINANCING AUTHORITY

and the

AUDITOR-CONTROLLER OF THE
COUNTY OF LOS ANGELES,
as Fiscal Agent

relating to

$[000,000,000]
LOS ANGELES COUNTY
PUBLIC WORKS FINANCING AUTHORITY
REFUNDING REVENUE BONDS, SERIES 2005A

(Supplemental to the Master Indenture of Trust, dated as of November 1, 1997)

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Exhibit A Form of Series 2005A Bond A-1

AUTHORITY SECOND SUPPLEMENTAL INDENTURE OF TRUST

This **AUTHORITY SECOND SUPPLEMENTAL INDENTURE OF TRUST** (this "Authority Second Supplemental Indenture"), dated as of February 1, 2005, is made by and between the **LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY**, a joint exercise of powers entity duly organized and existing under the Constitution and the laws of the State of California (the "Authority"), and the **AUDITOR-CONTROLLER OF THE COUNTY OF LOS ANGELES**, as Fiscal Agent (the "Fiscal Agent"), and supplements that certain Master Indenture of Trust, dated as of November 1, 1997, by and between the Authority and the Fiscal Agent.

RECITALS

WHEREAS, the Authority and the Fiscal Agent entered into the Authority Indenture (as defined herein) to provide for the issuance of Los Angeles County Public Works Financing Authority Revenue Bonds (the "Bonds") for the purposes specified therein including to assist the Los Angeles County Regional Park and Open Space District (the "District") with the financing of certain capital outlay projects and grants of the District set forth in the Order, as amended by the Resolution and as may be further amended from time to time, through the purchase of District Bonds (as defined in the Authority Indenture); and

WHEREAS, the Authority has purchased District Bonds designated "Los Angeles County Regional Park and Open Space District Limited Obligation Improvement Bonds, Series 2005A" (the "Series 2005A District Bonds"), in the aggregate principal amount of $[000,000,000]; and

WHEREAS, the Authority Indenture (as defined herein) provides that the Authority may, from time to time, issue Bonds in one or more series (each a "Series"); and

WHEREAS, the Authority desires to issue a Series of Bonds designated Los Angeles County Public Works Financing Authority Refunding Revenue Bonds, Series 2005A (the "Series 2005A Authority Bonds") for the purpose of refunding its Los Angeles County Public Works Financing Authority Revenue Bonds, Series 1997A (the "1997 Authority Bonds");

NOW, THEREFORE, the Authority and the Fiscal Agent agree as follows, each for the benefit of the other and the benefit of the holders of Series 2005A Authority Bonds.

ARTICLE I

DEFINITIONS; INTERPRETATIONS

Section 1.01. Definitions. Except as otherwise provided in this Section 1.01 or as amended by Section 1.02 of this Authority Second Supplemental Indenture, all words, terms and phrases defined in this Authority Second Supplemental Indenture shall have the same meaning herein as in the Authority Master Indenture of Trust, dated as of November 1, 1997, by and between the Authority and the Fiscal Agent.

"Authority Indenture" means the Authority Master Indenture of Trust, dated as of November 1, 1997, by and between the Authority and the Fiscal Agent, pursuant to which the Bonds are authorized and secured, as the same may be amended and supplemented from time to time in accordance with its terms, including by this Authority Second Supplemental Indenture.

"Authorized Denominations" means, with respect to the Series 2005A Authority Bonds, $5,000 or any integral multiple thereof.

"Bond Interest Account" means the Account of that name in the 2005A Debt Service Fund created pursuant to the Authority Indenture and Section 4.03 hereof.

"Bond Principal Account" means the Account of that name in the 2005A Debt Service Fund created pursuant to the Authority Indenture and Section 4.03 hereof.

"Bondholder" means the person in whose name any Series 2005A Bond is registered, including DTC or its nominee as the sole registered holder of Book-Entry Bonds.

"Interest Payment Date" means, with respect to the Series 2005A Authority Bonds, each April 1 and October 1, commencing October 1, 2005.

"Paying Agent" means, with respect to the Series 2005A Authority Bonds, U.S. Bank National Association, and its successors and assigns.

"Record Date" means, with respect to the Series 2005A Authority Bonds, the close of business on the fifteenth day of the month next preceding each Interest Payment Date with respect to the Series 2005A Authority Bonds.

"Representation Letter" means the Letter of Representations from the Authority and the Paying Agent to DTC with respect to the Series 2005A Authority Bonds.

"Series 2005A Authority Bonds" mean the $[000,000,000] aggregate principal amount of Bonds issued under the Authority Indenture and this Authority Second Supplemental Indenture and designated as the "Los Angeles County Public Works Financing Authority Refunding Revenue Bonds, Series 2005A."

"Series 2005A District Bonds" means District Bonds designated "Los Angeles County Regional Park and Open Space District Limited Obligation Improvement Bonds, Series

2005A" in the aggregate principal amount of $[000,000,000] issued by the District under the District Master Indenture and that certain District Second Supplemental Indenture, dated as of February 1, 2005, by and between the District and the Auditor-Controller of the County.

"2005A Debt Service Fund" means the Fund of that name created pursuant to the Authority Indenture and Section 4.04 hereof.

"2005A Redemption Fund" means the Fund of that name created pursuant to the Authority Indenture and Section 4.05 hereof.

Section 1.02. Article and Section References. Except as otherwise indicated, references to Articles and Sections are to Articles and Sections of this Authority Second Supplemental Indenture.

ARTICLE II

THE SERIES 2005A AUTHORITY BONDS

Section 2.01. Designation of Series 2005A Authority Bonds; Principal Amount. The Series 2005A Authority Bonds authorized to be issued under the Authority Indenture and this Authority Second Supplemental Indenture shall be designated as the "Los Angeles County Public Works Financing Authority Refunding Revenue Bonds, Series 2005A" and shall be issued in the aggregate principal amount of $[000,000,000].

Section 2.02. Series 2005A Authority Bonds Under the Authority Indenture; Security. The Series 2005A Authority Bonds issued pursuant to this Authority Second Supplemental Indenture are issued subject to the terms of the Authority Indenture and are secured by and payable from Pledged Revenues in accordance with the terms of the Authority Indenture. The Series 2005A Authority Bonds are secured on a parity with the Outstanding 1997 Authority Bonds.

Section 2.03. Terms of Series 2005A Authority Bonds. The Series 2005A Authority Bonds shall be dated their date of delivery. Each Series 2005A Bond shall bear interest from the Interest Payment Date immediately preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event such Series 2005A Bond shall bear interest from such date of authentication, or unless such date of authentication is after a Record Date and before the next succeeding Interest Payment Date, in which event such Series 2005A Bond shall bear interest from such succeeding Interest Payment Date, or unless such date of authentication is on or before September 15, 2005, in which event such Series 2005A Bond shall bear interest from October 1, 2005. If interest on the Series 2005A Authority Bonds shall be in default, Series 2005A Authority Bonds issued in exchange for Series 2005A Authority Bonds surrendered for transfer or exchange shall bear interest from the last Interest Payment Date on which interest has been paid in full on such Series 2005A Authority Bonds surrendered. The Series 2005A Authority Bonds shall be issued in Authorized Denominations.

Interest on the Series 2005A Authority Bonds shall be paid on each Interest Payment Date. Interest on the Series 2005A Authority Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Series 2005A Authority Bonds shall mature in the years and in the amounts and bear interest at the annual rates set forth in the following schedule:

October 1 of the Year	Principal Amount	Interest Rate

Payment of principal of the Series 2005A Authority Bonds shall be made upon surrender of the Series 2005A Authority Bonds to the Paying Agent or its agent. Payment of interest on Series 2005A Authority Bonds shall be made by check or draft of the Paying Agent by Mail to the person who is the registered Bondholder thereof on the Record Date, except that a Bondholder of $1,000,000 or more in principal amount of Series 2005A Authority Bonds may be paid interest by wire transfer to an account in the United States if such owner makes a written request of the Paying Agent at least thirty (30) days preceding any interest payment date specifying the wire transfer instructions for such Bondholder. Such notice may provide that it will remain in effect for later interest payments until changed or resolved by another written notice. The Series 2005A Authority Bonds shall be substantially in the form of Exhibit A to this Authority Second Supplemental Indenture.

If the principal of a Series 2005A Bond becomes due and payable, but shall not have been paid, or provision shall not have been made for its payment, then such Series 2005A Bond shall bear interest at the same rate after such default as on the day before such default occurred.

ARTICLE III

REDEMPTION

Section 3.01. Optional Redemption. The Series 2005A Authority Bonds maturing on or after October 1, 200_ are subject to optional redemption prior to maturity on or after October 1, 200_ at the option of the Authority, upon written notice to the Paying Agent as provided in the Authority Indenture at least 45 days prior to the date of such redemption, as a whole on any date or in part on any Interest Payment Date.

The Series 2005A Authority Bonds so redeemed shall be redeemed at the following redemption prices (expressed as percentages of the principal amount of the Series 2005A Authority Bonds to be redeemed), plus accrued but unpaid interest to the redemption date:

Redemption Period (Both Dates Inclusive)	Redemption Price
October 1, 200_ through September 30, 200_	%
October 1, 200_ through September 30, 200_	
October 1, 200_ and thereafter	

In the event the Series 2005A Authority Bonds maturing on October 1, 20__ or October 1, 20__ are redeemed in part in, as provided in this Section 3.01, the Authority shall specify to the Paying Agent the sinking fund installments due thereon to be redeemed.

Section 3.02. Mandatory Redemption. The Series 2005A Authority Bonds maturing on October 1, 20__ are subject to mandatory redemption, in part, by lot, on October 1, 20__ and each October 1 thereafter prior to maturity, from sinking fund installments on deposit in the Bond Principal Account of the 2005A Debt Service Fund at the principal amount of such Series 2005A Authority Bonds to be redeemed, without premium, plus accrued but unpaid interest to the redemption date, as indicated on the following table:

October 1 of the Year	Principal Amount
(maturity)	

The Series 2005A Authority Bonds maturing on October 1, 20__ are subject to mandatory redemption, in part, by lot, on October 1, 20__ and each October 1 thereafter prior to maturity, from sinking fund installments on deposit in the Bond Principal Account of the 2005A Debt Service Fund at the principal amount of such Series 2005A Authority Bonds to be redeemed, without premium, plus accrued but unpaid interest to the redemption date, as indicated on the following table:

October 1 of the Year	Principal Amount
(maturity)	

ARTICLE IV

APPLICATION OF FUNDS; FUNDS AND ACCOUNTS

Section 4.01. Application of Proceeds. The proceeds of the sale of the Series 2005A Authority Bonds received by the Fiscal Agent shall be applied to the purchase of the Series 2005A District Bonds and applied as set forth in the District Second Supplemental Indenture.

Section 4.02. Establishment of the 2005A Debt Service Fund and Accounts Therein. There is hereby established a Fund designated as the "2005A Debt Service Fund," and therein separate Accounts to be designated as the "Bond Interest Account" and the "Bond Principal Account." Amounts in the Bond Interest Account will be disbursed to pay interest on the Series 2005A Authority Bonds pursuant to the Authority Indenture and this Authority Second Supplemental Indenture. Amounts in the Bond Principal Account will be disbursed to pay principal on the Series 2005A Authority Bonds pursuant to the Authority Indenture and this Authority Second Supplemental Indenture.

Section 4.03. Establishment of 2005A Redemption Fund. There is hereby established a separate Fund to be designated as the "2005A Redemption Fund." The 2005A Redemption Fund shall be established for the purposes of redeeming Series 2005A Authority Bonds, as set forth in the Authority Indenture and this Authority Second Supplemental Indenture.

ARTICLE V

MISCELLANEOUS

Section 5.01. Nonarbitrage Certificate. The Authority hereby covenants to comply with the Nonarbitrage Certificate, relating to the Series 2005A Authority Bonds, to the extent required under Section 5.08 of the Authority Indenture.

Section 5.02. Agents. The Fiscal Agent or the Authority (with written notice to the Fiscal Agent) may from time to time appoint banks, trust companies or other financial institutions to perform functions described in this Authority Second Supplemental Indenture. Such agents may include, but shall not be limited to, authenticating agents and paying agents. Any reference in this Authority Second Supplemental Indenture to the Fiscal Agent shall also refer to any agent appointed by the Fiscal Agent or the Authority to such duty in addition to the Fiscal Agent or shall, instead, refer only to any agent appointed by the Fiscal Agent or the Authority to perform such duty in place of the Fiscal Agent.

Section 5.03. Paying Agent. U.S. Bank National Association, is hereby appointed as Paying Agent hereunder. The Paying Agent shall have its principal corporate trust office in Los Angeles, California.

Section 5.04. Notices.

(a) Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication required or permitted by this Authority Second Supplemental Indenture must be in writing except as expressly provided otherwise in this Authority Second Supplemental Indenture or the Series 2005A Authority Bonds.

(b) For purposes of this Section 5.04 and Section 11.06 of the Authority Indenture, the Paying Agent's address is 633 West Fifth Street, 24th Floor, Los Angeles, California 90071.

Section 5.05. Limitation of Rights. Nothing expressed or implied in this Authority Second Supplemental Indenture or the Series 2005A Authority Bonds shall give any person other than the Fiscal Agent, the Paying Agent, the Authority and the Bondholders any right, remedy or claim under or with respect to this Authority Second Supplemental Indenture.

Section 5.06. Severability. If any provision of this Authority Second Supplemental Indenture shall be determined to be unenforceable, such determination shall not affect any other provision of this Authority Second Supplemental Indenture.

Section 5.07. Payments or Actions Occurring on Non-Business Days. If a payment date is not a Business Day or if any action required hereunder is required on a date that is not a Business Day, then payment may be made at that place on the next Business Day or such action may be taken on the next Business Day with the same effect as if payment were made on the action taken on the stated date, and no interest shall accrue for the intervening period.

Section 5.08. Governing Law. This Authority Second Supplemental Indenture shall be governed by and construed in accordance with the laws of the State.

Section 5.09. Captions. The captions in this Authority Second Supplemental Indenture are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Authority Second Supplemental Indenture.

Section 5.10. Counterparts. This Authority Second Supplemental Indenture may be signed in several counterparts. Each will be an original, but all of them together constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Authority Second Supplemental Indenture by their officers thereunto duly authorized as of the date first above written.

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY

By_____
Chair

ATTEST:

By_____
Assistant Secretary

THE AUDITOR-CONTROLLER OF THE COUNTY OF LOS ANGELES,
as Fiscal Agent

By_____
Authorized Signatory

ATTEST:

By_____
Assistant Secretary

EXHIBIT A — FORM OF SERIES 2005A BOND

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY
REFUNDING REVENUE BOND, SERIES 2005A

UNLESS THIS SERIES 2005A AUTHORITY BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE BELOW REFERENCED MASTER INDENTURE OF TRUST) TO THE PAYING AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY SERIES 2005A AUTHORITY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Neither the faith and credit nor the taxing power of the State of California, the County of Los Angeles or any public agency, other than the Los Angeles County Public Works Financing Authority, is pledged to the payment of the principal of, or interest on, this Series 2005A Authority Bond.

No. _____ $_____

Maturity Date	Interest Rate	Dated Date	CUSIP
		_____, 2005	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

THE LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, a public entity duly organized and existing under and pursuant to the laws of the State of California (the "Authority"), for value received, hereby promises to pay (but only out of the Pledged Revenues, as such term is defined in the Authority Indenture, hereinafter referred to) to the Registered Owner named above or registered assigns, on the Maturity Date specified above, the Principal Amount specified above together with interest on such Principal Amount at the Interest Rate determined as herein provided on each Interest Payment Date. This Los

Angeles County Public Works Financing Authority Refunding Revenue Bonds, Series 2005A Bond (the "Series 2005A Authority Bonds") will bear interest from the Interest Payment Date immediately preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event this Series 2005A Authority Bond will bear interest from such date of authentication, or unless such date of authentication is after a Record Date and before the next succeeding Interest Payment Date, in which event this Series 2005A Authority Bond shall bear interest from such succeeding Interest Payment Date, or unless such date of authentication is on or before September 15, 2005, in which event this Series 2005A Authority Bond shall bear interest from October 1, 2005. The principal hereof and premium, if any, hereon are payable when due upon presentation hereof at the corporate trust office of U.S. Bank National Association, as Paying Agent (the "Paying Agent"), in Los Angeles, California, or at the offices of its duly appointed successor, the amounts set forth herein in lawful money of the United States of America.

This Series 2005A Authority Bond is one of a duly authorized issue of Series 2005A Authority Bonds, in aggregate principal amount of $[000,000,000], which Series comprises one series of Los Angeles County Public Works' Financing Authority Revenue Bonds (the "Bonds"). The Series 2005A Authority Bonds are issued and shall be issued pursuant to the provisions of the Marks-Roos Local Bond Pooling Act of 1985, as amended (commencing with Section 6584 of the California Government Code) (the "Act"),the Authority Master Indenture of Trust, dated as of November 1, 1997 (the "Authority Master Indenture"), by and between the Authority and the Auditor-Controller of the County of Los Angeles, as Fiscal Agent (the "Fiscal Agent"), as amended, including by an Authority Second Supplemental Indenture of Trust, dated as of February 1, 2005, between the Authority and the Fiscal Agent (the "Authority Second Supplemental Indenture" and, together with the Authority Master Indenture, the "Authority Indenture"), setting forth the terms and authorizing the issuance of the Series 2005A Authority Bonds. The Bonds shall be issued, from time to time, with varying denominations, dates, maturities, interest rates and other provisions, all as provided and as shall be provided in the Authority Indenture. Reference is hereby made to the Authority Indenture and to the Act for a description of the terms on which the Bonds are issued and to be issued, the provisions with regard to the nature and extent of the Pledged Revenues (as that term is defined in the Master Indenture), and the rights of the registered owners of the Bonds; and all the terms of the Authority Indenture and the Act are hereby incorporated herein and constitute a contract between the Authority and the registered owner from time to time of this Series 2005A Authority Bond, and to all the provisions thereof the registered owner of this Series 2005A Authority Bond, by its acceptance hereof, consents and agrees. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Authority Indenture.

The Series 2005A Authority Bonds and the interest thereon are payable from and are secured by a charge and lien on, the Pledged Revenues primarily derived by the Authority from the principal of, premium if any, and interest on, and all other amounts payable by the Los Angeles County Regional Park and Open Space District (the "District") with respect to the Los Angeles County Regional Park, the outstanding Open Space District Limited Obligation Improvement Bonds, Series 1997A and the Open Space District Limited Obligation Improvement Bonds, Series 2005A. All of the Series 2005A Authority Bonds are equally secured by a pledge of, and charge and lien upon, the Pledged Revenues, and the Pledged Revenues constitute a trust fund for the security and payment of the interest on and principal of

the Series 2005A Authority Bonds. The Series 2005A Authority Bonds are secured on a parity with the Outstanding 1997 Authority Bonds. Pledged Revenues may, however, be applied for other purposes, as provided in the Authority Indenture.

The Series 2005A Authority Bonds are limited obligations of the Authority and are payable, both as to principal and interest, and as to any premium upon the redemption thereof, out of the Pledged Revenues and certain funds held by the Fiscal Agent under the Authority Indenture.

None of the general funds of the County of Los Angeles (the "County"), the District or the Authority is liable, and the credit or taxing power of neither the County nor the Authority is pledged, for the payment of the Bonds or the interest thereon. The Bonds are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the Authority or the County or any of its income or receipts, except the Pledged Revenues.

Interest payable on the Series 2005A Authority Bonds shall be computed on the basis of a 360-day year consisting of twelve 30-day months. The Series 2005A Authority Bonds or the principal portion thereof called for redemption will cease to bear interest after the specified redemption date, provided that notice has been given pursuant to the Authority Indenture and sufficient funds for redemption are on deposit at the place of payment on the redemption date.

This Series 2005A Authority Bond is subject to redemption as provided in the Authority Indenture.

The rights and obligations of the Authority and of the holders and 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, which provide, in certain circumstances, for modifications and amendments without the consent of or notice to the registered owners of the Bonds.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Series 2005A Authority Bond, and in the issuing of this Series 2005A Authority Bond, do exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of California, and that this Series 2005A Authority Bond, together with all other indebtedness of the Authority pertaining to the Pledged Revenues, is within every debt and other limit prescribed by the Constitution and the statutes of the State of California, and is not in excess of the amount of Series 2005A Authority Bonds permitted to be issued under the Authority Indenture or the Act.

This Series 2005A Authority Bond shall not be entitled to any benefit under the Authority Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been manually signed by the Paying Agent.

IN WITNESS WHEREOF, THE LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY has caused this Series 2005A Authority Bond to be signed in its name and on its behalf by the manual or facsimile signature of its Chair, and attested by the manual or facsimile signature of its Assistant Secretary.

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY

By: _____
Chair

ATTEST:

By: _____
Assistant Secretary

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Authority Indenture and authenticated on the date set forth below.

Dated: _____, 2005

U.S. Bank National Association, as Paying Agent

By: _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received _____ hereby sell, assign and transfer unto _____ the within Bond and hereby irrevocably constitute and appoint _____ attorney, to transfer the same on the books of the Authority at the office of the Paying Agent, with full power of substitution in the premises.

NOTE: The signature to this Assignment must correspond with the name on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Dated: _____

Signature Guaranteed by:

NOTE: Signature must be guaranteed by an eligible guarantor institution.

HD&W Third Draft - 12/26/04

ESCROW AGREEMENT

This Escrow Agreement, dated as of February 1, 2005 (the "Agreement") by and between the LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY (the "Authority" and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under and by virtue of the laws of the United States of America with a corporate trust office located in Los Angeles, California at the address hereinafter set forth, as Escrow Holder, as defined herein:

W I T N E S S E T H:

WHEREAS, the Authority has issued its Revenue Bonds, Series 1997A (the "1997 Authority Bonds") pursuant to the Authority Master Indenture of Trust, dated as of November 1, 1997 (the "Authority Master Indenture"), as supplemented by the Authority First Supplemental Indenture of Trust, dated as of November 1, 1997 (the "Authority First Supplemental Indenture" and, together with the Authority Master indenture, the "1997 Authority Indenture"), each by and between the Authority and the Auditor-Controller of the County of Los Angeles (the "Auditor-Controller"), presently outstanding in the aggregate principal amount of $_____;

WHEREAS, the 1997 Authority Bonds bear interest at the rates and mature on the dates and are subject to prior redemption as set forth in the 1997 Authority Indenture, and the Authority has determined to refund a portion of the 1997 Authority Bonds in the amount of $_____ as set forth on Schedule A attached hereto (the "Authority Refunded Bonds"); and

WHEREAS, the Los Angeles County Regional Park and Open Space District (the "District") has issued its Los Angeles County Regional Park and Open Space District Limited Obligation Improvement Bonds, Series 1997A (the "1997 District Bonds") pursuant to the District Master Indenture of Trust, dated as of November 1, 1997 (the "District First Supplemental Indenture" and, together with the District Master Indenture, the "1997 District Indenture"), each by and between the District and the Auditor-Controller, presently owned by the Authority and outstanding in the aggregate principal amount of $356,645,000; and

WHEREAS, the Authority's Refunding Revenue Bonds, Series 2005A (the "Series 2005A Authority Bonds"), are being issued pursuant to the 1997 Authority Indenture, as supplemented by the Authority Second Supplemental Indenture of Trust, dated as of February 1, 2005 (the "Authority Second Supplemental Indenture" and, together with the 1997 Authority Indenture, the "Authority Indenture"), by and between the Authority and the Auditor-Controller, as Fiscal Agent, capitalized terms used but not defined herein shall have the meanings established for purposes of the Authority Indenture; and

WHEREAS, concurrently with the issuance of the Series 2005A Authority Bonds, the District is issuing its Limited Obligation Improvement Bonds, Series 2005A (the "Series 2005A District Bonds") pursuant to a District Master Indenture of Trust, dated as of November

1, 1997, as supplemented (the "1997 District Indenture"), including by a District Second Supplemental Indenture of Trust, dated as of February 1, 2005 (the "District Second Supplemental Indenture" and, together with the 1997 District Indenture, the "District Indenture"), each by and between the District and the Auditor-Controller, as Fiscal Agent; and

WHEREAS, the Authority Second Supplemental Indenture provides that a portion of the proceeds from the sale of the Series 2005A Authority Bonds received by the Authority shall be placed in escrow hereunder for the purpose of providing funds necessary to refund the Authority Refunded Bonds; and

WHEREAS, the Authority wishes to provide for the application of such proceeds of the Series 2005A Authority Bonds, together with the interest earned from the investment thereof, to effect the refunding of the Authority Refunded Bonds;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. The Authority hereby appoints U.S. Bank National Association, as escrow holder under this Agreement (the "Escrow Holder") and U.S. Bank National Association, hereby accepts the appointment as Escrow Holder.

2. Receipt is hereby acknowledged by the Escrow Holder of a copy of the 1997 Authority Indenture. Reference herein to, or citation herein of, any provision of the 1997 Authority Indenture shall be deemed to be incorporated as a part hereof in the same manner and with the same effect as if it were fully set forth herein.

3. There is hereby created and established with the Escrow Holder a special, segregated and irrevocable escrow fund, established for the purpose of refunding the Authority Refunded Bonds (the "Escrow Fund") to be held at the direction of the Authority in the custody of the Escrow Holder as a trust account for purposes of Section 7.02 of the 1997 Authority Indenture. Moneys in the 2005A Escrow Fund shall be applied solely as provided in this Escrow Agreement.

4. Concurrently with the execution of this Agreement, the Authority shall (A) cause the transfer of $_____ on deposit in the 1997A Reserve Account of the Reserve Fund to the Escrow Holder for deposit into the Escrow Fund, (B) cause the transfer of $_____ of the proceeds of the Series 2005A Authority Bonds and any other amounts held in connection with the Authority Refunded Bonds to the Escrow Holder for deposit into the Escrow Fund, and (C) cause the Escrow Holder to purchase certain securities with the amounts deposited pursuant to (A) and (B) in the aggregate principal amount of $_____, as set forth on Schedule B attached hereto; provided that the Escrow Holder may hold uninvested in cash the amount of $_____ in the Escrow Fund. The Auditor-Controller is hereby irrevocably directed by the Authority to make the deposits with the Escrow Holder or, if directed by the Auditor-Controller, U.S. Bank National Association, as Paying Agent (the "Paying Agent"), respectively, as set forth hereinabove. The Escrow Holder is hereby irrevocably directed by the Authority to take such actions as may be necessary to assure that the amount so deposited in the Escrow Fund shall immediately be held in cash or invested by the Escrow Holder in the

securities as set forth on Schedule B, attached hereto and made a part hereof ("Eligible Securities," it being the intention of the Authority that the principal of such Eligible Securities, together with the interest to be paid thereon, will be sufficient, as of the date of calculation, and that such Eligible Securities will mature, bear interest and be available as to pay in a timely manner the principal and interest with respect to the Authority Refunded Bonds as the same shall become due and payable on October 1, 2008 and thereafter as set forth in Schedule A attached hereto (collectively, the "Escrow Requirement"). The Authority hereby represents that such Eligible Securities are comprised of Government Obligations as defined in the 1997 Authority Indenture ("Government Obligations").

5. The Escrow Holder hereby acknowledges receipt of the deposit of the moneys in the Escrow Fund as described in paragraph 4 hereof.

6. The deposit by the Authority of the moneys in the Escrow Fund shall constitute an irrevocable deposit thereof for the uses and purposes specified in this Agreement and in the provisions of the 1997 Authority Indenture expressly referred to herein, and such moneys and Eligible Securities, together with all interest thereon, shall be held in trust and applied solely for such uses and purposes. Such moneys and Eligible Securities, along with the proceeds of investment thereof, shall be held by the Escrow Holder separate and apart from all other funds and shall not be commingled with other moneys for any purpose.

7. (a) Except as otherwise expressly provided in paragraph 4, the Escrow Holder shall have no power or duty to invest any moneys held hereunder or to make substitutions of the Eligible Securities held hereunder or to sell, transfer or otherwise dispose of the Eligible Securities acquired hereunder, or to pay interest on any such moneys not required to be invested hereunder.

(b) The liability of the Escrow Holder for the payment of the principal and interest, and redemption premium payable, with respect to the Authority Refunded Bonds as set forth in Schedule A attached hereto, shall be limited to the principal of and interest on the Eligible Securities and cash available for such purposes in the Escrow Fund.

(c) The Authority hereby agrees that it will not take action or fail to take action which would (i) affect adversely the exclusion from gross income for federal income tax purposes of interest with respect to the 1997 Authority Bonds or on the Series 2005A Authority Bonds, or (ii) affect adversely the status of the Authority Refunded Bonds as being deemed no longer deemed Outstanding under the 1997 Authority Indenture.

8. The Escrow Holder shall collect the matured principal of and payments of interest on the Eligible Securities as the same become due and payable and deposit the same in the Escrow Fund. Not later than the date on which any payment on any of the Authority Refunded Bonds is required to be made, as set forth in Schedule A, or if such date is not a Business Day then not later than the Business Day next preceding such date, the Escrow Holder shall transmit, from the funds in the Escrow Fund to the Auditor-Controller, or to such other paying agent as may be designated in writing by the Authority (collectively, with the Auditor-Controller, the "Paying Agent"), the applicable amount set forth in Schedule A attached hereto. The Escrow Holder may conclusively rely upon Schedule A with respect to all information set

forth therein and may conclusively rely upon any written directions of the Authority described in this paragraph.

Any moneys held by the Paying Agent in trust for the payment and discharge of the interest or principal or redemption price with respect to any of the Authority Refunded Bonds which remain unclaimed for 18 months after the date when such payments have become due and payable, shall be paid to the credit of the District and the Paying Agent shall thereupon be released and discharged with respect thereto and the holders of Authority Refunded Bonds shall look only to the Authority for the payment of the interest or principal or redemption price with respect to such Authority Refunded Bonds.

9. U.S. Bank National Association is hereby irrevocably directed to mail notice of redemption as required by Section 3.03 of the 1997 Authority Indenture substantially in the form attached hereto as Exhibit 1 ("Redemption Notice"), and to mail notice of defeasance as required by Section 7.02(b) and Section 3.03 of the 1997 Authority Indenture substantially in the form attached hereto as Exhibit 2 ("Defeasance Notice"), by first class mail, postage prepaid, to the Authority and the respective Holders of the Authority Refunded Bonds, respectively, at their addresses appearing on the Bond register. The Redemption Notice shall be mailed not less than 30 days, but not more than 45 days, prior to the redemption date. The Defeasance Notice shall be mailed as soon as practicable.

Additionally, as soon as practicable, the Defeasance Notice shall be published one time in The Bond Buyer or The Wall Street Journal, or, if such publications are impractical or unlikely to reach a substantial number of the Bondholders of the Authority Refunded Bonds, in some financial newspaper selected by the Paying Agent which regularly carries similar notices of defeasance for obligations similar to the Authority Refunded Bonds. At least 30 days prior to the redemption date, the Redemption Notice shall be published one time in The Bond Buyer or The Wall Street Journal, or, if such publications are impractical or unlikely to reach a substantial number of the Bondholders of the Authority Refunded Bonds, in some financial newspaper selected by the Paying Agent which regularly carries similar notices of redemption for obligations similar to the Authority Refunded Bonds. At least two (2) days before the date of publication required by this Section, Redemption Notice, or Defeasance Notice as the case may be, shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission or (iii) overnight delivery service, to The Depository Trust Company, New York, New York at 55 Water Street, New York, New York 10041 and otherwise in accordance with the 1997 Authority Indenture. On the date of publication required by this Section, Redemption Notice, or Defeasance Notice as the case may be, shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the information services selected by an Authorized Authority Representative in accordance with the 1997 Authority Indenture. Neither the failure of a holder to receive the Defeasance Notice or Redemption Notice, nor the failure to give such notice to certain depositories or information services as required by the 1997 Authority Indenture, nor any defect in any such notice, will affect the sufficiency of the proceedings for the redemption or the defeasance of any Authority Refunded Bonds.

Each check or other transfer of funds issued or made by U.S. Bank National Association for the purpose of redeeming the Bonds shall to the extent practicable identify by

designation and maturity the Bonds being prepaid with the proceeds of such check or other transfer.

10. The Authority agrees to pay and shall pay to the Escrow Holder as compensation in full for all services to be rendered by the Escrow Holder under this Agreement the amounts set forth in a separate schedule of fees and expenses, as modified from time to time as agreed upon by the parties hereto. Any payment to the Escrow Holder pursuant to this paragraph, shall be made from any moneys of the Authority lawfully available therefor, but the Escrow Holder shall have no lien whatsoever upon any of the moneys or Eligible Securities in the Escrow Fund for any such payment.

To the extent authorized by law, the Authority hereby assumes liability for and hereby agrees to indemnify, protect, save and keep harmless the Escrow Holder and its respective successors, assigns, agents and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Authority or the Escrow Holder (whether or not also indemnified against by any person under any other contract or instrument) and in any way relating to or arising out of the execution and delivery of this Agreement, the acceptance and performance of the duties and obligations of the Escrow Holder hereunder, the establishment of the Escrow Fund, the acceptance of the moneys deposited in such fund, the purchase of the Eligible Securities, the retention of such moneys and Eligible Securities or the proceeds thereof and any payment, transfer or other application of moneys or securities by the Escrow Holder in accordance with the provisions of this Agreement, provided, that the Authority shall not be required to indemnify, protect, save and keep harmless the Escrow Holder against its own negligence, or willful misconduct. In no event shall the Authority be liable to any person by reason of the transactions contemplated hereby other than to the Escrow Holder as set forth in this paragraph. The indemnities contained in this paragraph shall survive the termination of this Agreement.

11. The Escrow Holder agrees to maintain books and records for the Escrow Fund and to account separately for deposits therein, investments thereof, earnings thereon and losses (if any) with respect thereto. The Escrow Holder shall only act in accordance with the specific provisions set forth herein and shall not assume any implied duties or obligations hereunder.

The Escrow Holder shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Agreement unless the Authority shall have deposited sufficient funds therefor with the Escrow Holder. The Escrow Holder may rely and shall be protected in acting upon the written or oral instructions of authorized representatives of the Authority or of its respective agents relating to any matter or action as Escrow Holder under this Agreement.

The liability of the Escrow Holder for the payment of moneys as hereinabove set forth respecting the payment of the Authority Refunded Bonds shall be limited to the principal of and interest on the Eligible Securities and other securities purchased hereunder. The Escrow Holder shall not be liable for any loss resulting from any investment, sale, transfer, redemption,

substitution or other disposition made pursuant to this Escrow Agreement in compliance with the provisions hereof or the sufficiency of the Eligible Securities or any uninvested moneys held hereunder to accomplish the discharge of the Authority Refunded Bonds. The Escrow Holder shall not have any lien whatsoever upon any of the moneys deposited in accordance with paragraph 4 hereof for the payments of fees and expenses for services by it under this Escrow Agreement until after all payments required pursuant hereto in accordance herewith. The recitals of fact contained in the "whereas" clauses herein shall be taken as the statements of the Authority and the Escrow Holder assumes no responsibility for the correctness thereof. The Escrow Holder makes no representations as to the sufficiency of the Eligible Securities to be purchased pursuant hereto and any uninvested moneys to accomplish the refunding of the Authority Refunded Bonds or to the validity of this Agreement as to the Authority and, except as otherwise provided herein, the Escrow Holder shall incur no liability in respect thereof. The Escrow Holder shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Holder shall be determined by the express provisions of this Agreement. The Escrow Holder may consult with counsel, who may or may not be counsel to the Authority, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Holder shall deem it necessary or desirable that a matter be provided or established prior to taking, suffering, or omitting any action under this Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel) may be deemed to be conclusively established by a written certification of the Authority.

12. The Escrow Holder may be removed with or without cause at any time by the Authority, and the Escrow Holder may resign by giving written notice to the Authority, but no such removal or resignation shall take effect under this Agreement unless a successor Escrow Holder shall have been appointed by the Authority as hereinafter provided and such successor Escrow Holder shall have accepted such appointment, in which event such removal or resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Holder. In the event that no appointment of a successor Escrow Holder shall have been made by the Authority pursuant to the foregoing provisions of this paragraph within forty-five (45) days after written notice of resignation of the Escrow Holder has been given to the Authority, any retiring Escrow Holder may apply to any court of competent jurisdiction for the appointment of a successor Escrow Holder, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Holder. No successor Escrow Holder shall be appointed unless such successor Escrow Holder shall be a corporation or other entity with trust powers organized under the banking laws of the United States or any state and shall have at the time of appointment capital, surplus and undivided profits of not less than $100,000,000. Every successor Escrow Holder appointed hereunder shall execute, acknowledge and deliver to its predecessor, the Authority and to the Los Angeles County Treasurer and Tax Collector (the "County Treasurer"), an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Holder without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor; but such predecessor shall, nevertheless, on the written request of such successor Escrow Holder or the Authority execute and deliver an instrument transferring to such successor Escrow Holder all the estates, properties, rights, powers and trusts of such

predecessor hereunder; and every predecessor Escrow Holder shall deliver all cash and Eligible Securities held by it to its successor. Should any transfer, assignment or instrument in writing from the predecessor Escrow Holder be required by any successor Escrow Holder for more fully and certainly vesting in such successor Escrow Holder the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Holder, any such transfer, assignment and instrument in writing shall, on request, be executed, acknowledged and delivered by the predecessor Escrow Holder. Any corporation or other entity into which the Escrow Holder, or any successor to it in the trusts created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation or other entity resulting from any merger, conversion, consolidation or reorganization to which the Escrow Holder or any successor to it shall be a party, shall be the successor Escrow Holder under this Agreement without the execution or filing of any paper or any act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

13. Upon the written direction of an Authorized Authority Representative, the Escrow Agent shall sell, transfer and request the redemption of or otherwise dispose of the Eligible Securities; provided that (i) there are simultaneously substituted therefor and delivered to the Escrow Agent other Government Obligations the payments of principal of and interest on which, together with other moneys available for such purpose, as certified by an independent certified public accountant that, will be sufficient to pay, when due, the principal of, redemption premium and interest on the Authority Refunded Bonds and (ii) the Escrow Agent shall receive the opinion of bond counsel to the effect that such disposition or substitution would not adversely affect the exclusion from gross income of interest on the Authority Refunded Bonds or the Series 2005A Authority Bonds. Any cash received from the disposition and substitution of Government Obligations pursuant to this Section to the extent that such cash will not be required pursuant to Section 4 hereof shall be transferred to the Fiscal Agent and deposited into the Bond Interest Subaccount of the 1997A Debt Service Fund under the District First Supplemental Indenture or the Bond Interest Subaccount of the 2005A Debt Service Fund under the District Second Supplemental Indenture, or as otherwise directed by the District.

14. This Agreement shall terminate when there shall have been paid to the U.S. Bank National Association, in accordance with the provisions hereof, moneys sufficient to pay all principal and interest, and redemption premiums, payable with respect to all of the Authority Refunded Bonds as set forth on Schedule A, and any remaining moneys and Eligible Securities, together with any interest thereon, in the Escrow Fund shall after payment of all outstanding fees and expenses of the Escrow Holder thereupon be transferred to the District.

15. If any one or more of the covenants or agreements provided in this Agreement on the part of the parties hereto to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

16. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original and shall constitute and be but one and the same instrument.

17. This Agreement shall be governed by the applicable law of the State of California.

18. All notices, demands and formal actions under this Agreement shall be in writing and mailed, telegraphed or delivered to:

The Authority:	Los Angeles County Public Works Financing Authority c/o Los Angeles County Treasurer and Tax Collector Office of Public Finance 500 West Temple Street, Room 437 Los Angeles, California 90012 Attention: Glenn Byers Director of Public Finance
The District:	Los Angeles County Regional Park and Open Space District c/o Los Angeles County Treasurer and Tax Collector Office of Public Finance 500 West Temple Street, Room 437 Los Angeles, California 90012 Attention: Glenn Byers Director of Public Finance
The Escrow Holder:	U.S. Bank National Association 633 West Fifth Street, 24th Floor Los Angeles, California 90071 Attention: Corporate Trust Department
If to the County Treasurer:	Los Angeles County Treasurer and Tax Collector Office of Public Finance 500 West Temple Street, Room 437 Los Angeles, California 90012 Attention: Glenn Byers Director of Public Finance

19. This Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consent of the holders of one hundred percent (100%) in aggregate principal amount of the Authority Refunded Bonds then unpaid as to principal shall have been filed with the Escrow Holder. This Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such holders, but only: (i) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the Authority; (ii) to cure, correct or supplement any ambiguous or defective provision contained herein; or (iii) in regard to questions arising hereunder as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interest of the holders of the Authority Refunded Bonds, and that such amendment will not cause interest with respect to the Authority Refunded Bonds to become subject to inclusion in gross income for purposes of federal income taxation.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY

By:_____
Authorized Signatory

U.S. BANK NATIONAL ASSOCIATION, as Escrow Holder

By_____
Authorized Officer

Schedule A

AUTHORITY REFUNDED BONDS

(See attached)

Schedule B

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY
REVENUE BONDS, SERIES 1997A
(LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT)

Escrow Fund
Investments

(See attached)

EXHIBIT 1

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY
REVENUE BONDS, SERIES 1997A
(LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT)

NOTICE IS HEREBY GIVEN to all holders and holders of the captioned obligations (the "Bonds") that Los Angeles County Public Works Financing Authority will redeem all of the outstanding Bonds on _____ (the "Redemption Date") pursuant to the Indenture of Trust authorizing the Bonds.

Upon surrender of any of the Bonds listed below for redemption, the holder will be entitled to: (i) the redemption price (the "Redemption Price") (expressed as a percentage of the principal amount of the Bonds to be redeemed) as set forth below; and (ii) accrued interest with respect to said Bonds to the Redemption Date.

The holders and owners of the Bonds listed below are required to surrender such outstanding Bonds as follows:

CUSIP Number	Maturity	Redemption Price

All of the aforesaid Bonds to be so redeemed should be surrendered for payment as follows:

By Hand

New York, NY

By Mail

New York, NY

By Overnight Mail

New York, NY
Attention: Corporate Trust Operations

On the Redemption Date, the above listed Bonds shall become due and payable at the Redemption Price and shall cease to accrue interest.

All holders submitting Bonds for redemption must also submit certification of their Taxpayer Identification Number. Failure to provide the above identification will result in 31% backup withholding to Holders pursuant to the Interest and Dividend Tax Compliance Act of 1983, as amended by the Comprehensive National Energy Policy Act of 1992.

U.S. BANK NATIONAL ASSOCIATION

[Paying Agent]
[Date of Notice]

EXHIBIT 2

$_____

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY
REVENUE BONDS, SERIES 1997A
(LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT)

NOTICE IS HEREBY GIVEN to all holders of the captioned obligations (the "Bonds") in accordance with Section 7.02(b) of the Master Indenture of Trust, dated as of November 1, 1997, by and between the Los Angeles County Public Works Financing Authority (the "Authority") and the Auditor Controller of the County of Los Angeles (the "Fiscal Agent"), as supplemented and amended (the "Indenture"), that payment with respect to the Bonds of the principal, interest and premium has been provided for, as certified to the Fiscal Agent by a Financial Consultant, by irrevocably depositing with U.S. Bank National Association in trust and irrevocably setting aside exclusively for such payment Government Obligations maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to pay in a timely manner the principal and interest with respect to the Bonds as the same shall become due and payable on each _____, commencing _____ through _____, and to redeem the remaining portion of the outstanding 1997 Authority Refunded Bonds maturing on and after _____, in full on _____ at the redemption price of ___% of the principal amount thereof, plus accrued interest, and that the Bonds have accordingly been deemed paid in accordance with Article VII of the Indenture.

U.S. BANK NATIONAL ASSOCIATION, as Paying Agent

[Date of Notice]

$_____

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY

Refunding Revenue Bonds, Series 2005A
(Los Angeles County Regional Park And Open Space District)

January __, 2005

CONTRACT OF PURCHASE

Los Angeles County Public Works Financing Authority
Los Angeles County Regional Park and Open Space District
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Ladies and Gentlemen:

The undersigned (the **"Underwriters"**) offer to enter into this agreement with the Los Angeles County Public Works Financing Authority (the **"Authority"**) and the Los Angeles County Regional Park and Open Space District (the **"District"**), which, upon the Authority's and the District's acceptance hereof, will be binding upon the Authority and the District and upon the Underwriters. This offer is made subject to the written acceptance of this Contract of Purchase by the Authority and the District and the delivery of such acceptance to Lehman Brothers Inc., as representative (the **"Representative"**) of the Underwriters listed on Exhibit A at or prior to 6:00 P.M., Los Angeles time, on the date hereof.

1. Upon the terms and conditions and upon the basis of the representations and warranties hereinafter set forth, including the simultaneous purchase of certain limited obligation bonds (the **"District Bonds"**) of the District by the Authority, the Underwriters, jointly and severally, hereby agree to purchase from the Authority for reoffering to the public, and the Authority hereby agrees to sell to the Underwriters for such purpose, all (but not less than all) of $_____ aggregate principal amount of the Authority's Refunding Revenue Bonds, Series 2005A (Los Angeles County Regional Park and Open Space District) (the **"Bonds"**). The purchase price of the Bonds shall be $_____ (being the par amount of the Bonds, plus a premium of $_____, less an underwriters' discount of $_____.

2. (a) The Bonds shall mature as set forth in Exhibit B hereto and shall be as described in the Official Statement (as defined below) and shall be issued under and pursuant to Section 6584 et seq. of the Joint Exercise of Powers Act constituting Articles 1 through 4, Chapter 5, Division 7, Title I of the California Government Code (commencing with Section 6500), as amended from time to time (the **"Act"**), a resolution of the Authority adopted on _____, 2005 (the **"Authority Resolution"**) and the Master Indenture of Trust, dated as of November 1, 1997, as supplemented by a Second Supplemental Indenture of Trust, dated as of February 1, 2005, (as so supplemented, the **"Indenture"**), each by and between the Authority

in the District Indenture) and to the Escrow Holder for deposit to the Escrow Fund established pursuant to the Escrow Agreement.

3. The Underwriters represent that the Representative has been duly authorized by the Underwriters to execute this Contract of Purchase and to act hereunder on their behalf and to take such actions as it may deem advisable in respect of all matters pertaining to this Contract of Purchase.

4. The Underwriters agree to make a bona fide public offering of all the Bonds at not in excess of the respective initial public offering prices to be set forth on the inside cover page of the Official Statement, plus interest accrued on the Bonds from their date. The Underwriters reserve the right to change such initial offering prices as the Underwriters shall deem necessary in connection with the marketing of the Bonds and to offer and sell the Bonds to certain dealers (including dealers depositing such bonds into investment trusts) and others at prices lower than the initial offering prices set forth on the inside cover page of the Official Statement. The Underwriters also reserve the right to (i) overallot or effect transactions which stabilize or maintain the market prices of the Bonds at levels above those which might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time.

5. (a) The Authority and the District hereby authorize the use by the Underwriters of the Authority Documents, the District Documents and the Official Statement, and any supplements or amendments thereto, and the information contained in each of such documents, in connection with the public offering and sale of the Bonds. The Authority and the District consent to the use by the Underwriters prior to the date hereof of the Preliminary Official Statement in connection with the public offering of the Bonds.

(b) The Authority will deliver to the Underwriters, within seven business days after the date of this Contract of Purchase and in sufficient time to accompany any confirmation requesting payment from any customers of the Underwriters, copies of the Official Statement in final form (including all documents incorporated by reference therein) and any amendment or supplement thereto in such quantities as the Underwriters may reasonably request in order to comply with the obligations of each Underwriter pursuant to the rules of the Municipal Securities Rulemaking Board and Rule 15c2-12(b)(4) under the Securities Exchange Act of 1934, as amended (the **"Exchange Act"**). As soon as practicable following receipt thereof from the Authority, the Representative shall deliver the Official Statement to a nationally recognized municipal securities information repository (as such term is defined by Rule 15c2-12 under the Exchange Act).

An authorized officer of the Authority and the District have certified to the Underwriter on behalf of the Authority and the District that the Preliminary Official Statement was deemed to be final as of its date for purposes of Rule 15c2-12, with the exception of certain final pricing and related information referred to in Rule 15c2-12.

(c) The District will undertake, pursuant to the District Indenture, to provide certain annual financial information and notices of certain material events, as required by Rule 15c2-12 and as described in the section entitled **"CONTINUING DISCLOSURE"** of the Official Statement.

(3) The Bonds are limited obligations of the Authority and are payable, as to principal, premium (if any), and interest thereon, solely from a pledge of and lien on Pledged Revenues of the Authority.

(4) All approvals and consents of the Board of Directors of the Authority which would constitute a condition precedent to the performance by the Authority of its obligations under the Bonds and the Authority Documents have been obtained and are in full force and effect. No other authorization, consent or approval of, or filing or registration with, any Governmental Authority (as defined below) or court is, or under existing requirements of law will be, necessary for the valid execution, delivery or performance by the Authority of the Bonds or the Authority Documents, other than any authorization, consent, approval, filing or registration as may be required under the Blue Sky or securities laws of any state in connection with the offering, sale or issuance of the Bonds. All authorizations, consents or approvals of or filings or registrations with any Governmental Authority or court necessary for the valid issuance of, and performance by the Authority of its obligations under, the Bonds will have been duly obtained or made prior to the issuance of the Bonds (and disclosed to the Underwriters). As used herein, the term **"Governmental Authority"** refers to any legislative body or governmental official, department, commission, board, bureau, agency, instrumentality, body or public benefit corporation.

(5) The adoption of the Authority Resolution and the execution and delivery of the Authority Documents and the Bonds, and compliance with the provisions thereof, will not conflict with or constitute a breach of or default under any law, regulation, court order or decree, consent, resolution or agreement to which the Authority is subject or by which it is bound.

(6) To the knowledge of the Authority, no litigation is pending or threatened in any court (other than any disclosed in the Official Statement) (i) in any way questioning the existence of the Authority or the titles of the officers of the Authority to their respective offices; (ii) seeking to restrain or enjoin the adoption of the Authority Resolution or the issuance or delivery of any of the Bonds or in any way contesting or affecting the validity of the Bonds or the Authority Documents, or materially affecting payment of the Bonds or payment of any other obligations of the Authority, or contesting the powers of the Authority or any authority for the issuance of the Bonds; or (iii) which could have a material adverse impact upon the ability of the Authority to perform its obligations under such documents.

(7) The Bonds will be issued in accordance with the Indenture and will conform in all material respects to the descriptions thereof contained in the Official Statement.

(8) Any certificate signed by any official or other representative of the Authority and delivered to the Underwriters pursuant to this Contract of Purchase shall be deemed a representation and warranty by the Authority to each of the Underwriters as to the truth of the statements therein made.

(9) Between the date of this Contract of Purchase and the Closing Date, the Authority will not, without the prior written consent of the Representative, offer or

(15) During the period from the date hereof until the Closing Date, the Authority agrees to furnish the Underwriters with copies of any documents it files with any regulatory authority which are reasonably requested by the Underwriters;

(16) The Authority is not in default, nor has the Authority been in default at any time, as to the payment of principal or interest with respect to an obligation issued by the Authority or a trustee on behalf of the Authority or with respect to an obligation guaranteed by the Authority as guarantor.

(17) The Authority has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Authority is a bond issuer whose arbitrage certificates may not be relied upon.

(18) The Authority is, and at the Closing Date will be, in compliance, in all respects, with the Authority Documents.

(19) Upon the issuance and delivery of the Bonds and the application of the proceeds thereof pursuant to the Escrow Agreement and compliance by the Escrow Holder with the provisions thereof, the Prior Obligations will no longer be outstanding within the meaning of the indenture under which such obligations were issued. Except for the rights of the holders of the Prior Obligations to payments from the Escrow Fund established by the Escrow Agreement, upon the issuance and delivery of the Bonds and the application of the proceeds thereof pursuant to the Escrow Agreement and compliance by the Escrow Holder with the provisions thereof, the Prior Obligations will have ceased to be entitled to any lien, benefit or security under the indenture under which such obligations were issued, and all covenants, agreements and obligations (other than those that specifically provide that they shall survive a payment or defeasance of the Prior Obligations) of the Authority to the holders of the Prior Obligations will have ceased, terminated, become void and been discharged and satisfied.

(b) The District represents, warrants and covenants to each of the Underwriters that:

(1) The District is a public entity organized under the laws of the State of California, duly created and operating pursuant to Division 5 of the California Public Resources Code (the **"Public Resources Code"**) and the Order, with the legal right and power to execute, deliver and perform its obligations under the District Bonds and the District Documents.

(2) (i) At or prior to Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the District Bonds and the performance of its obligations thereunder; (ii) the District has, and at the Closing Date will have, full legal right, power and authority to levy and collect the Assessments, to adopt the District Resolution and to enter into the District Documents and to issue and deliver the District Bonds to the Authority and to perform its obligations thereunder and under the District Documents and the Order as provided herein and therein; at or prior to the Closing, the execution and delivery of, and the performance by the District of its obligations contained in, the District Bonds and the District Documents shall have been duly authorized; and (iii) the District Documents have been duly executed and delivered and each constitutes a valid and legally binding obligation of the

a representation and warranty by the District to each of the Underwriters as to the truth of the statements therein made.

(7) Between the date of this Contract of Purchase and the Closing Date, the District will not, without the prior written consent of the Representative, offer or issue any certificates, bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by a pledge of the Pledged Assessments.

(8) The District will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request in order (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the District shall not be required to execute a general consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction.

(9) At the time of the District's acceptance hereof the Official Statement does not, and at the date thereof the Official Statement will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were or are made, not materially misleading.

(10) If the Official Statement is supplemented or amended pursuant to paragraph (11) of this Section 7(b), at the time of each supplement or amendment thereto, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading.

(11) If between the date of this Contract of Purchase and the date which is 25 days following the end of the underwriting period for the Bonds (as determined in accordance with Section 11 hereof) any event shall occur which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading, the District, in conjunction with the Authority, shall notify the Representative thereof, and if in the opinion of the Underwriters such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will at its or the Authority's expense supplement or amend the Official Statement in a form and in a manner approved by the Underwriters.

(12) If the Official Statement is supplemented or amended pursuant to paragraph (11) of this Section 7(b), at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the date which is 25 days following the end of the

Assessment and the Engineer's Report, shall be in full force and effect, and shall not have been amended, modified or supplemented (except as may be agreed to in writing by the Representative); all actions which, in the opinion of Hawkins, Delafield & Wood, as Bond Counsel to the Authority and the District (**"Bond Counsel"**), shall be necessary in connection with the transactions contemplated hereby shall have been duly taken and shall be in full force and effect; and the Authority and the District shall perform or shall have performed their respective obligations required under or specified in the Authority Documents or the District Documents to be performed at or prior to the Closing.

(3) At or prior to the Closing, the Authority shall have purchased from the District, and the District shall have delivered to the Authority, all (but not less than all) of the District Bonds;

(4) At the time of the Closing, the Official Statement (as amended and supplemented) shall be true and correct in all material respects, and shall not omit any statement or information necessary to make the statements therein, in the light of the circumstances under which they were made, not materially misleading.

(5) Except as disclosed in the Official Statement or in a schedule delivered to the Underwriters at the Closing, no decision, ruling or finding shall have been entered by any court or Governmental Authority since the date of this Contract of Purchase (and not reversed on appeal or otherwise set aside) which has any of the effects described in Section 7(a)(6) or 7(b)(5) hereof.

(6) (i) No default by the Authority or the District which will materially affect the ability of the Authority or the District to perform their respective obligations under the Bonds and the Authority Documents or the District Bonds and the District Documents, as the case may be, shall have occurred and be continuing or in the payment of the principal of or premium, if any, or interest on any bond, note or other evidence of indebtedness issued by the Authority or the District and (ii) no bankruptcy, insolvency or other similar proceeding in respect of the Authority or the District shall be pending or to the knowledge of the Authority or the District contemplated.

(7) The Underwriters may terminate this Contract of Purchase by notification to the Authority and the District if at any time after the date hereof and prior to the Closing:

(A) legislation shall have been enacted by the United States or the State of California or shall have been reported out of committee or be pending in committee, or a decision shall have been rendered by a court of the United States or the Tax Court of the United States, or a ruling shall have been made or a regulation, proposed regulation or a temporary regulation shall have been published in the Federal Register or any other release or announcement shall have been made by the Treasury Department of the United States or the Internal Revenue Service, with respect to Federal or California taxation upon revenues or other income or payments of the general character to be derived by the Authority or upon interest received on obligations of the general character of the Bonds or the District Bonds, which in the

(I) there shall exist any event or information becomes known which in the reasonable opinion of the Representative either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (ii) is not reflected in the Official Statement but should be reflected therein to make the statements and information contained therein not misleading in any material respect;

(J) there shall be established any new restrictions not in force as of the date hereof upon trading in securities generally by any governmental authority or by any national securities exchange or which materially affect the free market for securities (including the imposition of any limitations on interest rates) or the extension of credit by, or the charge to the net capital requirements of, underwriters established by the New York Stock Exchange, the Securities and Exchange Commission, or other federal or state agency or the Congress of the United States, or by Executive Order;

(8) At or prior to the Closing, the Underwriters shall receive the following documents:

(A) the opinion of Bond Counsel, dated the Closing Date, in substantially the form included in the Official Statement as Appendix D, addressed to the Authority, the District and the Underwriters (or accompanied by a reliance letter to the Underwriters);

(B) a supplemental opinion of Bond Counsel, in form and substance satisfactory to the Underwriters, dated the Closing Date, addressed to the Authority, the District and the Underwriters, to the effect that:

i. neither the Bonds nor the District Bonds are subject to registration pursuant to the registration requirements of the Securities Act, and the Indenture and the District Indenture are exempt from qualification as an indenture pursuant to the Trust Indenture Act;

ii. each of the Authority Documents and each of the District Documents has been duly authorized, executed and delivered by the Authority and the District, respectively, and, assuming due authorization, execution and delivery by the other parties thereto, constitute the legal, valid and binding agreement of the Authority and the District, respectively, enforceable in accordance with their terms, subject to laws relating to bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought;

iii. the Bonds and the District Bonds, having been authorized and issued and constitute the legally valid and binding obligations of the District and the Authority, enforceable in accordance with their terms;

iv. the District Bonds are payable solely from and secured by Pledged Assessments, as provided in the District Master Indenture;

v. the statements in the Official Statement on the cover page relating to tax exemption, description of the Bonds and security for the Bonds, and

ii. the duties and obligations of the Escrow Holder under the Escrow Agreement have been duly accepted by the Escrow Holder;

iii. the Escrow Holder has all necessary powers required to carry out the trust intended under the Escrow Agreement; and

iv. to the best of the Escrow Holder's knowledge the acceptance by the Escrow Holder of the duties and obligations of the Escrow Holder under the Escrow Agreement and compliance with the provisions thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, consent decree or any agreement or other instrument to which the Escrow Holder is subject;

(E) the opinion of counsel to the Paying Agent, dated the date of Closing, addressed to the Authority, the District and the Underwriters, to the effect that:

i. the Paying Agent is a national banking association duly organized and validly existing under the laws of the United States;

ii. the Paying Agent has taken all corporation action necessary to assume the duties and obligations of the Paying Agent under the Paying Agent Agreement and to authorize in such capacity the authentication of the Bonds;

iii. the Paying Agent Agreement has been duly authorized, executed and delivered by the Paying Agent and assuming due authorization, execution and delivery by the other parties thereto are legal, valid and binding agreements of the Paying Agent enforceable in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights in general and by general equity principles (regardless of whether such enforcement is considered in a proceeding in equity or at law); and

iv. no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Paying Agent that has not been obtained is or will be required for the execution and delivery by the Paying Agent of the Paying Agent Agreement; .

(F) an opinion of counsel to the Escrow Holder in form and substance satisfactory to the Underwriters dated the Closing Date, addressed to the Underwriters, to the effect that:

i. the Escrow Holder is a national banking association organized and existing under and by virtue of the laws of the United States of America;

ii. the Escrow Holder has duly authorized the execution and delivery of the Escrow Agreement;

iii. the Escrow Holder has taken all corporation action necessary to assume the duties and obligations of the Escrow Holder under the Escrow Agreement;

Statement, and compliance by the Authority with the provisions of the foregoing, under the circumstances contemplated thereby, do not and will not in any material respect conflict with or constitute a breach of or default under any law, administrative regulation, court decree, resolution, agreement or instrument to which the Authority is subject to or by which it is bound;

vii. the Bonds, the Authority Documents and the Official Statement have been duly authorized, executed and delivered by the Authority and, assuming due authorization, execution and delivery by the other parties thereto, the Bonds and the Authority Documents constitute the legal, valid and binding obligations of the Authority, enforceable in accordance with their terms, subject to laws relating to bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought;

viii. no authorization, approval, consent, or other order of the State of California (the **"State"**) or any other governmental authority or agency within the State having jurisdiction over the Authority is required for the adoption of the Authority Resolution or the valid authorization, execution and delivery by the Authority of the Bonds, the Authority Documents or the preparation and distribution of the Official Statement; and

ix. the Authority is not in breach of or default under any applicable law or administrative regulation of the State or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or is otherwise subject which breach or default would materially adversely affect the Authority's ability to enter into or perform its obligations under the Bonds or the Authority Documents, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a breach or default;

(H) an opinion of County Counsel, as counsel to the District, in form and substance satisfactory to the Underwriters dated the Closing Date, addressed to the Underwriters, to the effect that:

i. the District is duly formed and validly existing under the laws of the State and a duly and validly existing member of the Authority;

ii. to the best knowledge of such counsel, the information in the Official Statement, other than the information set forth in APPENDIX E - "BOOK-ONLY ENTRY SYSTEM," does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not materially misleading;

iii. the preparation and distribution of the Official Statement has been duly authorized by the Board of Supervisors of the County and ex officio governing body of the District (the **"District Board"**);

iv. the Order, the District Resolution and the District Documents were duly adopted or approved at meetings of the District Board, which were called

jurisdiction over the District is required for the adoption of the District Resolution, the issuance of the District Bonds, the valid authorization, execution and delivery by the District of the District Documents or the Official Statement or the performance of the obligations thereunder;

(I) the opinion of Squire, Sanders & Dempsey, L.L.P., dated the Closing Date, addressed to the Underwriters, to the effect that, based upon an examination which such firm has made, which shall be specified, and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, no information came to the attention of the attorneys in such firm rendering legal services in connection with representation of the Underwriters which caused them to believe that the Official Statement as of its date (except for any financial, statistical or economic data, forecasts or graphs, estimates, projections, assumptions or expressions of opinion, or any information set forth in Appendices A through E, as to which such firm shall not be required to express any opinion or view) contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(J) a certificate or certificates, signed by duly authorized officers of the Authority, in form and substance satisfactory to the Underwriters, dated the Closing Date, to the effect that, to the best of such duly authorized officers' knowledge:

i. the representations and warranties of the Authority contained in this Contract of Purchase are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

ii. no litigation is pending or threatened (a) to restrain or enjoin the issuance, sale or delivery of the Bonds, (b) in any way contesting the Bonds, the Authority Resolution or the Authority Documents, (c) which may result in any material adverse change in the business, properties, assets or the financial condition of the Authority, or which may have a material adverse effect on the ability of the Authority to meet its obligations under the Bonds or the Authority Documents, or (d) in any way contesting the existence or powers of the Authority; and

iii. no event affecting the Authority, has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the Closing Date any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements and information therein not materially misleading in any material respect;

(K) a certificate or certificates, signed by duly authorized officers of the District, in form and substance satisfactory to the Underwriters, dated the Closing Date, to the effect that, to the best of such duly authorized officers' knowledge:

i. the representations and warranties of the District contained in this Contract of Purchase are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

(Q) three copies of the Authority Documents and the District Documents duly executed and delivered by the parties thereto;

(R) a tax and nonarbitrage certificate of the Authority and of the District, in form satisfactory to Bond Counsel, signed by an appropriate officer of the Authority and of the District, as the case may be;

(S) evidence that ratings on the Bonds of [Aa3] by Moody's Investors Service, Inc. and [AA] by Standard & Poor's Ratings Service are in full force and effect on the Closing Date; and

(T) such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriters or Bond Counsel may reasonably request to evidence compliance by the Authority and the District with legal requirements, the accuracy, as of the time of Closing, of the representations herein contained and the due performance or satisfaction by the Authority and the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

9. No expenses and costs of the Authority and the District incident to the performance of the Authority's or the District's obligations in connection with the authorization, issuance and sale of the Bonds to the Underwriters and of the District Bonds to the Authority, such as the costs of preparation (including word processing, printing and reproduction), distribution and delivery of the Preliminary Official Statement, the Official Statement and this Contract of Purchase, in reasonable quantities, fees of rating agencies, fees and expenses of the financial advisor to the Authority or the District, fees and expenses of the verification agent and fees and expenses of Bond Counsel and Counsel for the Authority or the District, shall be borne by the Underwriters. The Authority shall reimburse the Underwriters, as part of the underwriters' discount set forth in Section 1, for the expenses of the Underwriters, including underwriters' counsel, any fees paid to the California Debt Investment and Advisory Commission, the Public Securities Association, the California Public Securities Association, DALNET, the Depository Trust Company or to obtain CUSIP numbers for the Bonds, any day loan charge and miscellaneous expenses previously approved by the Authority. Except as indicated above, all other out-of-pocket expenses of the Underwriters, including traveling and other expenses and the fees and expenses of Counsel for the Underwriters, shall be paid by the Underwriters.

10. Any notice or other communication to be given to the Authority or the District under this Contract of Purchase may be given by delivering the same in writing to Treasurer/Tax Collector, 434 Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012, Attention: Finance Officer, or to such other person as he may designate in writing, and any notice or other communication to be given to the Representative under this Contract of Purchase (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing to Lehman Brothers Inc., 1100 Glendon Avenue, 11th Floor, Los Angeles, California 90024, Attention: Kevin O'Brien. The approval of the Underwriters when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing signed by the Representative and delivered to the Authority and the District.

Treasurer and Tax Collector
of the County of Los Angeles

LOS ANGELES COUNTY REGIONAL PARK
AND OPEN SPACE DISTRICT

By _____
Mark J. Saladino
Treasurer and Tax Collector
of the County of Los Angeles

APPROVED AS TO FORM BY
RAYMOND FORTNER, JR., COUNTY
COUNSEL

By _____
Principal Deputy County Counsel

EXHIBIT B

$_____

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY
REFUNDING REVENUE BONDS, SERIES 2005A

Maturity Schedule

Maturity Date (October 1)	Principal Amount	Rate	Yield	Price
2005				
2006				
2007				
2008				
2009				
2010				
2011				
2012				
2013				
2013				
2016				
2019				

_____, 2005

LEHMAN BROTHERS INC.
1100 Glendon Avenue, 11th Floor
Los Angeles, California 90024

Ladies and Gentlemen:

With respect to the proposed sale to you of its Refunding Revenue Bonds, Series 2005A (Los Angeles County Regional Park and Open Space District) (the **"Bonds"**), the Los Angeles County Public Works Financing Authority (the **"Authority"**) has delivered to you a Preliminary Official Statement, dated _____, 2005 relating to the Bonds (the **"Preliminary Official Statement"**). The Authority, for purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission, deems the Preliminary Official Statement to be final as of its date, except for the omission of no more than the following information: the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, dates of mandatory sinking fund payments, delivery dates, ratings, and any other terms of the Bonds relating to such matters.

Sincerely,

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY

By: _____

Name: Mark J. Saladino
Title: Treasurer and Tax Collector of the County of Los Angeles

HD&W Fourth Draft - 12/28/04

PURCHASE AGREEMENT FOR PURCHASE AND SALE OF DISTRICT BONDS

This Purchase Agreement for Purchase and Sale of District Bonds, dated as of February 1, 2005 (the "Agreement") by and between the LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT (the "District"), and the LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY (the "Authority"):

W I T N E S S E T H:

WHEREAS, the Authority has previously issued its Revenue Bonds, Series 1997A (the "1997 Authority Bonds") under the provisions of an Authority Master Indenture of Trust (the "Authority Master Indenture"), and an Authority First Supplemental Indenture of Trust (the "Authority First Supplemental Indenture"), each dated as of November 1, 1997, and each by and between the Authority and the Auditor-Controller of the County of Los Angeles, as fiscal agent (the "Fiscal Agent"), presently outstanding in the aggregate principal amount of $356,645,000;

WHEREAS, the 1997 Authority Bonds bear interest at the rates and mature on the dates and subject to prior redemption as set forth in the Authority First Supplemental Indenture, and the Authority has determined to refund a portion of the 1997 Authority Bonds in the principal amount of $_____ (the "Authority Refunded Bonds"); and

WHEREAS, the District has previously issued, pursuant to the District Master Indenture of Trust, dated as of November 1, 1997, as supplemented by the District First Supplemental Indenture of Trust, each by and between the District and the Auditor-Controller of the County of Los Angeles, its Limited Obligation Improvement Bonds, Series 1997A (the "1997 District Bonds"), which are presently held by the Authority and outstanding in the aggregate principal amount of $356,645,000; and

WHEREAS, the District presently desires to issue and sell a series of the District Bonds in an aggregate principal amount not to exceed $_____ (the "Series 2005A District Bonds") and to apply the proceeds to effect the refunding of a portion of the 1997 District Bonds in the principal amount of $_____ as set forth on Schedule I attached hereto (the "District Refunded Bonds"); and

WHEREAS, the Authority's Refunding Revenue Bonds, Series 2005A (the "Series 2005A Authority Bonds"), are being issued pursuant to the Authority Master Indenture, as supplemented, including by the Authority Second Supplemental Indenture of Trust, dated as of February 1, 2005, by and between the Authority and the Fiscal Agent (the "Authority Second Supplemental Indenture" and, together with the Authority Master Indenture, the Authority First Supplemental Indenture, the "Authority Indenture"), capitalized terms used but not defined herein shall have the meanings established for purposes of the Authority Indenture; and

WHEREAS, concurrently with the issuance of the Series 2005A Authority Bonds, the District is issuing its Limited Obligation Improvement Bonds, Series 2005A (the "Series 2005A District Bonds") pursuant to a District Master Indenture of Trust, dated as of November

1, 1997 (the "District Master Indenture"), as supplemented, including by a District Second Supplemental Indenture of Trust, dated as of February 1, 2005, each by and between the District and the Auditor-Controller, as Fiscal Agent (the "District Second Supplemental Indenture" and, together with the District Master Indenture, the "District Indenture"); and

WHEREAS, the Authority will enter into an Escrow Agreement, dated as of February 1, 2005 (the "Escrow Agreement") by and between itself and U.S. Bank National Association, a national banking association organized and existing under and by virtue of the laws of the United States of America with a corporate trust office located in Los Angeles, California, as Escrow Holder, for the purpose of refunding the Authority Refunded Bonds; and

WHEREAS, all acts precedent to and conditional for the issuance and sale of the Series 2005A District Bonds and Series 2005A Authority Bonds have been taken;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Upon the terms and conditions and upon the basis of the representations herein set forth, the Authority hereby agrees to purchase from the District, and the District hereby agrees to sell to the Authority, all (but not less than all) of the Series 2005A District Bonds, subject to the sale and delivery of the Series 2005A Authority Bonds to the Underwriters from the Authority. The Authority expects to apply the proceeds of the Series 2005A Authority Bonds (i) to advance refund the Authority Refunded Bonds and (ii) to finance the costs of issuance of the Series 2005A Authority Bonds and the Series 2005A District Bonds.

2. Concurrently with the execution of this Agreement, the Authority shall (A) cause the transfer of $_____ on deposit in the 1997A Reserve Account of the Reserve Fund to the Escrow Holder for deposit into the Escrow Fund, (B) cause the transfer of $_____ on deposit in the 1997A Reserve Account of the Reserve Fund to the 2005A Reserve Account of the Reserve Fund, and (C) cause the transfer of $_____ of the proceeds of the Series 2005A Authority Bonds and any other amounts held in connection with the Authority Refunded Bonds to the Escrow Holder for deposit into the Escrow Fund. Upon delivery of the Series 2005A Authority Bonds, and refunding of the Authority Refunded Bonds, the Authority will deliver to the District the District Refunded Bonds in accordance with the District Master Indenture. It is hereby agreed that upon such delivery to the District, such District Refunded Bonds shall be and are hereby deemed paid in accordance with and in satisfaction of Article VII of the District Master Indenture, and the District Refunded Bonds shall no longer be secured by or entitled to the benefits of the District Master Indenture, except as otherwise provided in Section 7.02 thereof. The District shall prepare and deliver new 1997 District Bonds to the Authority for those maturities that are partially refunded by the issuance of the Series 2005A District Bonds, as set forth on Schedule II attached hereto.

3. At or prior to the Closing, the Authority shall have purchased from the District, and the District shall have delivered to the Authority, all (but not less than all) of the Series 2005A District Bonds.

4. The Authority and the District hereby agree that they will not take any action or fail to take any action which would affect adversely the exclusion from gross income for federal income tax purposes of interest on the Series 2005A District Bonds and Series 2005A Authority Bonds.

5. If any one or more of the covenants or agreements provided in this Agreement on the part of the parties hereto to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

6. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original and shall constitute and be but one and the same instrument.

7. This Agreement shall be governed by the applicable law of the State of California.

8. This Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such holders, but only: (i) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the Authority; (ii) to cure, correct or supplement any ambiguous or defective provision contained herein; or (iii) in regard to questions arising hereunder as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the holders of the Series 2005A Authority Bonds, and that such amendment will not cause interest on the Series 2005A Authority Bonds to become subject to inclusion in gross income for purposes of federal income taxation.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT

By:_____
Authorized Signatory

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY

By:_____
Authorized Signatory

Schedule I

(See attached)

Schedule II

(See attached)

DRAFT

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED JANUARY _____, 2005

NEW ISSUE – BOOK-ENTRY ONLY

RATINGS: Standard & Poor's: __
Moody's: __
See "Ratings" herein

In the opinion of Hawkins Delafield & Wood LLP, Bond Counsel to the Authority, under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the Series 2005A Authority Bonds is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) interest on the Series 2005A Authority Bonds is not treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code; such interest, however, is included in the adjusted current earnings of certain corporations for purposes of calculating the alternative minimum tax imposed on such corporations. In addition, in the opinion of Bond Counsel to the Authority, under existing statutes, interest on the Series 2005A Authority Bonds is exempt from personal income taxes imposed by the State of California. See "Tax Matters" herein.

$_____*

Los Angeles County Public Works Financing Authority
Refunding Revenue Bonds Series 2005A
(Los Angeles County Regional Park and Open Space District)

Dated: Date of Delivery **Due: October 1, as shown on the inside cover page**

The Series 2005A Authority Bonds are being issued by the Los Angeles County Public Works Financing Authority, a joint exercise of powers entity organized under the laws of the State of California (the "Authority"), pursuant to an Authority Master Indenture of Trust (the "Master Indenture") dated as of November 1, 1997 and an Authority Second Supplemental Indenture of Trust dated as of February 1, 2005 (the "Second Supplemental Indenture" and together with the Master Indenture, the "Indenture"), each by and between the Authority and the Auditor-Controller of the County of Los Angeles, as fiscal agent (the "Fiscal Agent"). The Series 2005A Authority Bonds are being issued (i) to advance refund a portion of the outstanding principal amount of the Authority's Revenue Bonds, Series 1997A (Los Angeles County Regional Park and Open Space District) (the "Series 1997A Authority Bonds") which were issued to assist the Los Angeles County Regional Park and Open Space District (the "District") in financing the acquisition, restoration, improvement and preservation of beach, park, wildlife and open space resources within the District (the "Projects"), and (ii) to pay for costs of issuance incurred in connection with the issuance of the Series 2005A Authority Bonds and the Series 2005A District Bonds (as defined below). See "PLAN OF REFUNDING," "THE SERIES 2005A AUTHORITY BONDS" and "ESTIMATED SOURCES AND USES OF FUNDS." The District shall levy and collect annual assessments on the approximately 2.2 million parcels within its boundaries, which are coterminous with the boundaries of the County of Los Angeles (the "County"), in an amount sufficient to provide for the debt service payments on the Series 2005A Authority Bonds, subject to a maximum annual assessment.

See "SECURITY FOR THE SERIES 2005A AUTHORITY BONDS," Appendix A — "THE DISTRICT – Rate and Method of Assessment" and "– Excerpts of Engineer's Report," and Appendix B — "Summary of Certain Provisions of the Legal Documents."

The Series 2005A Authority Bonds will be issuable in denominations of $5,000 or any integral multiple thereof. The Series 2005A Authority Bonds will be delivered in fully registered form only, and, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Series 2005A Authority Bonds. Ownership interests in the Series 2005A Authority Bonds may be purchased in book-entry form only. Principal of, premium, if any, and interest on the Series 2005A Authority Bonds will be paid by U.S. Bank National Association, as paying agent (the "Paying Agent"), to DTC or its nominee, which will in turn remit such payment to its Participants for subsequent disbursement to the beneficial owners of interests in the Series 2005A Authority Bonds. See Appendix E — "BOOK-ENTRY-ONLY SYSTEM." Interest on the Series 2005A Authority Bonds is payable on April 1 and October 1 of each year, commencing on April 1, 2005. See "THE SERIES 2005A AUTHORITY BONDS."

The Series 2005A Authority Bonds are subject to optional and mandatory sinking fund redemption as described herein. See "THE SERIES 2005A AUTHORITY BONDS – Redemption."

THE SERIES 2005A AUTHORITY BONDS ARE SPECIAL, LIMITED OBLIGATIONS PAYABLE SOLELY FROM CERTAIN PAYMENTS RECEIVED BY THE AUTHORITY FROM THE DISTRICT, WHICH INCLUDE PLEDGED ASSESSMENTS. NEITHER THE SERIES 2005A AUTHORITY BONDS NOR THE OBLIGATION OF THE DISTRICT TO MAKE PAYMENTS CONSTITUTES AN INDEBTEDNESS OF THE AUTHORITY, THE COUNTY, THE DISTRICT, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION, OR A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY. THE OBLIGATION OF THE AUTHORITY TO PAY PRINCIPAL OF OR INTEREST ON THE SERIES 2005A AUTHORITY BONDS DOES NOT CONSTITUTE AN OBLIGATION OF THE AUTHORITY FOR WHICH THE AUTHORITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE AUTHORITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE AUTHORITY HAS NO TAXING POWER.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND PRICES OR YIELDS
(see inside cover page)

This cover page contains information for quick reference only. It is not a summary of this issue. Potential purchasers must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Series 2005A Authority Bonds will be offered when, as and if issued, and received by the Underwriters, subject to the approval as to their legality by Hawkins Delafield & Wood LLP, Los Angeles, California, Bond Counsel to the Authority, and certain other conditions. Certain legal matters will be passed upon for the Underwriters by their counsel, Squire, Sanders & Dempsey L.L.P., Los Angeles, California, and for the Authority and the District by the Los Angeles County Counsel. It is anticipated that the Series 2005A Authority Bonds will be available for delivery through the facilities of DTC in New York, New York on or about February ___, 2005.

LEHMAN BROTHERS Inc. **UBS FINANCIAL SERVICES, INC.**

Dated: January ___, 2005

• Preliminary, subject to change.

MATURITY SCHEDULE*

$_____ Serial Bonds

Maturity Date (October 1)	Amount $	Rate Interest %	Price or Yield %	CUSIP†	Maturity Date (October 1)	Amount $	Rate Interest %	Price or Yield %	CUSIP†

$_____ ___% Term Bonds due October 1, 20__ Price: ___% CUSIP:

* Preliminary, subject to change.

† CUSIP data, copyright 2003, American Bankers Association. CUSIP data herein are set forth for convenience of reference only. The District and the Authority assume no responsibility for the accuracy of such data.

$_____

Los Angeles County Public Works Financing Authority
Refunding Revenue Bonds Series 2005A
(Los Angeles County Regional Park and Open Space District)

Board of Supervisors

Gloria Molina
First District, Chair

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Violet Varona-Lukens
Executive Officer-Clerk
Board of Supervisors

County Officials

David E. Janssen
Chief Administrative Officer

Raymond G. Fortner, Jr.
County Counsel

J. Tyler McCauley
Auditor-Controller

Mark J. Saladino
Treasurer and Tax Collector

Los Angeles County Regional Park and Open Space District Official

Russ Guiney
Interim Director, Department of Parks and Recreation

Fiscal Agent
Auditor-Controller of the County of Los Angeles

Paying Agent
U.S. Bank National Association

Financial Advisor
Public Resources Advisory Group

Bond Counsel
Hawkins Delafield & Wood LLP

No dealer, broker, salesperson or other person has been authorized by the Authority, the County, the District or the Underwriters to give any information or to make any representations other than as set forth herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the Authority, the District, the County or the Underwriters. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2005A Authority Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Series 2005A Authority Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of facts.

The information set forth in this Official Statement has been obtained from official sources and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by the Underwriters. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Authority, the District or the County since the date hereof. This Official Statement is submitted in connection with the sale of the Series 2005A Authority Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2005A AUTHORITY BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING TRANSACTIONS, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY OFFER AND SELL THE SERIES 2005A AUTHORITY BONDS TO CERTAIN DEALERS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE OF THIS OFFICIAL STATEMENT, AND SUCH PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget," "intend," "projection" or other similar words. Such forward-looking statements include, but are not limited to, certain statements contained in the information in Appendix A—"THE DISTRICT."

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVES KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE DISTRICT AND THE AUTHORITY ARE NOT OBLIGATED TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN THEIR EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

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$_____
Los Angeles County Public Works Financing Authority
Refunding Revenue Bonds Series 2005A
(Los Angeles County Regional Park And Open Space District)

INTRODUCTION

The following introduction presents a brief description of certain information in connection with the Series 2005A Authority Bonds and is qualified in its entirety by reference to the entire Official Statement and the documents summarized or described herein. References to, and summaries of, provisions of the Constitution and the laws of the State of California and any documents referred to herein do not purport to be complete and such references are qualified in their entirety by reference to the complete provisions. Capitalized terms used in this Official Statement and not defined elsewhere herein have the meanings given such terms under the applicable indenture. See Appendix B — "SUMMARY OF CERTAIN PROVISIONS OF THE LEGAL DOCUMENTS - DEFINITIONS OF CERTAIN TERMS."

General Description

This Official Statement, including the cover page, the inside cover page and attached Appendices (the "Official Statement"), provides certain information concerning the issuance by the Los Angeles County Public Works Financing Authority, a joint exercise of powers entity organized under the laws of the State of California (the "Authority") of its Refunding Revenue Bonds, Series 2005A (Los Angeles County Regional Park and Open Space District) (the "Series 2005A Authority Bonds") in the aggregate principal amount of $_____. The Series 2005A Authority Bonds will be issued and delivered pursuant to an Authority Master Indenture of Trust dated as of November 1, 1997, as amended (the "Master Indenture") and an Authority Second Supplemental Indenture of Trust dated as of February 1, 2005 (the "Second Supplemental Indenture" and, together with the Master Indenture, the "Indenture"), each by and between the Authority and the Auditor-Controller of the County of Los Angeles, as fiscal agent (the "Fiscal Agent"). The Series 2005A Authority Bonds are being issued (i) to advance refund a portion of the Authority's Revenue Bonds, Series 1997A (Los Angeles County Regional Park and Open Space District) (the "Series 1997A Authority Bonds") originally issued pursuant to the Master Indenture and a First Supplemental Indenture of Trust, dated as of November 1, 1997 (the "Prior Indenture") which were issued to assist the Los Angeles County Regional Park and Open Space District (the "District") in financing the acquisition, restoration, improvement and preservation of beach, park, wildlife and open space resources within the District (the "Projects"), and (ii) to pay for costs of issuance incurred in connection with the issuance of the Series 2005A Authority Bonds and the Series 2005A District Bonds (as defined below). See "PLAN OF REFUNDING," "THE SERIES 2005A AUTHORITY BONDS" and "ESTIMATED SOURCES AND USES OF FUNDS."

General Terms of the Series 2005A Authority Bonds

The Series 2005A Authority Bonds will mature on the dates and in the principal amounts as set forth on the inside cover page of this Official Statement. Interest on the Series 2005A Authority Bonds is payable on April 1 and October 1, commencing on April 1, 2005, computed at the rates set forth on the inside cover page of this Official Statement on the basis of a 360-day year comprised of twelve 30-day months, until the maturity or earlier redemption thereof (the "Interest Payment Dates"). The Series 2005A Authority Bonds will be issuable in denominations of $5,000 or any integral multiple thereof. The Series 2005A Authority Bonds are subject to optional and mandatory sinking fund redemption. See "THE SERIES 2005A AUTHORITY BONDS."

Book-Entry-Only

The Series 2005A Authority Bonds will be issuable in fully registered form only and, when issued and delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as the depository of the Series 2005A Authority Bonds and all payments due on the Series 2005A Authority Bonds will be made to DTC or its nominee. Ownership interests in the Series 2005A Authority Bonds may be purchased in book-entry form only. See Appendix E – "BOOK-ENTRY-ONLY SYSTEM."

Source of Payment for the Series 2005A Authority Bonds and the Series 2005A District Bonds

The Series 2005A Authority Bonds are payable from and secured by, among other moneys, Pledged Assessments (as defined below) received by the District and payable with respect to the $_____ aggregate principal amount of Los Angeles County Regional Park and Open Space District Limited Obligation Improvement Bonds, Series 2005A (the "Series 2005A District Bonds") which are being purchased by the Authority simultaneously with the delivery of its Series 2005A Authority Bonds. See "SECURITY FOR THE SERIES 2005A AUTHORITY BONDS." The Series 2005A Authority Bonds, the Series 1997A Authority Bonds that are not refunded by the Series 2005A Authority Bonds (the "Nonrefunded Series 1997A Authority Bonds") and any additional bonds which may be issued under the Master Indenture are collectively referred to herein as the "Authority Bonds."

The District's boundaries are coterminous with the boundaries of the County of Los Angeles (the "County"), encompassing 4,083 square miles and containing approximately 2.2 million parcels. The District was formed and the levy of the maximum annual initial assessment within the District was established at $9.39 per benefit point (the "Initial Assessment") pursuant to an official act of the County Board of Supervisors as set forth in its Order of March 17, 1992 (the "1992 Order"). The Initial Assessment was approved by 63.9% of voters within the County voting on the matter on November 3, 1992. The 1992 Order was amended by a resolution of the County Board of Supervisors adopted on June 18, 1996 (the "Resolution") to establish the levy of an additional maximum annual assessment at $5.07 per benefit point (the "Additional Assessment" and, together with the Initial Assessment, the "Assessment"). The Additional Assessment was approved by 65.1% of voters within the County voting on the matter on November 5, 1996. The 1992 Order, as amended by the Resolution (the "Order") provides that a minimum of 80% (but not more than 85%) of all proceeds of annual Assessments collected by the District shall be used for capital outlay projects, including, but not limited to, the acquisition and improvement of real property and the servicing of bonds, notes or other evidences of indebtedness issued by the District. Pursuant to the Order, the Initial Assessment and the Additional Assessment shall be levied for a period of twenty-two (22) years beginning with the fiscal year in which such assessment was first levied and collected by the District, subject to a maximum annual assessment. See "SECURITY FOR THE SERIES 2005A AUTHORITY BONDS," and Appendix A — "THE DISTRICT – Rate and Method of Assessment" and "– Excerpts of Engineer's Report."

Under the provisions of a District Master Indenture of Trust, dated as of February 1, 2005, as amended (the "District Master Indenture") and a District Second Supplemental Indenture of Trust, dated as of February 1, 2005 (the "District Second Supplemental Indenture" and, together with the District Master Indenture, the "District Indenture"), each by and between the District and the Fiscal Agent, all Assessments and the proceeds of any foreclosure proceedings attributable thereto, less the amounts deducted and set aside for service, maintenance and administrative expenses in accordance with the Order (the "Pledged Assessments"), are pledged to payment of principal of, premium, if any, and interest on the Series 2005A District Bonds, the Series 1997A District Bonds that are not refunded by the Series 2005A Authority Bonds (the "Nonrefunded Series 1997A District Bonds") and any additional bonds which may be issued under the District Master Indenture (the Series 2005A District Bonds together with the

Nonrefunded Series 1997A District Bonds, the "District Bonds"). Pursuant to applicable law and the Order, the annual Assessments shall include an amount sufficient to provide for annual debt service on the Nonrefunded Series 1997A Authority Bonds and the Series 2005A Authority Bonds, subject to a maximum annual assessment, and shall be included on the regular County tax bills for parcels of property against which there are assessments. See "SECURITY FOR THE SERIES 2005A AUTHORITY BONDS," Appendix A — "THE DISTRICT – Rate and Method of Assessment" and "– Excerpts of Engineer's Report" and Appendix B — "SUMMARY OF CERTAIN PROVISIONS OF THE LEGAL DOCUMENTS – The District Master Indenture." Under the District Master Indenture, the District covenants that, unless otherwise required by applicable law, the District shall not take, or cause to be taken, any action that will result in the reduction of the amount of the levy of Pledged Assessments with respect to any Fiscal Year below an aggregate amount equal to 1.15 times the Maximum Annual Debt Service on all Outstanding District Bonds and any District Bonds that the District reasonably expects to be issued during the then-present Fiscal Year. See Appendix A — "THE DISTRICT" and Appendix B — "SUMMARY OF CERTAIN PROVISIONS OF THE LEGAL DOCUMENTS – The District Master Indenture."

The proceeds of any additional Authority Bonds hereafter issued will be applied to purchase additional District Bonds hereafter issued by the District in accordance with the Order and under and pursuant to the District Indenture. The District Bonds, including the Series 2005A District Bonds, are secured on a parity basis by a first lien and charge on and pledge of Pledged Assessments. Additional series of Authority Bonds may be issued under and pursuant to the provisions of the Master Indenture as is deemed appropriate by the Authority and the District to provide funds, through the purchase of additional District Bonds, to assist the District to finance capital outlay projects of the District, including, but not limited to, the acquisition and improvement of real property and the servicing of bonds, notes or other evidences of indebtedness issued by the District. The Series 2005A Authority Bonds, the Nonrefunded Series 1997A Authority Bonds and such additional Authority Bonds issued from time to time in accordance with the Master Indenture and any supplemental indenture shall have an equal lien and charge upon the Pledged Revenues. See "SECURITY FOR THE SERIES 2005A AUTHORITY BONDS – Additional Bonds" and Appendix B — "SUMMARY OF CERTAIN PROVISIONS OF THE LEGAL DOCUMENTS - The Master Indenture."

Reserve Account

A reserve account (the "2005A Reserve Account") will be established within the Los Angeles County Regional Park and Open Space District Limited Obligation Improvement Bonds Reserve Fund (the "Reserve Fund") held under the District Indenture in order to secure the payment of principal of and interest on the District Bonds. The Reserve Fund will be funded to equal the Reserve Requirement which is defined as an amount equal, as of any date of calculation, to the least of (i) 10% of the original principal amount of the District Bonds, (ii) 125% of the average amount of principal and interest becoming due and payable on the District Bonds during each full Fiscal Year after the date of calculation, or (iii) the greatest amount of principal and interest becoming due and payable on all District Bonds in any six calendar month period after the date of calculation. The initial deposit to the 2005A Reserve Account will be made from the transfer of amounts previously on deposit in the 1997A Reserve Account. See "ESTIMATED SOURCES AND USES OF FUNDS." If on any interest payment date for the Series 2005A District Bonds the amounts on deposit under the District Indenture to pay the principal of and interest due on the Series 2005A District Bonds are insufficient therefor, amounts in the 2005A Reserve Account shall be applied to make up such deficiencies. Deposits are required to be made to the 2005A Reserve Account to restore any deficiency therein from Pledged Assessments and Investment Earnings to the extent required under the District Indenture. See "SECURITY FOR THE SERIES 2005A AUTHORITY BONDS – Reserve Account" and Appendix B — "SUMMARY OF CERTAIN

PROVISIONS OF THE LEGAL DOCUMENTS – The District Master Indenture – District Pledged Revenues and Funds – Reserve Fund; 2005A Reserve Account."

Additional Bonds

Under the Master Indenture, the Authority may issue additional Authority Bonds for the purpose of refunding bonds previously issued by the Authority and assisting the District with the financing of additional capital outlay projects and grants of the District set forth in the Order through the purchase of additional District Bonds. Under the District Indenture, the District may issue such additional District Bonds on a parity with the Outstanding District Bonds so long as, among other things, there shall first be delivered to the Fiscal Agent a certificate of the County certifying that, based upon a review of the books and records maintained by the District for each fiscal year, the product of (i) the total number of benefit points in the District as of the last day of the Fiscal Year ended next prior to the date on which such District Bonds are to be issued times (ii) 80% of the maximum dollar amount per benefit point at which Assessments are authorized to be levied in each Fiscal Year thereafter during which District Bonds are scheduled to be outstanding times (iii) the percentage, as certified by the Auditor-Controller of the County, of the County's secured property tax levy for such prior Fiscal Year actually collected during such prior Fiscal Year, equals at least 1.15 times the Maximum Annual Debt Service in any Fiscal Year thereafter on all District Bonds to be Outstanding immediately subsequent to the issuance of the additional District Bonds. Under the District Indenture, the District may issue refunding bonds on a parity with outstanding District Bonds without meeting the test set forth above so long as a certificate of the County is delivered showing that the Annual Debt Service in each year on the refunding bonds of the District will not exceed the Annual Debt Service in each year that would have been payable with respect to the refunded bonds of the District had the refunding bonds of the District not been issued. See "SECURITY FOR THE SERIES 2005A AUTHORITY BONDS" and Appendix B — "SUMMARY OF CERTAIN PROVISIONS OF THE LEGAL DOCUMENTS – The District Master Indenture."

At the time of issuance of the Series 2005A District Bonds, the County will certify that the requirements to the issuance of the Series 2005A Authority Bonds and Series 2005A District Bonds have been met.

The Authority

The Authority is a joint exercise of powers entity formed by agreement pursuant to Articles 1 through 4, Chapter 5, Division 7, Title 1 of the California Government Code. For additional information regarding the Authority see "THE AUTHORITY."

The District

The District is duly organized and existing under the laws of the State of California (the "State"), pursuant to Division 5 of the California Public Resources Code and the Order. The District's boundaries are coterminous with the boundaries of the County. The District covers 4,083 square miles and includes approximately 2.2 million parcels. See "THE DISTRICT" and Appendix A — "THE DISTRICT."

Limited Obligation

THE SERIES 2005A AUTHORITY BONDS ARE SPECIAL, LIMITED OBLIGATIONS PAYABLE SOLELY FROM CERTAIN PAYMENTS RECEIVED BY THE AUTHORITY FROM THE DISTRICT, WHICH INCLUDE PLEDGED ASSESSMENTS. NEITHER THE SERIES 2005A AUTHORITY BONDS NOR THE SERIES 2005A DISTRICT BONDS CONSTITUTES AN INDEBTEDNESS OF THE AUTHORITY, THE COUNTY, THE DISTRICT, THE STATE OF

CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION, OR A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY. THE OBLIGATION OF THE AUTHORITY TO PAY PRINCIPAL OF OR INTEREST ON THE SERIES 2005A AUTHORITY BONDS DOES NOT CONSTITUTE AN OBLIGATION OF THE AUTHORITY FOR WHICH THE AUTHORITY IS OBLIGATED TO LEVY OR PLEDGE ANY FORM OF TAXATION OR FOR WHICH THE AUTHORITY HAS LEVIED OR PLEDGED ANY FORM OF TAXATION. THE AUTHORITY HAS NO TAXING POWER.

Continuing Disclosure

The District has covenanted in the District Indenture to provide, or cause to be provided, to each nationally recognized municipal securities information repository and any public or private repository or entity designated by the State as a state repository and any public or private repository for purposes of Rule 15c2–12(b)(5) adopted by the Securities and Exchange Commission certain annual financial information and operating data of the type set forth herein including, but not limited to, its Audited Financial Statements and, in a timely manner, notice of certain material events. See "Continuing Disclosure" for a description of the specific nature of the annual report and notices of material events and a summary description of the terms of the disclosure undertaking pursuant to which such reports and notices are to be made. These covenants have been made in order to assist the Underwriters in complying with Rule 15c2–12(b)(5) of the Securities and Exchange Commission. The District has never failed to comply with said Rule regarding the filing of annual reports or notices of material events. The County has never failed to comply in all material respects with any previous undertakings with regard to said Rule to provide annual reports or notices of material events.

The Authority has determined that no financial or operating data concerning the Authority is material to any decision to purchase, hold or sell the Series 2005A Authority Bonds and the Authority will not provide any such information. The Authority shall have no liability to the holders of the Series 2005A Authority Bonds with respect to the disclosure obligations undertaken by the District.

PLAN OF REFUNDING

The proceeds of the Series 2005A Authority Bonds will be applied (i) to advance refund a portion of the Series 1997A Authority Bonds, and (ii) to pay for costs of issuance incurred in connection with the issuance of the Series 2005A Authority Bonds and the Series 2005A District Bonds. See "THE SERIES 2005A AUTHORITY BONDS" and "ESTIMATED SOURCES AND USES OF FUNDS." The proceeds of the sale of the Series 2005A Authority Bonds to be applied to advance refund the Series 1997A Authority Bonds will be deposited into an Escrow Fund pursuant to an escrow agreement dated as of February 1, 2005 (the "Escrow Agreement") by and between the Authority and U.S. Bank National Association, as escrow holder (the "Escrow Holder"), which amounts, together with amounts transferred from certain funds held under the Prior Indenture, will be invested and reinvested in Government Obligations, as defined in the Indenture (the "Escrow Securities").

The Series 2005A Authority Bonds are being issued to advance refund the following Authority Bonds as set forth in this table below (the "Refunded Bonds") in order to achieve debt service savings.

Authority Revenue Bonds, Series 1997A

Maturity Date	Prior CUSIP*	Refunded CUSIP*	Refunded Principal[1]	Non-Refunded CUSIP*	Non-Refunded Principal	Redemption Date	Redemption Price (%)

[1] Represents portions of the following mandatory sinking fund payments in the indicated amounts:

* CUSIP data, copyright 2003, American Bankers Association. CUSIP data herein are set forth for convenience of reference only. The District and the Authority assume no responsibility for the accuracy of such data.

ESTIMATED SOURCES AND USES OF FUNDS

The sources and uses of funds are estimated to be as follows:

Sources of Funds:	
Principal Amount of Series 2005A Authority Bonds	$_____
Premium Price of Series 2005A Authority Bonds(1)	_____
Amounts held under the Prior Indenture	_____
Total Sources	$_____
Uses of Funds:	
Escrow Fund	$_____
Transfer to 2005A Reserve Account(2)	_____
Costs of Issuance (3)	_____
Total Uses	$_____

(1) Premium is net of original issue discount.

(2) Represents amount transferred from 1997A Reserve Account.

(3) Includes amounts for legal fees, Fiscal Agent fees, financial advisory fees, rating agency fees, printing costs, Underwriters discount, other costs [and bond insurance premium.]

THE SERIES 2005A AUTHORITY BONDS

General

The Series 2005A Authority Bonds will mature on the dates and in the principal amounts, and the interest thereon shall be computed at the rates, all as set forth on the inside cover page of this Official Statement. Interest on the Series 2005A Authority Bonds is payable on April 1 and October 1 of each year, commencing on April 1, 2005, computed on the basis of a 360-day year comprised of twelve 30-day months, until the maturity or earlier redemption thereof (the "Interest Payment Dates"). Ownership interests in the Series 2005A Authority Bonds may be purchased in denominations of $5,000 or any integral multiple thereof in book-entry form only. Principal of and interest on the Series 2005A Authority Bonds are payable by U.S. Bank National Association, as paying agent (the "Paying Agent"), to DTC, which is obligated in turn to remit such principal and interest to DTC Participants for subsequent disbursement to Beneficial Owners of the Series 2005A Authority Bonds, as described below. See Appendix E – "BOOK-ENTRY-ONLY SYSTEM."

Redemption*

Optional Redemption. The Series 2005A Authority Bonds maturing on or after October 1, 20__ are subject to redemption prior to their respective maturity dates on or after October 1, 20__ at the option of the Authority upon written notice to the Paying Agent as provided in the Supplemental Indenture as a whole on any date or in part on any Interest Payment Date at the following redemption prices (expressed as percentages of the principal amount of the Series 2005A Authority Bonds to be redeemed), plus accrued but unpaid interest to the redemption date:

Redemption Dates (inclusive)	**Redemption Price**
October 1, 20__ through September 30, 20__	____%
October 1, 20__ through September 30, 20__	____
October 1, 20__ and thereafter	100.0

Mandatory Sinking Fund Redemption. The Series 2005A Authority Bonds maturing on October 1, 20__ are subject to mandatory redemption prior to maturity, in part, by lot, on October 1, 20__ and each October 1, thereafter prior to maturity, from sinking fund installments on deposit in the Bond Principal Account of the 2005A Debt Service Fund, at a redemption price equal to the principal amount of such Series 2005A Authority Bonds to be redeemed, without premium, plus accrued but unpaid interest to the redemption date as indicated on the following table:

Sinking Account Installment Date (October 1)	**Principal Amount**
20__	$_____
20__	_____
20__ (maturity)	_____

Selection of Bonds for Redemption. Whenever less than all Outstanding Series 2005A Authority Bonds are to be redeemed, the Authority may direct the principal amount of each maturity to be redeemed. Within a maturity, the Paying Agent shall select bonds for redemption by lot, in such manner as the Paying Agent shall determine; provided, however, that the portion of any Series 2005A Authority Bond to be redeemed shall be in denominations of $5,000 or any integral multiple thereof and all Series 2005A Authority Bonds to remain Outstanding after any redemption in part shall be in denominations of $5,000 or any integral multiple thereof. In the event the Series 2005A Authority Bonds maturing on October 1, 20__ or October 1, 20__ are redeemed in part in, pursuant to optional redemption provisions, the Authority shall specify to the Paying Agent the sinking fund installments due thereon to be redeemed.

Notice of Redemption. Whenever redemption is authorized or required under the Indenture, the Paying Agent is required to mail to affected Bondholders a notice of redemption, containing the information required by the Indenture, by first-class mail, postage prepaid, at least 30 days but no more than 45 days before the date of any such redemption date. At least 30 days prior to the redemption date, such redemption notice shall be published one time in *The Bond Buyer* or *The Wall* Street *Journal*, or, if such publications are impractical or unlikely to reach a substantial number of the Bondholders of the Series 2005A Authority Bonds, in some financial newspaper selected by the Paying Agent which regularly carries similar notices of redemption for obligations similar to the Series 2005A Authority

* Preliminary, subject to change.

Bonds. While the Series 2005A Authority Bonds are held by DTC or its nominee, all such mailed notices shall be sent to the DTC, or its nominee, as the registered Owner of the Series 2005A Authority Bonds. See "The Series 2005A Authority Bonds – Book-Entry-Only System."

Neither the failure of an Owner to receive any such notice, nor the failure to give such notice to certain depositories or information services as required by the Indenture, nor any defect in any such notice, will affect the sufficiency of the proceedings for the redemption of any Series 2005A Authority Bonds.

If on a redemption date for Series 2005A Authority Bonds money sufficient to pay the redemption price of all of the Series 2005A Authority Bonds to be redeemed, together with interest to such redemption date, shall be held in trust so as to be available therefor on such redemption date, and if a redemption notice shall have been given substantially as required by the Master Indenture, interest on the Series 2005A Authority Bonds to be redeemed will cease to accrue from and after such redemption date.

SECURITY FOR THE SERIES 2005A AUTHORITY BONDS

Pledge of Assessments

The Series 2005A Authority Bonds are payable from and secured by, among other moneys, Pledged Assessments received by the District and payable with respect to the Series 2005A District Bonds which are being purchased by the Authority simultaneously with the delivery of its Series 2005A Authority Bonds. See "INTRODUCTION" – Source of Payment for the Series 2005A Authority Bonds and Series 2005A District Bonds." Pursuant to Section 5506.9 of the Public Resources Code and the Order, in each of the first 20 years after the date an assessment is levied and collected, at least 80% (but not more than 85%) of all proceeds of Assessments collected by the District shall be used for capital outlay projects, including, but not limited to, the acquisition and improvement of real property and the servicing of bonds, notes or other evidences of indebtedness issued by the District. Pursuant to the Order, on an annual basis, not less than 15% (nor more than 20% as determined by the County Board of Supervisors) of all proceeds of Assessments collected by the District shall be set aside to be used only to maintain and service capital outlay projects funded with Assessments or proceeds of bonds, notes or other evidences of indebtedness issued by the District and not more than 5% of all proceeds of Assessments collected by the District may be used for costs of administration of the District. Under the District Indenture, all Assessments and the proceeds of any foreclosure proceedings attributable thereto, less the amounts deducted and set aside for service, maintenance and administrative expenses, are pledged to payment of principal of, premium, if any, and interest on the District Bonds on a parity basis, including the Series 2005A District Bonds (the "Pledged Assessments"). Pursuant to applicable law and the Order, the annual Assessments shall include an amount sufficient to provide for annual debt service on all outstanding Authority Bonds, including the Series 2005A Authority Bonds, subject to a maximum annual assessment, and shall be included on the regular County tax bills for parcels of property against which there are Assessments. See Appendix A — "THE DISTRICT – Rate and Method of Assessment" and "– Excerpts of Engineer's Report" and Appendix B — "SUMMARY OF CERTAIN PROVISIONS OF THE LEGAL DOCUMENTS – The District Master Indenture."

The District's historic debt service coverage with respect to the Assessments and a summary of Projected Debt Service Coverage available to pay debt service on the Series 2005A Authority Bonds are set forth in Appendix A — "THE DISTRICT – Historical Debt Service Coverage" and "– Assessment Projection." A summary statement of the District's collections and delinquencies for fiscal years 1999-00 through 2003-04 with respect to the collection of the Assessments is set forth in Appendix A — "THE DISTRICT – Annual Assessment."

The District has no obligation to institute judicial foreclosure proceedings in the event of a delinquency by any particular property owner in the payments of Assessments, but has covenanted to take such actions with respect to such delinquencies as are consistent with the policy of the County regarding delinquent property taxes generally. Assessments constitute fixed liens on the parcels assessed within the District and do not constitute personal indebtedness of the respective owners of such lots and parcels. Accordingly, in the event of delinquency, proceedings may be conducted only against the real property securing the delinquent Assessment. Under the District Master Indenture, the District covenants that, unless otherwise required by applicable law, the District shall not take, or cause to be taken, any action that will result in the reduction of the amount of the levy of Pledged Assessments with respect to any Fiscal Year below an aggregate amount equal to 1.15 times the Maximum Annual Debt Service on all Outstanding District Bonds and any District Bonds that the District reasonably expects to be issued during the then-present Fiscal Year. See Appendix B — "SUMMARY OF CERTAIN PROVISIONS OF THE LEGAL DOCUMENTS – The District Master Indenture" and Appendix A — "THE DISTRICT."

Limited Obligation

The Series 2005A Authority Bonds are special, limited obligations of the Authority payable solely from certain payments received by the Authority from the District, which include Pledged Assessments, and certain funds and accounts held under the Indenture. Under the Indenture, payments of principal of, premium, if any, and interest on the Series 2005A District Bonds constitute "Pledged Revenues" with respect to the Series 2005A Authority Bonds. The District Bonds are limited obligations of the District payable from and secured principally by the Pledged Assessments and also all moneys deposited and held in the funds and accounts established under the District Indenture, and all interest, profits and other income received from the investment of the Pledged Assessments. Neither the Series 2005A Authority Bonds nor the Series 2005A District Bonds constitutes an indebtedness of the Authority, the County, the District, the State or any of its political subdivisions within the meaning of any constitutional or statutory debt limitation, or a pledge of the faith and credit of the County. The obligation of the Authority to pay principal of or interest on the Series 2005A Authority Bonds does not constitute an obligation of the Authority for which the Authority is obligated to levy or pledge any form of taxation or for which the Authority has levied or pledged any form of taxation. The Authority has no taxing power. See Appendix B — "SUMMARY OF CERTAIN PROVISIONS OF THE LEGAL DOCUMENTS – The Master Indenture."

Reserve Account

The 2005A Reserve Account will be established within the Reserve Fund held under the District Indenture in an amount equal, as of any date of calculation, to the least of (i) 10% of the original principal amount of the District Bonds, (ii) 125% of the average amount of principal and interest becoming due and payable on District Bonds during each full Fiscal Year after the date of calculation, or (iii) the greatest amount of principal and interest becoming due and payable on all District Bonds in any six calendar month period after the date of calculation. The initial deposit to the 2005A Reserve Account will be made from amounts available to the District under the Prior Indenture. See "ESTIMATED SOURCES AND USES OF FUNDS". If on any interest payment date with respect to the Series 2005A District Bonds the amounts on deposit in the District Indenture to pay the principal of and interest due on the Series 2005A District Bonds are insufficient therefor, amounts in the 2005A Reserve Account shall be applied to make up such deficiencies. Deposits are required to be made to the 2005A Reserve Account to restore any deficiency therein from Pledged Assessments and Investment Earnings to the extent required under the District Indenture. See Appendix B — "SUMMARY OF CERTAIN PROVISIONS OF THE LEGAL DOCUMENTS – The District Master Indenture – District Pledged Revenues and Funds – Reserve Fund; 2005A Reserve Account."

At the option of the District, amounts required to be held in the 2005A Reserve Account may be initially provided or substituted, in whole or in part, by the deposit with the Fiscal Agent of a Reserve Fund Credit Policy in a stated amount equal to the amounts to be initially provided or so substituted, *provided* that prior to any substitution of such amounts held in the 2005A Reserve Account, the Rating Agencies shall have been notified of such proposed substitution and the substitution shall not result in a downgrading or withdrawal of any rating of any Authority Bonds or District Bonds then in effect by the Rating Agencies. See Appendix B — "SUMMARY OF CERTAIN PROVISIONS OF THE LEGAL DOCUMENTS – The District Master Indenture – District Pledged Revenues and Funds – Reserve Fund; 2005A Reserve Account."

Additional Bonds

Under the Master Indenture, the Authority may issue additional Authority Bonds for the purpose of refunding bonds previously issued by the Authority and of assisting the District with the financing of additional capital outlay projects and grants of the District set forth in the Order through the purchase of additional District Bonds. Under the District Indenture, the District may issue such additional District Bonds on a parity with the Outstanding District Bonds so long as, among other things, there shall first be delivered to the Fiscal Agent a certificate of the County certifying that, based upon a review of the books and records maintained by the District for each fiscal year, the product of (i) the total number of benefit points in the District as of the last day of the Fiscal Year ended next prior to the date on which such District Bonds are to be issued times (ii) 80% of the maximum dollar amount per benefit point at which Assessments are authorized to be levied in each Fiscal Year thereafter during which District Bonds are scheduled to be outstanding times (iii) the percentage, as certified by the Auditor-Controller of the County, of the County's secured property tax levy for such prior Fiscal Year actually collected during such prior Fiscal Year, equals at least 1.15 times the Maximum Annual Debt Service in any Fiscal Year thereafter on all District Bonds to be Outstanding immediately subsequent to the issuance of the additional District Bonds. Under the District Indenture, the District may issue refunding bonds on a parity with outstanding District Bonds without meeting the test set forth above so long as a certificate of the County is delivered showing that the Annual Debt Service in each year on the refunding bonds of the District will not exceed the Annual Debt Service in each year that would have been payable with respect to the refunded bonds of the District had the refunding bonds of the District not been issued. See Appendix B — "SUMMARY OF CERTAIN PROVISIONS OF THE LEGAL DOCUMENTS – The District Master Indenture."

At the time of issuance of the Series 2005A District Bonds, the County will certify that the requirements to the issuance of the Series 2005A Authority Bonds and Series 2005A District Bonds have been met.

Investment of Funds and Accounts

Pursuant to the Order, Assessments shall be deposited by the Fiscal Agent into the Assessment Revenue Fund. Such funds are generally deposited into the County Treasury to the credit of the proper fund of the District and invested in accordance with County investment policies. See Appendix D — "THE LOS ANGELES COUNTY POOLED SURPLUS INVESTMENTS." Pursuant to the Authority Indenture, moneys held by the Fiscal Agent in any fund or account under such indenture shall be invested in Permitted Investments pending application as provided therein. See Appendix B — "SUMMARY OF CERTAIN PROVISIONS OF THE LEGAL DOCUMENTS – The District Master Indenture."

CERTAIN RISK FACTORS

This Official Statement discusses many matters any one of which may have an impact on the security for the Series 2005A Authority Bonds and the Series 2005A District Bonds. This section highlights certain risks inherent in the transaction, but is not, and is not intended to be, a complete list or discussion of the risks associated with this transaction.

General

Pledged Assessments securing the District Bonds are determined annually based on the size and use of each parcel. A change in land use or improvements of property in the District caused by economic factors beyond the District's and the Authority's control, such as the complete or partial destruction of such property caused by, among other unforeseen events, an earthquake, other natural disaster or civil unrest, or the exemption of a property from taxation by reason of a transfer in ownership by a non-taxable entity such as the federal government or another public agency, could cause a reduction in the Pledged Assessments securing the District Bonds. Such reduction of Assessments could have an adverse impact on the District's ability to make timely payments of principal and interest on the District Bonds to the Authority and, accordingly, the Authority's ability to pay principal of and interest to holders of the Series 2005A Authority Bonds. Likewise, delinquencies in the payment of property taxes could have an adverse effect on the District's ability to make timely debt service payments to the Authority, and so effect the security of the Series 2005A Authority Bonds. The Authority has no power to levy and collect property taxes. See Appendix A — "THE DISTRICT."

Legislation or initiative measures impacting property, property tax allocation or the rate or rates of assessment may affect the security of the Series 2005A Authority Bonds. The implementation of any constitutional or legislative property tax decrease could reduce the Assessments, and accordingly, could have an adverse impact on the ability of the District to pay debt service on the District Bonds secured by the Pledged Assessments. There is no assurance that the California electorate or Legislature will not at some future time approve additional limitations which could adversely affect the security of the District Bonds.

Timing of Foreclosures

The District has no obligation to institute judicial foreclosure proceedings in the event of a delinquency by any particular property owner in the payments of Assessments, but has covenanted to take such actions with respect to such delinquencies as are consistent with the policy of the County regarding delinquent property taxes generally. Assessments are levied and collected with the County's general tax levy. Accordingly, the District anticipates collection and delinquency rates equivalent with the County's general tax levy. The County anticipates, based on current practice, that it will, on behalf of the District, foreclose any unpaid Assessment with delinquent general *ad valoreum* taxes after the fifth year of delinquency. During the past five years, delinquency rates have ranged from a high of 3.88% in Fiscal Year 1999-00 to a low of 2.94% in Fiscal Year 2003-04. Revenue projections contained in this Official Statement have assumed the Fiscal Year 2002-03 delinquency rate of 3.27%, and a ten percent redemption penalty fee as well as an average annual delinquency interest rate of 9% and the County's existing assumptions regarding delinquency recovery rates of 91% over 5 years based on a "sliding scale" of 45% recovery for year one, 22% for year two, 11% for year three, 9% for year four, and 4% for year five. The actual County delinquency interest rate is 1.5% per month (or 18% annualized). A 9% delinquency interest rate assumption is premised on straight-line collections through the fiscal year. Thus, delinquency interest rates are 9% for collections of past due assessments during the first year, 18% for the second year, 27% for the third year, 36% for the fourth year and 45% for the fifth year.

Proposition 218

An initiative measure commonly referred to as the "Right to Vote on Taxes Act" or Proposition 218 ("Proposition 218") was approved by the voters of the State of California at the November 5, 1996 general election. Proposition 218 added Article XIIIC ("Article XIIIC") and Article XIIID to the California constitution. According to the "Title and Summary" of Proposition 218 prepared by the California Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges."

Among other things, Section 3 of Article XIII states that ". . . the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge." On July 1, 1997, a bill was signed into law by the Governor of the State enacting Government Code Section 5854, which states that:

> "Section 3 of Article XIIIC of the California Constitution, as adopted at the November 5, 1996, general election, shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after that date, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights protected by Section 10 of Article I of the United States Constitution."

Accordingly, although the matter is not free from doubt, it is likely that Proposition 218 has not conferred on the voters the power to repeal or reduce the Assessments if such reduction would interfere with the timely retirement of the Series 2005A Authority Bonds.

The Authority and the District are unable to predict whether and to what extent Proposition 218 may be judicially determined to be consistent with the United States Constitution or how its terms will be interpreted and applied by the courts. The Assessment is not subject to the procedures for imposing assessments under Proposition 218 because it was approved by a majority vote of the electorate prior to the effective date of Proposition 218. However, Proposition 218 purports to permit local initiative measures which could subject the Assessments to reduction, amendment or repeal. This initiative power is not limited by the terms of Proposition 218 and, absent the application of other legal authority, could result in a local initiative measure to retroactively reduce or repeal the Assessment. Such other legal authority includes Government Code Section 5854 discussed above and the prohibition of impairment of contracts under the contract clause of the United States Constitution. Other than any impact resulting from the exercise of this initiative power, presently neither the Authority nor the District believes that Proposition 218 will have any effect on the Assessment or the Series 2005A Authority Bonds.

Future Initiatives

Proposition 218 was adopted as a ballot measure that qualified for the ballot pursuant to the State's initiative process. From time to time, other initiative measures could be adopted, which may place further limitations on the ability of the State, the County or local districts, including the District, to increase revenues or to increase appropriations which may affect the District's revenues or its ability to expend its revenues.

No Acceleration Provisions

The Series 2005A Authority Bonds do not contain a provision allowing for the acceleration of either the Series 2005A Authority Bonds or the Series 2005A District Bonds in the event of a payment default or other default under the terms of the Series 2005A Authority Bonds or the Indenture.

Funds Invested in the County Treasury

On January 24, 1996, the United States Bankruptcy Court for the Central District of California held in the case of *County of Orange v. Merrill Lynch* that a State statute providing for a priority of distribution of property held in trust conflicted with, and was preempted by, federal bankruptcy law. In that case, the court addressed the priority of the disposition of moneys held in a county investment pool upon bankruptcy of the county and held that a state statute purporting to crease a priority secured lien on a portion of such moneys was ineffective unless such moneys could be traced. Following payment of the Assessments, such funds may be invested in the name of the Fiscal Agent for a period of time in the County Treasury. See Appendix D – "THE LOS ANGELES COUNTY POOLED SURPLUS INVESTMENTS". In the event of a petition for the adjustment of County debts under Chapter 9 of the Federal Bankruptcy Code, a court might hold that the Bondowners do not have a valid and/or prior lien on the Assessments where such amounts are deposited in the County Treasury and may not provide the Bondowners with a priority interest in such amounts. In that circumstance, unless the Bondowners could "trace" the funds that have been deposited in the County Treasury, the Bondowners would be unsecured (rather than secured) creditors of the County. There can be no assurance that the Bondowners could successfully so "trace" the Assessments.

Parity Obligations

The Assessment and any penalties thereon will constitute a lien against the lots and parcels of land on which they will be annually imposed until they are paid. Such lien is on parity with all special taxes and special assessments levied by other agencies and is co-equal to and independent of the lien for general property taxes regardless of when they are imposed upon the same property. The District, however, has no control over the ability of other entities and districts to issue indebtedness secured by special taxes or assessments payable from all or a portion of the property within the District. Such additional indebtedness, if issued, would be required to satisfy applicable statutory requirements with respect to the issuance of such indebtedness. Further, the landowners within the District may, without the consent or knowledge of the District, petition other public agencies to issue public indebtedness secured by special taxes or assessments. Any such special taxes or assessments will have a lien on such property on parity with the Assessment. Accordingly, the liens on the property within the District could increase materially without any corresponding increase in the value of the property within the District and thereby reduce the ratio that exists at the time the bonds are issued between the value of the property and the debt secured by the taxes and assessments thereon. Further, the imposition of additional indebtedness could reduce the willingness and the ability of the property owners within the District to pay the Assessments when due. See Appendix A – "THE DISTRICT – Overlapping Debt" herein.

Limitations on Remedies

The enforceability of the rights and remedies of the holders of the Series 2005A Authority Bonds and the Fiscal Agent, and the obligations incurred by the District as described herein, may be subject to the following: the federal bankruptcy code and applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or affecting the enforcement of creditors' rights generally, now or hereafter in effect; usual equity principles which may limit the specific enforcement under State law of certain remedies; the exercise by the federal government of the powers delegated to it by the United States Constitution; and the reasonable and necessary exercise, in certain exceptional situations, of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose. Bankruptcy proceedings, or the exercise of powers by the federal or state government, if initiated, could subject the holders of the Series 2005A Authority Bonds to judicial discretion and interpretation of their rights in bankruptcy or otherwise, and consequently may entail risks of delay, limitations, or modifications of their rights.

THE AUTHORITY

The Authority is a public agency duly organized and existing pursuant to a Joint Exercise of Powers Agreement (the "JPA Agreement") between the Los Angeles County Flood Control District and the County dated May 18, 1993, as amended by a Certificate of Amendment dated April 26, 1994 and a Certificate of Amendment dated October 22, 1996 to, among other things, include the District as a member. The Authority is statutorily authorized by Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California and is empowered under the JPA Agreement to issue its bonds for the purposes of the plan of financing described herein. The debts, liabilities and obligations of the Authority shall not be the debts, liabilities and obligations of the members of the Authority, or any of them.

The Authority is administered by the members of the Board of Supervisors of the County acting *ex-officio* as the Board of Directors of the Authority. The Chair of the Board of Supervisors of the County, the Executive Officer-Clerk of the Board of Supervisors of the County, the Treasurer and Tax Collector of the County and the Auditor-Controller of the County shall act *ex-officio* as, respectively, the Chair, Secretary, Treasurer and Auditor-Controller of the Authority as provided in the JPA Agreement and pursuant to the California Government Code. All deputies or assistants of officers of the County shall be *ex-officio* deputies or assistants of such officers in their respective capacities as officers *ex-officio* of the Authority.

THE DISTRICT

The District was formed and the Assessments are levied pursuant to Sections 5538.9 and 5539.9 of the California Public Resources Code, the Order and the Landscaping and Lighting Act of 1972 (Sections 22500 *et seq.* of the California Streets and Highways Code). The District is governed by the County Board of Supervisors acting *ex-officio* as the Board of Directors of the District. The District's day-to-day operations are administered by the County Parks and Recreation Department (the "Department"). The District was established to improve the preservation of beaches, parks and wildlands, the construction, renovation and improvement of new and existing recreational facilities and the restoration of rivers, streams and trails in the County. The District's boundaries are coterminous with those of the County, encompass 4,083 square miles and contain approximately 2.2 million parcels. A full review of this Official Statement, including Appendix A — "THE DISTRICT," should be made by potential purchasers of the Series 2005A Authority Bonds.

TAX EXEMPTION

Opinion of Bond Counsel

In the opinion of Hawkins Delafield & Wood LLP, Bond Counsel to the Authority, under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, (i) interest on the Series 2005A Authority Bonds is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and (ii) interest on the Series 2005A Authority Bonds is not treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code; such interest, however, is included in the adjusted current earnings of certain corporations for purposes of calculating the alternative minimum tax imposed on such corporations. In rendering its opinion, Bond Counsel has relied on certain representations, certifications of fact, and statements of reasonable expectations made by the County and others in connection with the Series 2005A Authority Bonds, and Bond Counsel has assumed compliance by the County with certain ongoing covenants to comply with

applicable requirements of the Code to assure the exclusion of interest on the Series 2005A Authority Bonds from gross income under Section 103 of the Code.

In addition, in the opinion of Bond Counsel to the Authority, under existing statutes, interest on the Series 2005A Authority Bonds is exempt from personal income taxes imposed by the State of California.

Bond Counsel expresses no opinion regarding any other Federal or state tax consequences with respect to the Series 2005A Authority Bonds. Bond Counsel renders its opinion under existing statutes and court decisions as of the issue date, and assumes no obligation to update its opinion after the issue date to reflect any future action, fact or circumstance, or change in law or interpretation, or otherwise. Bond Counsel expresses no opinion on the effect of any action hereafter taken or not taken in reliance upon an opinion of other counsel on the exclusion from gross income for Federal income tax purposes of interest on the Series 2005A Authority Bonds, or under state and local tax law.

Certain Ongoing Federal Tax Requirements and Covenants

The Code establishes certain significant ongoing requirements that must be met subsequent to the issuance and delivery of the Series 2005A Authority Bonds in order that interest on the Series 2005A Authority Bonds be and remain excluded from gross income under Section 103 of the Code. These requirements include, but are not limited to, requirements relating to use and expenditure of gross proceeds of the Series 2005A Authority Bonds, yield and other restrictions on investments of gross proceeds, and the arbitrage rebate requirement that certain excess earnings on gross proceeds be rebated to the Federal government. Noncompliance with such requirements may cause interest on the Series 2005A Authority Bonds to become included in gross income for Federal income tax purposes retroactive to their issue date, irrespective of the date on which such noncompliance occurs or is discovered. The County has covenanted to comply with certain applicable requirements of the Code to assure the exclusion of interest on the Series 2005A Authority Bonds from gross income under Section 103 of the Code.

Certain Collateral Federal Tax Consequences

The following is a brief discussion of certain collateral Federal income tax matters with respect to the Series 2005A Authority Bonds. It does not purport to address all aspects of Federal taxation that may be relevant to a particular owner of a Series 2005A Authority Bond. Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the Federal tax consequences of owning and disposing of the Series 2005A Authority Bonds.

Prospective owners of the Series 2005A Authority Bonds should be aware that the ownership of such obligations may result in collateral Federal income tax consequences to various categories of persons, such as corporations (including S corporations and foreign corporations), financial institutions, property and casualty and life insurance companies, individual recipients of Social Security and railroad retirement benefits, individuals otherwise eligible for the earned income tax credit, and taxpayers deemed to have incurred or continued indebtedness to purchase or carry obligations the interest on which is not included in gross income for Federal income tax purposes. Interest on the Series 2005A Authority Bonds may be taken into account in determining the tax liability of foreign corporations subject to the branch profits tax imposed by Section 884 of the Code.

Legislation affecting municipal bonds is regularly under consideration by the United States Congress. There can be no assurance that legislation enacted or proposed after the date of issuance of the

Series 2005A Authority Bonds will not have an adverse effect on the tax-exempt status or market price of the Series 2005A Authority Bonds.

Original Issue Discount

"Original issue discount" ("OID") is the excess of the sum of all amounts payable at the stated maturity of a Series 2005A Authority Bond (excluding certain "qualified stated interest" that is unconditionally payable at least annually at prescribed rates) over the issue price of that maturity. In general, the "issue price" of a maturity means the first price at which a substantial amount of the Series 2005A Authority Bonds of that maturity was sold (excluding sales to bond houses, brokers, or similar persons acting in the capacity as underwriters, placement agents, or wholesalers). In general, the issue price for each maturity of Series 2005A Authority Bonds is expected to be the initial public offering price set forth on the cover page of this Official Statement. Bond Counsel further is of the opinion that, for any Series 2005A Authority Bonds having OID (a "Discount Bond"), OID that has accrued and is properly allocable to the owners of the Discount Bonds under Section 1288 of the Code is excludable from gross income for federal income tax purposes to the same extent as other interest on the Series 2005A Authority Bonds.

In general, under Section 1288 of the Code, OID on a Discount Bond accrues under a constant yield method, based on periodic compounding of interest over prescribed accrual periods using a compounding rate determined by reference to the yield on that Discount Bond. An owner's adjusted basis in a Discount Bond is increased by accrued OID for purposes of determining gain or loss on sale, exchange, or other disposition of such Bond. Accrued OID may be taken into account as an increase in the amount of tax-exempt income received or deemed to have been received for purposes of determining various other tax consequences of owning a Discount Bond even though there will not be a corresponding cash payment.

Owners of Discount Bonds should consult their own tax advisors with respect to the treatment of original issue discount for Federal income tax purposes, including various special rules relating thereto, and the state and local tax consequences of acquiring, holding, and disposing of Discount Bonds.

Bond Premium

In general, if an owner acquires a Series 2005A Authority Bond for a purchase price (excluding accrued interest) or otherwise at a tax basis that reflects a premium over the sum of all amounts payable on the Series 2005A Authority Bond after the acquisition date (excluding certain "qualified stated interest" that is unconditionally payable at least annually at prescribed rates), that premium constitutes "bond premium" on that Bond (a "Premium Bond"). In general, under Section 171 of the Code, an owner of a Premium Bond must amortize the bond premium over the remaining term of the Premium Bond, based on the owner's yield over the remaining term of the Premium Bond, determined based on constant yield principles (in certain cases involving a Premium Bond callable prior to its stated maturity date, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such bond). An owner of a Premium Bond must amortize the bond premium by offsetting the qualified stated interest allocable to each interest accrual period under the owner's regular method of accounting against the bond premium allocable to that period. In the case of a tax-exempt Premium Bond, if the bond premium allocable to an accrual period exceeds the qualified stated interest allocable to that accrual period, the excess is a nondeductible loss. Under certain circumstances, the owner of a Premium Bond may realize a taxable gain upon disposition of the Premium Bond even though it is sold or redeemed for an amount less than or equal to the owner's original acquisition cost. Owners of any Premium Bonds should consult their own tax advisors regarding the treatment of bond premium for Federal income tax purposes, including various special rules relating thereto, and state and

local tax consequences, in connection with the acquisition, ownership, amortization of bond premium on, sale, exchange, or other disposition of Premium Bonds.

CERTAIN LEGAL MATTERS

Hawkins Delafield & Wood LLP, Los Angeles, California, Bond Counsel, will render its legal opinion with respect to the Series 2005A Authority Bonds substantially in the form set forth in Appendix D -- "Form of Bond Counsel Approving Opinion" attached hereto. At the time of delivery of the Series 2005A Authority Bonds, Bond Counsel will also render its legal opinion with respect to the Series 2005A District Bonds. Certain legal matters will be passed upon by for the Underwriters by their counsel Squire, Sanders & Dempsey L.L.P., Los Angeles, California, and for the Authority and the District by the County Counsel of the County of Los Angeles.

VERIFICATION

[Grant Thornton] independent certified public accountants, will verify from the information provided to them the mathematical accuracy as of the date of the closing on the Series 2005A Authority Bonds of (a) computations relating to the adequacy of the Escrow Securities and the interest thereon to pay when due the scheduled payments of principal of, interest, redemption price, interest due to and to become due on the Series 1997A Authority Bonds on and prior to the specified redemption date thereof and (b) the computations of actuarial yields of the Series 2005A Authority Bonds and of investments in the escrow fund for the Series 1997A Authority Bonds which were relied upon by the Bond Counsel for the Series 2005A Authority Bonds in reaching their conclusion that the interest on the Series 2005A Authority Bonds is excluded from gross income for federal tax purposes.

FINANCIAL ADVISOR

Public Resources Advisory Group served as Financial Advisor in connection with the issuance of the Series 2005A Authority Bonds. The Financial Advisor has not been engaged, nor have they undertaken, to make an independent verification of the accuracy, completeness or fairness of the information contained in this Official Statement.

LITIGATION

To the best knowledge of the Authority and the District, there is no pending or threatened litigation concerning the validity of the Series 2005A Authority Bonds or the Series 2005A District Bonds, the pledge of the Pledged Revenues, the Pledged Assessments or the validity of the Assessments, or challenging any action taken by the Authority or the District in connection with the authorization of the Indenture, the District Indenture, or any other document relating to the Series 2005A Authority Bonds or the Series 2005A District Bonds to which the Authority or the District is or is to be become a party or the performance by the Authority or the District of any of their respective obligations under any of the foregoing.

RATINGS

Moody's Investors Service and Standard & Poor's Ratings Services have assigned their municipal bond ratings of "____" and "_____," respectively, to the Series 2005A Authority Bonds. Such ratings

reflect only the view of such organizations and an explanation of the significance of such ratings may be obtained from them as follows: Moody's Investors Service, 99 Church St., New York, New York 10007, (212) 553-0300 and Standard & Poor's Ratings Service, 55 Water Street, New York, New York 10041, (212) 438-2124. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by such rating agencies, if in the judgment of such rating agencies circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Series 2005A Authority Bonds.

UNDERWRITING

The Series 2005A Authority Bonds are being purchased by Lehman Brothers Inc., as representative of the Underwriters listed on the cover page hereof (the "Underwriters"). The Underwriters have agreed to purchase the Series 2005A Authority Bonds at a price of $_____ (which represents the aggregate principal amount of the Series 2005A Authority Bonds, plus premium net of original issue discount, less Underwriters' discount). The contract of purchase pursuant to which the Series 2005A Authority Bonds are being purchased by the Underwriters provides that the Underwriters will purchase all of the Series 2005A Authority Bonds if any are purchased. The obligation of the Underwriters to make such purchase is subject to certain terms and conditions set forth in the contract of purchase.

The Underwriters may offer and sell the Series 2005A Authority Bonds to certain dealers and others at prices different from the prices stated on the inside cover page of this Official Statement. The offering prices may be changed from time to time by the Underwriters.

CONTINUING DISCLOSURE

The District has covenanted in the District Indenture for the benefit of holders of the Series 2005A Authority Bonds to provide, or cause to be provided no later than 210 days after the end of each fiscal year, commencing with the Fiscal Year ending June 30, 2005, to (i) each Nationally Recognized Municipal Securities Information Repository (a "National Repository"), and (ii) to the appropriate state information repository for the State of California, if any (a "State Repository") certain "annual financial information" as described in Securities and Exchange Commission Rule 15c2–12 under the Exchange Act (the "Rule") with respect to the District relating to the immediately preceding Fiscal Year of the District, which annual financial information shall generally contain information relating to (a) the receipts, expenditures and financial obligations of the District, generally as set forth in tabular form in Appendix A — "The District" under the captions "Budget," "General Fund Revenues and Expenditures," and "Rate and Method of Assessment," (b) historical receipts and expenditures of the District, including but not limited to the financial and statistical information set forth in tabular form in Appendix A — "The District" under the captions "Historical Debt Service Coverage," and "Assessment Levies and Collections," (c) the delinquencies in payments of Assessments, including but not limited to the financial and statistical information set forth in tabular form in Appendix A — "The District" under the caption "Annual Assessment," (d) the information set forth in Appendix D — "The Los Angeles County Pooled Surplus Investments," and (e) the audited financial statements of the District for the immediately preceding Fiscal Year prepared in accordance with generally accepted accounting principles, if available. In addition, the District has agreed to provide, or cause to be provided, to each National Repository or the Municipal Securities Rulemaking Board (the "MSRB") and a State Repository, in a timely manner notice of the following "Listed Events" if determined by the District to be material: (1) principal and interest payment delinquencies; (2) non–payment related defaults; (3) unscheduled draws on the debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting

financial difficulties; (5) substitution of or failure to perform by any credit provider; (6) adverse tax opinions or events affecting the tax–exempt status of the Series 2005A Authority Bonds; (7) modifications to rights of holders of the Series 2005A Authority Bonds; (8) Series 2005A Authority Bond calls; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Series 2005A Authority Bonds; and (11) rating changes. In addition, the District covenants in a timely manner, to provide or cause to be provided to each National Repository or to the MSRB, and to the appropriate State Repository, if any, notice of the failure of the District to provide annual financial information on or before 210 days after the end of each fiscal year.

These covenants have been made in order to assist the Underwriters in complying with SEC Rule 15c2–12(b)(5). The District has never failed to comply with said Rule regarding the filing of annual reports or notices of material events. The County has never failed to comply in all material respects with any previous undertakings with regard to said Rule to provide annual reports or notices of material events. The Authority has determined that no financial or operating data concerning the Authority is material to any decision to purchase, hold or sell the Series 2005A Authority Bonds and the Authority will not provide any such information. The Authority shall have no liability to the holders of the Series 2005A Authority Bonds with respect to the disclosure obligation undertaken by the District.

The District's obligations under the Master District Indenture with respect to continuing disclosure shall terminate upon payment in full of all of the District Bonds. If such termination occurs prior to the final maturity of the District Bonds, the District shall give notice of such termination in the same manner as for a Listed Event.

ADDITIONAL INFORMATION

The purpose of this Official Statement is to supply information to prospective buyers of interests in the Series 2005A Authority Bonds. Quotations and summaries and explanations of the Series 2005A Authority Bonds and documents contained in this Official Statement do not purport to be complete, and reference is made to such documents for full and complete statements of their provisions.

The Authority and the District regularly prepare a variety of annual reports, including audits, budgets and related documents. Any owner of a Series 2005A Authority Bond may obtain a copy of any such report as they become available or request additional information from the Authority at the address set forth below.

The preparation and distribution of this Official Statement have been authorized by the Authority and the District. Additional information regarding this Official Statement may be obtained by contacting:

GLENN BYERS
DIRECTOR, OFFICE OF PUBLIC FINANCE AND INVESTMENTS
COUNTY OF LOS ANGELES TREASURER'S OFFICE
KENNETH HAHN HALL OF ADMINISTRATION, ROOM 432
500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012
(213) 974-7175

APPENDIX A

THE DISTRICT

THE DISTRICT

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THE DISTRICT

Description of the District. The District was formed and the annual Assessment is levied pursuant to Sections 5538.9 and 5539.9 of the California Public Resources Code, the Order (as defined below) and the Landscaping and Lighting Act of 1972 (Sections 22500 *et seq.* of the California Streets and Highways Code). On November 3, 1992, the District was established in accordance with Section 5539.9 of the California Public Resources Code and the Initial Assessment (as defined below) was approved by a majority of the voters voting on the Safe Neighborhood Parks proposition of 1992. The District was established to improve the preservation of beaches, parks and wildlands; the construction, renovation and improvement of new and existing recreational facilities; and the restoration of rivers, streams and trails in the County. The District's boundaries are coterminous with those of the County, encompass 4,083 square miles and contain approximately 2.2 million parcels.

Pursuant to the Order (as defined below) and applicable law, the District is governed by the County Board of Supervisors acting *ex-officio* as the Board of Directors of the District. The District's day-to-day operations are administered by the County Department of Parks and Recreation (the "Department"). The Department is responsible for the administration and funding of the District's programs and operations. In this capacity, the Department has coordinated the levy of the Assessment as well as the establishment of its accounting and budgetary systems. The Department has developed policies and procedures governing the application for and allocation of funds for Specified Projects, Competitive Grant Projects, and Per-Parcel Discretionary Projects.

Description and Purpose of the Assessments. The District's primary revenue source is the Assessments which are levied annually on each of the approximately 2.2 million parcels within the District's boundaries, except for uninhabited agricultural lands, cemeteries, utilities and other exempt parcels. The District was formed and the levy of the maximum annual initial assessment within the District was established at $9.39 per benefit point (the "Initial Assessment") pursuant to an official act of the County Board of Supervisors as set forth in its Order of March 17, 1992 (the "1992 Order"). The Initial Assessment was approved by 63.9% of voters within the County voting on the matter on November 3, 1992. The 1992 Order was amended by a resolution of the County Board of Supervisors adopted on June 18, 1996 (the "Resolution") to establish the levy of an additional maximum annual assessment at $5.07 per benefit point (the "Additional Assessment" and, together with the Initial Assessment, the "Assessment"). The Additional Assessment was approved by 65.1% of voters within the County voting on the matter on November 5, 1996. The Resolution supplements the 1992 Order to provide for additional capital outlay projects, including, but not limited to, the acquisition and improvement of real property to benefit the District comparable to those adopted in the 1992 Order. However, the Resolution amended the 1992 Order and the Initial Assessment "to the extent and with the effect that the portion of any vacant parcel of land, and the vacant portion of any partially improved parcel of land, in excess of two and one-half acres (2.5) shall not be assessed." To clarify any inconsistencies between the 1992 Order and the Resolution, the Resolution provides that the method of assessment with respect to both the Initial Assessment and the Additional Assessment be identical in all respects; any such discrepancies, differences or variations in the method of assessment shall be resolved in favor of the Final Engineer's Report as hereinafter defined with respect to the Additional Assessment. Finally, the Resolution "capped" the Assessment at $14.46 per benefit point per year. See "Rate and Method of Assessment. " The 1992 Order, as amended by the Resolution (the "Order") provides that a minimum of 80% (but not more than 85%) of all proceeds of annual Assessments collected by the District shall be used for capital outlay projects, including, but not limited to, the acquisition and

improvement of real property and the servicing of bonds, notes or other evidences of indebtedness issued by the District.

Pursuant to the Order, the Initial Assessment and the Additional Assessment are levied for a period of twenty-two (22) years beginning with the fiscal year in which such assessment, respectively, was first levied and collected by the District, subject to a maximum annual assessment per benefit point. See "Rate and Method of Assessment" and "Excerpts of Engineer's Report" below. The Initial Assessment was first levied in Fiscal Year 1993-94 and the Additional Assessment was first levied and collected in Fiscal Year 1997-98. With respect to Fiscal Year 2003-04, approximately $78,810 million of Initial and Additional Assessments were collected. See "Rate and Method of Assessment," "Historical Debt Service Coverage" and "Projected Debt Service Coverage" below.

Proceeds of the annual Assessments will be used as follows: (i) a minimum of 80% shall be used either to directly pay the costs of Projects authorized pursuant to the Order or to pay debt service on bonds, notes or other evidence of indebtedness issued therefor, (ii) not less than 15% (nor more than 20% as determined by the County Board of Supervisors) of all proceeds of Assessments levied and collected by the District shall be set aside to pay costs of maintaining and servicing Projects funded either with assessments or with proceeds of bonds, notes or other evidences of indebtedness issued by the District and for other purposes set forth in the Order, and (iii) no more than 5% shall be available for the payment of actual administrative costs associated with carrying out the purposes of the Order by the District. These annual Assessments (exclusive of the amounts retained by the County for its expenses in administering the District and the amounts set aside in accordance with the Order in the servicing and maintenance fund established pursuant to the Order, which amounts are retained by the County and the District, respectively) are to be paid into the Debt Service Fund held under the District Indenture to the extent necessary to make scheduled debt service payments on the Outstanding District Bonds.

Budget. The District's budget and accounting systems have been structured in accordance with the revenue flow and accounting requirements provided in the Order. Assessment revenues and interest earnings will initially be deposited into the District's Assessment Revenue Fund and distributed in the following manner:

- A minimum of 80% of the Assessments will be used for the payment of debt service or direct, capitalized costs incurred on approved Projects;

- not less than 15% (nor more than 20% as determined by the County Board of Supervisors) of all proceeds of Assessments levied and collected by the District will be used for the maintenance and servicing of completed Projects; and

- Up to 5% of the Assessments will be used to pay for the District's ongoing administrative expenses.

Separate accounts have been established within the Project Fund established under the District Indenture to account for each project and bond issue to assist in the monitoring of the District and the Authority's program expenditures and the calculation of rebate liabilities. Financial statements on the District's operations and transactions are prepared annually and audited by an independent auditor. The District's Final Fiscal Year 2003-04 Budget and the District's Fiscal Year 2004-05 Budget are summarized below:

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT
Comparison of Fiscal Year 2003-04 Final Budget vs. Adopted 2004-05 Budget

	Final 2003-04 Budget (1)	Adopted 2004-05 Budget (2)	Change From 2003-04
REQUIREMENTS			
Project Funding			
Assessment Grant	$156,222,000	$169,586,000	$ 13,364,000
Bond Funded Projects	38,912,000	758,000	(38,154,000)
Subtotal	$195,134,000	$170,344,000	(24,790,000)
Administration	$ 4,659,000	$4,826,000	167,000
Project Maintenance	67,477,000	65,316,000	(2,161,000)
Other Financing Uses/Designations	115,700,000	154,793,000	39,093,000
Bond Requirements:			
Debt Service (3)	68,106,000	68,554,000	448,000
Arbitrage Rebate – Reserve for IRS	522,000	0	(522,000)
TOTAL REQUIREMENTS	$451,598,000	$463,833,000	$12,235,000
AVAILABLE FUNDS			
Benefit Assessment	$ 78,008,000	$ 78,324,000	$ 316,000
Fund Balance	147,549,000	154,748,000	7,199,000
Cancellation of Reserve/Designations	644,000	34,231,000	33,587,000
Bond Proceeds	125,980,000	78,544,000	(47,436,000)
Operating Transfers	90,227,000	85,400,000	(4,827,000)
Residual Equity Transfers	0	26,965,000	26,965,000
Use of Money and Property	9,190,000	5,621,000	(3,569,000)
TOTAL AVAILABLE FUNDS	$451,598,000	$463,833,000	$12,235,000

(1) Reflects the Fiscal Year 2003-04 District Budget adopted by the Board of Supervisors on June 23, 2003 and subsequently adjusted on September 16, 2003.

(2) Reflects the Fiscal Year 2004-05 District Budget adopted by the Board of Supervisors on June 21, 2004 and subsequently adjusted on September 28, 2004.

(3) Includes three debt service payments.

Source: Los Angeles County Regional Park and Open Space District and CAO Budget Status Report.

General Fund Revenues and Expenditures

The District's Audited General Fund Revenues and Expenditures for the Fiscal Years ended June 30, 2002, 2003, and 2004 are summarized below:

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT
COMBINED STATEMENT OF
GENERAL FUND REVENUES AND EXPENDITURES
Fiscal Years Ended June 30, 2001, 2002, 2003, and 2004
(Dollars in thousands)

REVENUES	June 30, 2001	June 30, 2002	June 30, 2003	June 30, 2004
Investment Income	$22,977	$10,929	$10,219	$3,811
Charges for Services	73,968	77,588	78,433	77,484
Miscellaneous	50	0	1,240	1,269
TOTAL REVENUES	$96,995	$88,517	$89,892	$82,564
EXPENDITURES				
Services and Supplies	$3,438	$4,630	$4,369	$4,760
Park Improvements	84,213	69,301	41,921	43,441
Maintenance and servicing costs			13,439	8,166
TOTAL EXPENDITURES	$87,651	$73,931	$59,729	$56,367
EXCESS (DEFICIENCY) OF REVENUE OVER EXPENDITURES	$9,344	$14,586	$30,163	$26,197
OTHER FINANCING SOURCES				
Long-term debt proceeds	$0	$0	$0	$0
Operating transfers to other funds [1]	$(47,809)	$(38,733)	$(38,632)	$(81,247)
Operating transfers from other funds	$550	$579	$0	$42,359
Reimbursement of grant funds	0	$0	$0	$0
Total Other Financing Sources	$(47,259)	$(38,154)	$(38,632)	$(38,888)
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES	$(37,915)	$(23,568)	$(8,469)	(12,691)
PRIOR YEAR FUND BALANCE	$322,024	$284,109	$260,541	$252,072
FUND BALANCES (June 30)[2]	$284,109	$260,541	$252,072	$239,381

1 Amount includes other Financing Sources (Uses).
2 [To come]

Sources: Los Angeles County Regional Park and Open Space District Independent Auditor's Report and Financial Statements for the Fiscal Years Ended June 30, 2001, 2002 and 2003.

Rate and Method of Assessment. The rate and method of apportionment for use in levying the Assessment for various categories of property is as set forth in the Final Engineer's Report for County of Los Angeles Landscaping and Lighting District No. 92-1, Additional Assessment Changes and Modifications, which was adopted by the Board on June 18, 1996 (as amended, the "Final Engineer's Report"). Pursuant to the Final Engineer's Report, the level of each Assessment is based on the size and use of each parcel and the resulting benefit each parcel will receive from the proposed Projects. The estimation of such benefit is quantified in benefit points. The annual rate of each Assessment may not exceed $9.39 per benefit point (pursuant to the 1992 Order and Initial Assessment) and $5.07 per benefit point (pursuant to the Order and Additional Assessment). The Assessment for any parcel will consequently equal the annual rate determined by the Board of Supervisors multiplied by the number of benefit points applicable to each parcel. The 2003-04 Assessment for a single family residence on a median sized parcel is [$_____] (based on 1.333 benefit points). Excerpts of the Final Engineer's Report are set forth below under the caption "Excerpts of Engineer's Report."

The overall level of the District's Assessment will increase as parcels are subdivided and vacant property is developed. Properties owned by public agencies, such as cities, the County, the State or the federal government, will not be assessed except when such property is not devoted to a public use. Rights-of-way owned by utilities, railroad operating rights-of-way, uninhabited agricultural lands, cemeteries and certain other properties are also exempt from the Assessments. Individuals who qualify for the California Property Tax Postponement Program (Section 20581 *et seq.* of the California Revenue and Taxation Code), which generally provides for the postponement of certain payments by individuals 62 years of age or older of property taxes attributable to residential dwellings, may also qualify for postponement of payment of Assessments levied by the District.

In the event of any allegation of errors of Assessment, including circumstances that do not precisely fit the intent of the Order, such alleged errors are reported to a committee appointed by the County Board of Supervisors. The function and authority of this committee is to recommend corrections or adjustments that are consistent with the concept, intent and parameters of the Order and the District's program of levying and collecting the Assessment. Unless the committee's proposed corrections and adjustments are appealed to the County Board of Supervisors, they are incorporated into the Assessment roll.

The Assessments actually levied for the current year, by the type of land use, are comprised as follows:

ASSESSMENT LEVY BY TYPE OF LAND USE
For the 2004-05 Annual Assessment

Land use	Total Levy	*(1) Assessment*	Benefit Points	Percentage of Total Assessment Levies
Residential	$55,919,708		3,867,199.700	71.48%
Commercial	20,105,539		1,390,424.518	25.70
Institutional	1,362,884		94,251.990	1.74
Recreational	851,474		58,884.761	1.09
Miscellaneous*	(6,813)		(471.162)	(0.01)
	$78,232,791		5,410,289.806	100.00%

Source: Los Angeles County Regional Park and Open Space District
*Includes enrollment losses

No single taxpayer is responsible for more than __% of the annual Assessment. In the aggregate, the top ___ taxpayers account for less than 1% of the 2003-04 Annual Assessment.

Annual Assessment. The Assessment is collected in semi-annual installments on the County's tax roll on which general taxes on real property are collected. Each Assessment is payable and becomes delinquent at the same time and bears the same rate of penalty and interest after delinquency as do general property taxes in the County, and the property upon which each Assessment is levied is subject to the same provisions for sale and redemption as are properties for nonpayment of such taxes. Taxpayers are obligated to pay the total of general and specific tax levies appearing on County tax bills; partial payments of the total tax levy are applied *pro rata* among all individual taxes appearing on the tax bill. The District has covenanted in the District Master Indenture that, unless otherwise required by applicable law, it shall not take, or cause to be taken, any action that would result in the reduction in the amount of the levy of Pledged Assessments with respect to any Fiscal Year below an aggregate amount equal to 1.15 times the Maximum Annual Debt Service on all Outstanding District Bonds and any District Bonds that the District reasonably expects to issue during the then present Fiscal Year.

Pursuant to the District Master Indenture, the District shall not directly or indirectly extend or defer the payment of any Pledged Assessments if, following such extension or deferral, the value of the Pledged Assessments not subject to such extension or deferral would be less than 1.15 times the Maximum Annual Debt Service on all Outstanding District Bonds theretofore issued. This restriction does not, however, limit the District's ability to defer Assessments pursuant to Section 170 and 1994-5 of the California Revenue and Taxation Code and Chapter 4.64 of the Los Angeles County Code. See Appendix B - "SUMMARY OF CERTAIN PROVISIONS OF THE LEGAL DOCUMENTS - The District Master Indenture - Covenants of the District."

The District has no obligation to institute judicial foreclosure proceedings in the event of a delinquency by any particular property owner in the payments of Assessments, but has covenanted to take such actions with respect to such delinquencies as are consistent with the policy of the County regarding delinquent property taxes generally. Assessments are levied and

collected with the County's general tax levy. Accordingly, the District anticipates collection and delinquency rates equivalent with the County's general tax levy. The County anticipates, based on current practice, that it will, on behalf of the District, foreclose any unpaid Assessment with delinquent general, *ad valorem* taxes after the fifth year of delinquency. During the past five years, delinquency rates have ranged from a high of 3.88% in Fiscal Year 1999-00 to a low of 2.94% in Fiscal Year 2003-04. Revenue projections contained in this Official Statement have assumed the Fiscal Year 2002-03 delinquency rate of 3.27%, and a ten percent redemption penalty fee as well as an average annual delinquency interest rate of 9% and the County's existing assumptions regarding delinquency recovery rates of 91% over 5 years based on a "sliding scale" of 45% recovery for year one, 22% for year two, 11% for year three, 9% for year four, and 4% for year five. The actual County delinquency interest rate is 1.5% per month (or 18% annualized). A 9% delinquency interest rate assumption is premised on straight line collections through the fiscal year. Thus, delinquency interest rates are 9% for collections of past due assessments during the first year, 18% for the second year, 27% for the third year, 36% for the fourth year and 45% for the fifth year.

The following table provides a summary statement of the District's Assessment levies and collections for Fiscal Years 1999-00 through 2003-04 with respect to the collection of Assessments which were applied to debt service on the Outstanding District Bonds.

LOS ANGELES COUNTY REGIONAL PARK AND OPEN SPACE DISTRICT
SUMMARY OF ASSESSMENT LEVIES AND COLLECTIONS
FISCAL YEARS 1999-00 through 2003-04
(Unaudited)

Year	Total Current Assessment Levy	Total Current Assessment Collections	Current Delinquent Assessments	Ratio of Delinquency To Current Assessments Levy
1999-00	$76,935,367	$73,949,690	$2,985,677	3.88%
2000-01	$77,130,633	$74,269,548	$2,861,085	3.71%
2001-02	$77,240,823	$74,544,114	$2,696,709	3.49%
2002-03	$77,571,254	$75,032,289	$2,538,965	3.27%
2003-04	$78,281,288	$75,976,919	$2,304,369	2.94%

Source: Los Angeles County Auditor-Controller's Tax Apportionment Ledger for the Secured Roll.

Assessments constitute fixed liens on the parcels assessed within the District and do not constitute personal indebtedness of the respective owners of such lots and parcels. Accordingly, in the event of delinquency, proceedings may be conducted only against the real property securing the delinquent Assessment. The District has no obligation to institute judicial foreclosure proceedings in the event of a delinquency by any particular property owner in the payments of Assessments, but has covenanted to take such actions with respect to such delinquencies as are consistent with the policy of the County regarding delinquent property taxes generally. Under the District Master Indenture, the District has covenanted that, unless otherwise required by applicable law, the District shall not take, or cause to be taken, any action that will result in the reduction of the amount of the levy of Pledged Assessments with respect to any Fiscal Year below an aggregate amount equal to 1.15 times the Maximum Annual Debt Service on all Outstanding District Bonds and any District Bonds that the District reasonably expects to

be issued during the then-present Fiscal Year. See Appendix B - "SUMMARY OF LEGAL DOCUMENTS - The District Master Indenture."

Historical Debt Service Coverage. The following tables provide a summary statement of the District's collection of Assessments and historic debt service coverage with respect to the Assessments collected which were applied to debt service on the Outstanding District Bonds.

SUMMARY ASSESSMENT COLLECTIONS
Fiscal Year 1999-00 to Fiscal Year 2003-04

Fiscal Year	Base Assessments	Less: Appeals	Less: Delinquencies	Collection of Prior Delinquencies	Penalties and Interest	Assessment Adjustments	Total Collected Assessments[1]
1999-00	$77,126,000	-$191,000	-$2,986,000	$2,860,000	$869,000	-$802,000	$76,876,000
2000-01	$77,389,000	-$258,000	-$2,861,000	$2,724,000	$935,000	-$578,000	$77,351,000
2001-02	$77,597,000	-$356,000	-$2,697,000	$2,792,000	$825,629	-$731,000	$77,431,000
2002-03	$77,816,000	-$245,000	-$2,539,000	$2,785,000	$925,000	-$398,000	$78,344,000
2003-04	$77,900,000	-$471,000	-$2,304,000	$2,962,000	$1,269,000	-$546,000	$78,810,000

(1) Includes penalties and interest. May not add due to rounding.
Source: Los Angeles County Regional Park and Open Space District.

HISTORICAL DEBT SERVICE COVERAGE

Year	Assessment Revenues	Maintenance & Servicing (15%)	Administration (5%)	"Pledged Assessments" (Debt Service/ Capital Outlay)	District Bonds Annual Debt Service	Annual Coverage Ratio
1999-00	$76,876,000	$11,531,000	$3,844,000	$61,501,000	$48,678,000	1.26
2000-01	$77,351,000	$11,603,000	$3,868,000	$61,880,000	$48,678,000	1.27
2001-02	$77,431,000	$11,615,000	$3,872,000	$61,944,000	$39,227,000	1.58
2002-03	$78,344,000	$11,752,000	$3,917,000	$62,675,000	$39,227,000	1.60
2003-04	$78,810,000	$11,822,000	$3,941,000	$63,047,000	$39,229,000	1.61

Source: Los Angeles County Regional Park and Open Space District.

Projected Debt Service Coverage. Estimated Assessments available to pay debt service on the Series 2005A District Bonds, and accordingly, the Series 2005A Authority Bonds, are based upon certain assumptions with regard to the land use, level of development and improvements and percentage of Assessments collected, the amount available for investment and the interest rate at which funds are invested. See "Assessment Projection" below. In order to estimate the total revenues available to pay debt service on the Series 2005A District Bonds, the

District has made certain assumptions with regard to the land use, level of development and improvement valuations and percentage of Assessments collected, the amount available for investment and the interest rate at which funds are invested. The District's revenue projection set forth in the table below is based on an Initial Assessment of approximately $50.9 million in accordance with the 1992 Order and an Additional Assessment of approximately $27.5 million starting in Fiscal Year 2004-05 in accordance with the Resolution with projections through Fiscal Year 2018-19, and incorporates the following assumptions: (1) future benefit point growth of .283% per year for residential properties and 1.233% per year for commercial/industrial properties with growth based on annual historic compounding, of the respective categories of properties, for the period between Fiscal Year 1996-97 through Fiscal Year 2003-04; (2) an annual investment earnings rate of 1.25% per annum; and (3) a 3.27% per annum delinquency rate with a recovery rate of 91% over a five year period. The District believes these assumptions to be reasonable, but to the extent the Assessment collected or the amount of funds available for investment or the interest rate at which funds are invested are less than the District's assumptions, the total Assessment available to pay debt service on the Series 2005A District Bonds and any other outstanding District Bonds may be less than projected.

SUMMARY REVENUE PROJECTION
Fiscal Year 2004-05 to Fiscal Year 2018-19

Fiscal Year	Base Assessments	Less: Appeals	Parcel Enrollment Losses	Gross Assessments	Less: Delinquencies	Collection of Prior Delinquencies	Penalties and Interest	Total Available Assessments
2004-05	$78,437,179	($246,824)	($10,810)	$78,179,545	($2,558,875)	$2,381,544	$668,687	$78,670,901
2005-06	78,437,179	(247,282)	(10,830)	78,179,067	(2,563,622)	2,349,865	654,054	78,619,365
2006-07	78,728,576	(247,741)	(10,850)	78,469,986	(2,568,381)	2,333,928	645,218	78,880,751
2007-08	78,874,874	(248,201)	(10,870)	78,615,803	(2,573,154)	2,332,677	643,261	79,018,587
2008-09	79,021,571	(248,663)	(10,890)	78,762,018	(2,577,940)	2,337,426	644,685	79,166,190
2009-10	79,168,670	(249,126)	(10,911)	78,908,634	(2,582,739)	2,341,770	645,882	79,313,547
2010-11	79,316,170	(249,590)	(10,931)	79,055,650	(2,587,551)	2,346,125	647,083	79,461,308
2011-12	79,464,073	(250,055)	(10,951)	79,203,067	(2,592,376)	2,350,493	648,287	79,609,471
2012-13	79,612,379	(250,522)	(10,972)	79,350,886	(2,597,214)	2,354,872	649,495	79,758,039
2013-14	79,761,089	(250,990)	(10,992)	79,499,107	(2,602,065)	2,359,263	650,705	79,907,011
2014-15	79,910,203	(251,459)	(11,013)	79,647,732	(2,606,930)	2,363,667	651,919	80,056,388
2015-16	28,070,733	(88,332)	(3,869)	27,978,532	(915,758)	2,368,082	653,137	30,083,993
2016-17	28,123,300	(88,498)	(3,876)	28,030,927	(917,473)	1,609,287	509,345	29,232,086
2017-18	28,176,011	(88,663)	(3,883)	28,083,464	(919,193)	1,239,166	405,821	28,809,259
2018-19	28,228,864	(88,830)	(3,890)	28,136,144	(920,917)	1,054,921	337,551	28,607,698

Source: Public Resources Advisory Group, financial consultant to the District.

The following table illustrates the use of Assessments in accordance with the Order and the annual coverage ratio of available Assessments to estimated debt service payments on the Series 2005A District Bonds and other Outstanding District Bonds.

PROJECTED DEBT SERVICE COVERAGE

Year	Assessments Revenues	Maintenance& Servicing (15%)	Administration (5%)	"Pledged Assessments"	Nonrefunded Series 1997A District Bonds Annual Debt Service (*)	Series 2005A District Bonds Annual Debt Service (*)	Total District Bonds Annual Debt Service*	Annual Coverage Ratio*
2005	$78,670,901	$11,800,635	$3,933,545	$62,936,721	$29,316,781	$9,193,823	$38,510,605	1.63
2006	78,619,365	11,792,905	3,930,968	62,895,492	29,316,844	9,160,388	38,477,231	1.63
2007	78,880,751	11,832,113	3,944,038	63,104,600	29,317,563	9,160,388	38,477,950	1.64
2008	79,018,587	11,852,788	3,950,929	63,214,870	13,951,200	24,135,388	38,086,588	1.66
2009	79,166,190	11,874,928	3,958,309	63,332,952	13,954,800	24,136,638	38,091,438	1.66
2010	79,313,547	11,897,032	3,965,677	63,450,838	13,952,550	24,135,388	38,087,938	1.67
2011	79,461,308	11,919,196	3,973,065	63,569,046	13,953,350	24,129,888	38,083,238	1.67
2012	79,609,471	11,941,421	3,980,474	63,687,577	13,950,550	24,135,063	38,085,613	1.67
2013	79,758,039	11,963,706	3,987,902	63,806,431	13,952,775	24,132,200	38,084,975	1.68
2014	79,907,011	11,986,052	3,995,351	63,925,609	13,953,500	24,134,200	38,087,700	1.68
2015	80,056,388	12,008,458	4,002,819	64,045,111	13,954,500	24,133,175	38,087,675	1.68
2016	30,083,993	4,512,599	1,504,200	24,067,194	6,071,250	9,846,500	15,917,750	1.51
2017	29,232,086	4,384,813	1,461,604	23,385,669	6,071,500	9,851,500	15,923,000	1.47
2018	28,809,259	4,321,389	1,440,463	23,047,407	6,069,250	9,851,000	15,920,250	1.45
2019	28,607,698	4,291,155	1,430,385	22,886,159	6,069,000	9,854,250	15,923,250	1.44

Source: Public Resources Advisory Group, financial consultant to the District.
* Preliminary, subject to change.

Excerpts of Engineer's Report. The following are summary excerpts from the Final Engineer's Report, as amended June 18, 1996, Section V, "Rate and Method of Assessment." Such excerpts are not to be considered a full description of the text of the Final Engineer's Report.

General. The Landscaping and Lighting Act of 1972 provides that assessments may be apportioned by any formula or method which fairly distributes the assessment among all assessable lots or parcels in proportion to the estimated benefits to be received by each lot or parcel from the improvements.

Benefit to Property from Park and Recreation Facilities. Studies in a number of communities, including counties and cities throughout the United States, have indicated that recreation areas and facilities, if well maintained and wisely administered, have caused a marked increase in property values of parcels in the community. Consequently, such recreation and park facilities have proved a potent factor in maintaining a sound economic condition and a high standard of livability in the community. These studies confirm the opinion long held by planning authorities as to the economic value of open space in a community.

Property values in a community are increased when public infrastructure such as parks, open space and recreation facilities are in place, improved, operable, safe, clean and maintained. Facilities that are unsafe or destroyed by the elements or vandalism decrease surrounding property values. Park and recreation facilities are less likely to attract crime if they are well lit, clean and maintained. Clean and safe parks increase public safety, help to reduce crime and enhance the overall quality of life and desirability of an area. Property values in an area also increase when there is an increase in the number of parks, recreation centers, trail systems, sports facilities and open space areas. Conversely, property values decrease when park and recreation facilities are in disrepair, old, unsafe, unclean and unusable.

The improvements to be funded by the District are acquisition, development, improvement and restoration projects for park, recreation, community centers, museum, beach and open space purposes. These improvement projects include: regional facilities which benefit the entire District; regional facilities which benefit large areas of the District; and neighborhood facilities which benefit smaller, local areas of the District. The improvements are distributed between these different categories of regional use to ensure that all areas of the District will benefit. Funds for improvements are also distributed throughout all geographic areas of the District, and between all of the cities and the unincorporated area of the County.

Specific criteria were established to identify regional park and recreation projects throughout the County which would benefit all areas of the District. Each specific project was required to be environmentally sound, regionally significant and strongly supported; each project also had to show documentation of regional significance and regional use. The regional significance of each project was required to be documented through:

- evidence that the project is a significant natural resource;
- letters or studies documenting the regional use of the proposed project by surrounding communities;
- evidence that the project is or will be made available or advertised on a regional basis; and
- evidence that the project is the only one of its kind in the surrounding region.

All eighty-eight incorporated cities located in the District were contacted by the Department and over seventy cities in the District, county departments, civic leaders and citizen organizations participated in the process to identify specific regional park, recreation and open space projects. All of the specific improvements (Projects, as defined herein) meet the established criteria and hundreds of letters were received documenting the regional significance of the specific improvement projects located within cities.

Regional projects, by their definition, are of area-wide benefit; therefore, the regional facilities in the County cumulatively benefit all properties within the District. As described above, the local projects are distributed throughout the proposed District and are of regional significance. The acquisition, improvement, and restoration of both local and regional parks, beaches and open space lands and recreation facilities are distributed throughout the proposed District and therefore are of direct and specific benefit to all parcels within the District. All areas benefit equally from the proposed improvements with benefit to parcels varying with their land use.

Benefit Points. To establish the benefit to the individual parcels with their varying land uses a benefit point system is used. Each parcel is assigned benefit points in proportion to the benefit the property receives. The number of points are then divided into the annual revenue requirement necessary to fund the proposed parks, recreation areas and open space improvements to determine the dollar value of benefit for each point. Since the number of benefit points for each parcel has been established, the benefit obligation for each parcel is established and thus the amount of assessment for each parcel is established.

Land Value Benefit. In order to fairly allocate benefit from the proposed improvements to parcels throughout the District, it is necessary to address the benefits to land and to land use. The benefit received by land varies as land varies in size. It was found that larger parcels benefit more than smaller parcels. The benefit point system is based on establishing separately the benefit for each of two elements, land value and land use. To facilitate this procedure, the median single-family home is used as a standard to which all other properties are related. The median single-family home in the County is located on a lot of approximately 1/7 of an acre in areas with the relative valuation between the home and the lot being 75% and 25% respectively. This relative valuation is based upon the opinion of professional appraisers, appraising current market property values for real estate in Southern California. The land value portion typically ranges from 20 to 30 percent; the Final Engineer's Report used approximately 25 percent. This evaluation is based upon current market values, not on assessed values which are skewed by the impact of Proposition 13.

The lot, therefore, has 1/3 the value of the improvement (.25 ÷ .75). Assigning one benefit point to a house as the standard and using the 1/3 ratio, the lot would then represent 1/3 benefit point, see the discussion on "Land Use (Improvement) Benefits" below where one benefit point is assigned to a single-family house. As stated above, the median single-family home is located on a lot of approximately 1/7 of an acre; therefore, the median density for single-family residential property in the County is 7 units per acre, thus the benefit point for the typical acre occupied by single-family homes would be 7 x 1/3, or 2.33 benefit points per acre. This 2.33 benefit points per acre is used as the basis for assessing the land value benefit to all assessable parcels within the District.

Land Use (Improvement) Benefit. That portion of the benefit that is associated with land use or improvement value will, of course, vary with the type of land use. This benefit for land use is condensed and segregated into three categories below, and each category is assigned

portions of a benefit point (BP) relative to the percentage of improvement value it provides (see discussion under "Benefit to Property from Park and Recreation Facilities" above).

1) Economic Value: The increase to improved property value due to increased economic activity and health, expanded employment opportunities and increased capacity to draw business, home buyers, renters, tourists, etc., to the District ----------50BP

2) Environmental Quality: The increase to improved property value due to the improved quality of air, water, visual aesthetics, attractiveness of the District as a place to live and work, etc. .25BP

3) Recreation Enhancement: The increase to improved property value due to the availability of useable and safe parks, beaches, and recreation facilities. ---------- .25BP

Land use is designated and classified in accordance with the Los Angeles County Assessor's codes as of the date of the Final Engineer's Report. Benefits to land uses vary; therefore, the above factors are assigned to each land use classification.

Single-Family Residence. A single-family residence receives all three of the above benefits, therefore 1.0 BP is assigned to each single-family residence. The land upon which the home is located receives a separate benefit which is 2.33 times the acreage of the lot upon which the home is situated. The benefit to a typical single-family residence is the summation of these two, i.e., one plus 2.33 times the area of the parcel in acres.

To assess land use benefit equitably, it is necessary to relate the different parcel classifications to each other. Using one benefit point for a single-family residential unit, all other uses are related to this land use.

Multiple-Residential and Mobile Home. Multiple-residential and mobile home land use equivalencies are reduced by multiplying the number of home units on each parcel by .75 and .50, respectively, due to the relative population density of these types of dwelling units compared to the typical density of single-family units. Studies have consistently shown that an apartment unit impacts infrastructure approximately 75% as much as a single family residence, and mobile homes impact infrastructure approximately 50% (Sources: Institute of Transportation Engineers Informational Report Trip Generation, Fifth Edition, 1991. Metcalf and Eddy, Wastewater Engineering Treatment Disposal Reuse, Third Edition, 1991). The reduced impact on park and recreational facility use by residents of multiple-residential and mobile homes results in a lesser enhancement per unit to property values. Therefore, the Economic Value, Environmental Quality, and Recreation Enhancement benefit points for multiple-residential and mobile homes have been uniformly reduced to 75% and 50%, respectively.

The benefit points assigned to a multiple-residential or a mobile home parcel for the Land Use (Improvement Value) portion of the assessment are calculated based on the number of house units and the appropriate benefit point per house unit. The benefit points for multiresidential (.75) are multiplied by the number of dwelling units on the parcel to determine the total Land Use (Improvement Value) benefit points for the parcel. The total Land Use (Improvement Value) benefit points for a mobile home parcel is calculated by multiplying the benefit point per home unit (.50) by the number of units on the parcel. The benefit points for the land value portion of the assessment are calculated by multiplying the land area in acres by 2.33 benefit points per acre. These two amounts are then added together to obtain the total number of benefit points for the parcel.

Commercial/industrial - Other. For determining the land use benefit points to be assigned for properties in commercial/industrial use, these properties are first related to the basic single-family unit. The median home in the District has a lot size of approximately 1/7 of an acre, therefore the typical single-family residential density is seven dwelling units per acre. All properties that are developed for commercial/industrial are thus assigned seven benefit points per acre for the land use portion of the parcel. Each land use category of commercial/industrial property is then evaluated as to whether or not the three components of the land use benefit point (i.e., Economic Value, Environmental Quality and Recreation Enhancement) applies to the particular land use category.

Commercial/industrial properties that have been found to receive the same benefits as residential properties from increased economic activity and health, expanded employment opportunities and increased capacity to attract business as residential properties receive .50 BP for Economic Value, as do residential properties. Certain commercial/industrial properties, such as warehouses, storage facilities and mineral processing, mining and petroleum facilities, receive no economic benefit because these properties receive negligible benefit, if any, from park and recreation improvements. All commercial/industrial properties benefit from increased environmental quality as a result of the improvements; therefore, all commercial/industrial properties are assigned a factor of .25 BP for Environmental Quality. Those properties which are used by or which serve people are benefited by improved and increased park and recreational facilities; these properties are assigned a factor of .25 BP for Recreational Enhancement.

Additionally, a higher level of use for commercial/industrial property is identified when a structural improvement has multiple stories or occupies a greater percentage of the parcel than that which is the norm. To account for this, the benefit points for the property use is multiplied by a number which is proportional to the intensity of the structural improvements contained on the property.

The typical coverage of commercial/industrial parcel with a structure is 33%. Using this as the standard, the square footage of a structural improvement on a parcel, as this value is set forth in the Los Angeles County Assessor's records or as determined through appeal, is divided by one-third of the area of the parcel in square feet. The number then becomes proportional to the intensity of development on the parcel and represents an equivalent number of stories that may be found on a parcel. For the purpose of identifying this factor, it is set forth as "equivalent stories" in the benefit point equation. A minimum of one "equivalent story" will be applied to any improved (non-vacant) commercial/industrial property.

A paved lot which is used exclusively for parking and which does not have a structural improvement on the parcel will be assigned one equivalent story.

When a commercial/industrial building and a parking lot structure are located on one parcel, the improved square footage of the parking structure will be added to the improved square footage of the commercial/industrial building, resulting in the total improved square footage used to calculate equivalent stories.

Vacant Property. Vacant property has no Land Use Benefits associated with it. Even if a vacant parcel is designated as commercial/industrial or residential, it receives no additional benefits because of its designation as there are no improvements constructed upon it; therefore, vacant property receives only Land Value Benefit of 2.33 benefit points per acre.

The Land Value benefit received by property varies as the property varies in size. However, there is a decreasing marginal utility to the benefit vacant land receives from of parks, recreation facilities and open space that results in a benefit limit to larger vacant parcels. As vacant parcels increase in size, the vacant portion of a larger parcel functionally serves as open space. Consequently, as a basis for this limitation, a vacant parcel will not be assigned more benefit points than the total benefit points assigned to an acre of median single-family residence parcels. As vacant parcels increase in size beyond 2.5 acres, the marginal benefit they receive from parks improvements is negligible. Therefore the portion of any vacant parcel in excess of 2.5 acres shall not be subject to the assessment. The maximum benefit points that will be assigned to a vacant parcel is 5.83 (2.33 BP's x 2.5 acres).

This finding modifies and amends the finding stated in the 1992 Engineer's Report that vacant parcels up to 5 acres benefited. To the extent that present conclusions are inconsistent with previous findings, present findings are regarded as more accurately reflecting the benefits received.

In addition, the unused portion of any partially improved single parcel that is in excess of 2.5 acres will not be assessed. Such parcels that are partially improved will often appear on the Assessor's roll as improved. Those parcels that are found to be partially improved after review will have their assessments revised per this report.

Exempt Properties. Several land uses were determined to be exempt from the assessment because they either do not benefit from the proposed improvements or they have restricted uses that would not be in the public interest to acquire in the event of foreclosure. Examples are common areas, open spaces, green belts, sliver parcels, and pubic properties. Also exempt by law, are parcels designed as uninhabited and non-vacant agricultural and timber property.

Modifications. It is recognized, that when dealing with the millions of parcels that will be part of this Assessment District, using the information on the Los Angeles County Assessor's Roll as the primary source for the assessment formula may lead to some errors and some circumstances that do not precisely fit the intent of this program.

Where such circumstances are discovered, either by the persons administrating this program, or by the owners of the properties affected, such circumstances shall be reported to a committee appointed by the Board of Supervisors. The function and the authority of the committee will be to recommend such corrections or adjustments with such proposed changes being consistent with the concept, intent and parameters of the District's program of levying and collecting the Assessments. Unless such proposed changes are appealed to the Board of Supervisors, they will be incorporated into the assessment roll.

The total assessment to be levied on each parcel shall be the annual assessment per parcel times the number of years over which assessment will be levied. The annual assessment for each parcel shall remain in effect until the characteristics which affect the property's benefit points are updated, at which time the assessment for that parcel will be recalculated.

Financial Reports and Certifications. The District is required to prepare annual financial statements, which are prepared by the District and audited by independent certified public accountants. Certain information contained in this Official Statement was obtained from such reports. In addition, the District is required to report annually to the Board of Supervisors the status of completion of Projects. The District's audited financial statements for the year ended June 30, 2004, and other reports, are

available from the District upon request as set forth in the Official Statement under the caption "Additional Information."

Overlapping Debt. The District contains numerous municipalities, school districts, and special purpose districts which have issued general obligation bonded indebtedness, which is set forth on the statement below. Some of the indebtedness may be payable from self-supporting enterprises of revenue sources other than property taxation. Revenue bonds, tax allocation bonds and special assessment bonds are not included in this statement; lease revenue obligations payable from general fund or equivalent sources are included in this statement.

APPENDIX B

SUMMARY OF CERTAIN PROVISIONS OF THE LEGAL DOCUMENTS

The following are summaries of certain provisions contained in the Indenture and the District Indenture. Such summaries are not to be considered full descriptions of the underlying documents. In addition to the below summaries, certain terms of such documents are described elsewhere in this Official Statement.

DEFINITIONS OF CERTAIN TERMS

The following are summaries of certain definitions contained in the Indenture and the District Indenture used in this Official Statement.

"Acquisition Fund" shall mean the fund of that name established pursuant to the Master Indenture.

"Act" shall mean the Bond Improvement Act of 1915, commencing with Section 8500 of the California Streets and Highways Code, as amended from time to time.

"Annual Debt Service" shall mean for any Fiscal Year the aggregate amount of principal and interest on all District Bonds becoming due and payable during such Fiscal Year, calculated using the principles and assumptions set forth under the definition of Maximum Annual Debt Service, as certified by a certificate of a Financial Consultant to the Fiscal Agent, who may conclusively rely on such certificate.

"Assessment District" shall mean the County of Los Angeles Landscaping and Lighting District No. 92-1, which was formed in accordance with the Law, the Order and the Landscaping and Lighting Act.

"Assessments" shall mean the benefit assessments imposed upon the real property within the Assessment District by the Order.

"Authority" shall mean the Los Angeles County Public Works Financing Authority, a joint exercise of powers entity duly organized and existing under the Constitution and the laws of the State, and its successors and assigns.

"Authority Bonds" shall mean any bonds or bonds of any Series issued from time to time in accordance with the Master Indenture and any Supplemental Indenture, in each case having an equal lien and charge upon the Pledged Revenues.

"Authorized Authority Representative" shall mean such officer or employee of the Authority, or other person, who has been designated as such, from time to time, by the Authority.

"Authorized Denomination" shall mean, with respect to the Series 2005A Authority Bonds and the Series 2005A District Bonds, $5,000 or any integral multiple thereof, and, with respect to any other Series of Authority Bonds and any other Series of District Bonds, any denomination authorized by any supplemental indenture pursuant to which such Series of Authority Bonds or Series of District Bonds is issued.

"Authorized District Representative" shall mean such officer or employee of the District, or other person, who has been designated as such, from time to time, by the District.

"Board" shall mean the Board of Supervisors of the County of Los Angeles, and ex officio the governing body of all special assessment and taxing districts, agencies and authorities for which such Board acts.

"Bond Counsel" shall mean a firm of attorneys nationally recognized as experts in the area of municipal finance who are familiar with the transactions contemplated under the Master Indenture or the District Master Indenture, as appropriate.

"Bondholder" or "Owner" shall mean the person in whose name any Authority Bond or District Bond, as the case may be, is registered on the books maintained by the Paying Agent.

"Bond Interest Account" shall mean the account of that name established within the Debt Service Fund pursuant to the Indenture.

"Bond Principal Account" shall mean the account of that name established within each Debt Service Fund pursuant to the Indenture.

"Business Day" shall mean a day, other than a Saturday or Sunday, on which banks located in New York, New York and in Los Angeles, California are open; provided that such term may have a different meaning for any specified Series of Authority Bonds or District Bonds, as appropriate, if so provided by the Supplemental Indenture or the District Supplemental Indenture pursuant to which such series of bonds is issued.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations applicable thereto or issued thereunder, or any successor statute thereto.

"Costs" or "Costs of the Projects," as applied to the Projects or portion thereof, shall mean the cost of the projects and grants set forth in the Order and shall include the costs of issuance of District Bonds and of Authority Bonds; provided, however, that in no event shall "Costs of the Project" be construed to include (i) costs of administration of the District or (ii) costs of maintenance and servicing of the District or the Projects or any portion thereof.

"Costs of Issuance" shall mean all the costs of issuance, preparation, sale, execution and delivery of the Series 2005A Authority Bonds and the Series 2005A District Bonds and other costs related to the financing provided thereby, including, but not limited to, all printing and document preparation expenses in connection with the Series 2005A Authority Bonds and the Series 2005A District Bonds, and the preliminary and final official statements pertaining to the Series 2005A Authority Bonds and all other agreements, instruments, certificates or other documents executed and delivered in connection therewith; insurance premium; fees of the Rating Agencies; CUSIP Service Bureau charges; market study fees; legal fees and expenses of counsel; any computer and other expenses incurred in connection with the Series 2005A Authority Bonds; the initial fees and expenses of the Fiscal Agent and its counsel and any paying agent and its counsel (including without limitation origination fees and first annual fees payable in advance); any costs or fees expenses incurred in connection with the creation or funding of the Authority 2005A Bonds Escrow Fund, including the fees and expenses of the escrow holder and its counsel, if any; and other fees and expenses incurred in connection with the issuance of the Series 2005A Authority Bonds or the Series 2005A District Bonds, to the extent such fees and expenses are approved by an Authorized District Representative.

"Costs of Issuance Fund" shall mean the fund of that name set forth in the District Second Supplemental Indenture.

"County" shall mean the County of Los Angeles, a political subdivision of the State, and its successors and assigns.

"Debt Service Fund" shall mean the fund of that name established pursuant to the Master Indenture.

"District" shall mean the Los Angeles County Regional Park and Open Space District created pursuant to the Order and in accordance with the provisions of the Law, and its successors and assigns.

"District Bonds" shall mean the Los Angeles County Regional Park and Open Space District Limited Obligation Improvement Bonds issued pursuant to the District Indenture and any indenture supplemental thereto.

"District Debt Service Fund" shall mean the fund of that name established pursuant to the District Indenture.

"District Event of Default" shall mean any occurrence or event specified in the District Indenture.

"District First Supplemental Indenture" shall mean the District First Supplemental Indenture of Trust, dated as of November 1, 1997, by and between the District and the Fiscal Agent.

"District Second Supplemental Indenture" shall mean the Second Supplemental Indenture of Trust, dated as of February 1, 2005, by and between the District and the Fiscal Agent.

"District Indenture" shall mean the District Master Indenture, the District First Supplemental Indenture and the District Second Supplemental Indenture.

"District Master Indenture" shall mean the District Master Indenture of Trust, dated as of November 1, 1997, by and between the District and the Fiscal Agent pursuant to which the Series 2005A District Bonds are authorized and secured, as the same may be amended and supplemented from time to time in accordance with its terms.

"District Supplemental Indenture" shall mean any supplemental indenture then in full force and effect, which has been duly executed by the District, providing for the issuance of a Series of, or multiple Series of, District Bonds, amending or supplementing the District Master Indenture or amending or supplementing another District Supplemental Indenture.

"Earnings Fund" shall mean the fund of that name established pursuant to the District Indenture.

"Excess Earnings Subaccounts" shall mean each subaccount of that name established within the Earnings Account of the Earnings Fund with respect to a Series of District Bonds.

"Event of Default" shall mean any occurrence or event specified in the Master Indenture.

"Financial Consultant" shall mean the accountant, consultant, financial advisor or investment banker, or firm thereof, retained to perform acts and carry out the duties provided for such Financial Consultant in the Master Indenture or the District Master Indenture. Such accountant, consultant,

financial advisor or investment banker, or firm thereof, shall be nationally recognized within its profession for work of the character required.

"First Supplemental Indenture" shall mean the Authority First Supplemental Indenture of Trust, dated as of November 1, 1997, by and between the Authority and the Fiscal Agent.

"Fiscal Agent" shall mean the Auditor-Controller of the County, its designated agents and its successors and assigns; provided, however, that the District and the Authority are expressly authorized to permit any third party to perform any or all of the services of Fiscal Agent under the District Master Indenture and the Master Indenture, respectively, with respect to the District Bonds and the Authority Bonds, respectively.

"Fiscal Year" shall mean the period of time beginning on July 1 of each given year and ending on June 30 of the immediately subsequent year, or such other period as the Authority or the District, as appropriate, designates as its fiscal year.

"Government Obligations" shall mean (a) direct obligations issued by the United States Treasury; (b) noncallable obligations of a state, a territory or a possession of the United States of America, or any political subdivision of any of the foregoing, or of the District of Columbia, within the meaning of Section 103(c) of the Code, which are rated AAA by S&P and Aaa by Moody's and which are not guaranteed directly or indirectly by direct or indirect obligations of the United States of America within the meaning of Section 149(b) of the Code; (c) noncallable obligations guaranteed by the Federal Housing Administration, the Veterans Administration, the Federal Home Loan Mortgage Corporation or the Government National Mortgage Association; or (d) such other federal securities as may be permitted under regulations issued pursuant to Section 149(b) of the Code which, in the opinion of Bond Counsel, will not impair the exclusion from gross income for federal income tax purposes of interest with respect to the Bonds.

"Indenture" shall mean the Master Indenture, the First Supplemental Indenture and the Second Supplemental Indenture.

"Interest Payment Date" shall mean, with respect to the Series 2005A Authority Bonds, each April 1 and October 1, commencing on April 1, 2005, and, with respect to any other Series of Authority Bonds, each date specified in the Supplemental Indenture pursuant to which such Series of Authority Bonds is issued.

"JPA Law" shall mean Articles 1 through 3 of Chapter 5 of Division 7 of Title 1 of the California Government Code (commencing with Section 6500 thereof), as amended from time to time.

"Landscaping and Lighting Act" shall mean Part 2 of Division 15 of the California Streets and Highways Code, as amended from time to time.

"Law" shall mean Article 3 of Chapter 3 of Division 5 of the California Public Resources Code (commencing with Section 5500), as amended from time to time.

"Mail" shall mean by first-class United States mail, postage prepaid.

"Master Indenture" shall mean the Authority Master Indenture of Trust, dated as of November 1, 1997, by and between the Authority and the Fiscal Agent, as amended from time to time by any Supplemental Indenture in accordance with the terms of such Master Indenture.

"Maximum Annual Debt Service" shall mean the greatest amount of principal and interest becoming due and payable on all District Bonds in the Fiscal Year in which the calculation is made or any subsequent Fiscal Year as certified by a certificate of a Financial Consultant delivered within 30 days of the date of calculation to the Fiscal Agent, who may rely conclusively on such certificate; provided, however, that for the purposes of computing Maximum Annual Debt Service:

(a) principal and interest payments on such District Bonds shall be excluded to the extent such payments are to be paid from amounts on deposit with the Fiscal Agent or other fiduciary in escrow specifically therefor;

(b) in determining the principal amount on such District Bonds due in each Fiscal Year, payment shall (unless a different subsection of this definition applies for purposes of determining principal maturities or amortization) be assumed to be made in accordance with any amortization schedule established for such debt, including any mandatory sinking account payments, and for such purpose, the redemption payment shall be deemed a principal payment; and

(c) the rate of interest on variable rate Bonds shall be assumed to be a rate calculated by adding 2.00% to the average of The Bond Market AssociationTM Municipal Swap Index over the preceding six month period ending on the Business Day next prior to the date of calculation; provided that upon obtaining the written approval of the Rating Agencies, interest on variable rate Bonds issued in connection with an interest rate swap agreement may be computed at the effective fixed rate of interest under such interest rate swap.

"Moody's" shall mean Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, and its successors, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized rating agency designated by the Authority or the District.

"2005A Reserve Account" shall mean the account of that name in the Reserve Fund established pursuant to the District Indenture.

"Nonarbitrage Certificate" shall mean the Tax and Nonarbitrage Certificate executed and delivered by the District and the Authority at the time of issuance and delivery of the Series 2005A Authority Bonds and the Series 2005A District Bonds.

"Order" shall mean the "Order of the Board of Supervisors of the County of Los Angeles Initiating Proceedings For Formation of the Los Angeles County Regional Park and Open Space District, Forming an Assessment District, and Calling, Providing For and Giving Notice of a Special Election to be Held in the County on November 3, 1992 and Consolidating the Special Election with the General Election to be Held on November 3, 1992" adopted on March 17, 1992 and approved by the voters on November 3, 1992, as amended by the Resolution, and as may be further amended from time to time.

"Outstanding," with respect to Authority Bonds or District Bonds, as the case may be, shall mean all Authority Bonds or District Bonds which have been authenticated and delivered under the Indenture or the District Indenture, as appropriate, except:

(i) Authority Bonds or District Bonds, as the case may be, cancelled or purchased by the Fiscal Agent or the Paying Agent for cancellation or delivered to or acquired by the Fiscal Agent or the Paying Agent for cancellation and, in all cases, with the intent to extinguish the debt represented thereby;

(ii) Authority Bonds or District Bonds, as the case may be, deemed to be paid in accordance with certain provisions of the Master Indenture or the District Master Indenture, as appropriate;

(iii) Authority Bonds or District Bonds, as the case may be, in lieu of which other Authority Bonds or District Bonds have been authenticated under certain provisions of the Indenture or the District Indenture, as appropriate, relating to mutilated, lost, stolen or destroyed Authority Bonds or District Bonds;

(iv) Authority Bonds or District Bonds, as the case may be, that have become due (at maturity or on redemption, acceleration or otherwise) and for the payment of which sufficient moneys, including interest accrued to the due date, are held by the Fiscal Agent or a Paying Agent;

(v) Authority Bonds or District Bonds, as the case may be, which, under the terms of the Supplemental Indenture or District Supplemental Indenture, as appropriate, pursuant to which they were issued, are deemed to be no longer Outstanding; and

(vi) for purposes of any consent or other action to be taken by the holders of a specified percentage of Authority Bonds or District Bonds, as the case may be, under the Indenture or the District Indenture, as appropriate, Authority Bonds or District Bonds held by or for the account of the Authority or the District, as appropriate, or by any person controlling, controlled by or under common control with the Authority or the District, as appropriate, unless such Authority Bonds or District Bonds are pledged to secure a debt to an unrelated party, in which case such Authority Bonds or District Bonds shall, for purposes of consents and other Authority Bondholder or District Bondholder action, as appropriate, be deemed to be Outstanding and owned by the party to which such Authority Bonds or District Bonds are pledged. Nothing herein shall be deemed to prevent the Authority or the District, as appropriate, from purchasing Authority Bonds or District Bonds from any party out of any funds available to the Authority or the District.

"Paying Agent" shall mean, with respect to the Series 2005A Authority Bonds, U.S. Bank National Association, and its successors and assigns, and, with respect to the Series 2005A District Bonds, the Fiscal Agent, and its designated agents and its successors and assigns.

"Permitted Investments" shall mean if and to the extent permitted by law and by policy guidelines promulgated by the County:

(i) Government Obligations;

(ii) Bonds issued by the County, which are rated AA/Aa, or better, by S&P and Moody's including bonds payable solely out of the revenues from a revenue-producing property owned, controlled or operated by the County or by a department, board, agency or authority thereof;

(iii) Registered warrants or treasury notes or bonds of the State which are rated AA/Aa, or better, by S&P and Moody's, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled or operated by the State or by a department, board, agency or authority thereof;

(iv) Bonds, notes, warrants or other evidences of indebtedness of any local agency within the State which are rated AA/Aa, or better, by S&P and Moody's, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled or operated by the local agency or by a department, board, agency or authority thereof;

(v) Obligations issued by banks for cooperatives, federal land banks, federal intermediate credit banks, federal home loan banks, the Federal Home Loan Bank Board, the Tennessee Valley Authority, or in obligations, participations, or other instruments of or issued by, or fully guaranteed as to principal and interest by, the Federal National Mortgage Association, or in guaranteed portions of Small Business Administration Note; or in guaranteed portions of Small Business Administration Note; or in obligations, participations or other instruments of, or issued by, a federal agency or a United States government-sponsored enterprise;

(vi) Bills of exchange or time drafts drawn on or accepted by a commercial bank, otherwise known as bankers' acceptances, which are eligible for purchase by the Federal Reserve System and which are drawn on or accepted by a commercial bank, the long-term debt obligations of which are rated A-1/AA or better by S&P and P-1/Aa or better by Moody's; purchases of bankers' acceptances may not exceed 270 days' maturity;

(vii) Commercial paper rated A 1/AA or better by S&P and P 1/Aa or better by Moody's;

(viii) Negotiable certificates of deposit issued by or deposit accounts with a nationally or state-chartered bank or a state or federal association (as defined by Section 5102 of the California Financial Code) or a state-licensed branch of a foreign bank which is rated A 1/AA or better by S&P and P 1/Aa or better, by Moody's (including the Paying Agent or its affiliates);

(ix) Investments in repurchase agreements of any securities enumerated above with an institution with debt rated AA/Aa, or better, or commercial paper rated A 1 +/P 1, or better, by S&P and Moody's, if the Fiscal Agent shall have received a perfected first security interest in such securities securing such repurchase agreement and the Fiscal Agent or its appointed agent shall hold such obligations free and clear of the claims of third parities and the securities securing such repurchase agreement are required to be of such nature, valued at such intervals and maintained at such levels so as to meet the collateralization levels then required by S&P and Moody's for a rating of AA/Aa or better;

(x) Mortgage securities purchased under an agreement to resell pursuant to clause (ix) above, provided that the mortgage securities are eligible investments under subdivision (a) or (b) of Section 13000 of the California Financial Code which are rated AA/Aa or better by S&P and Moody's Investment in a mortgage security shall not exceed 95 % of the mortgage security's fair market value;

(xi) Medium-term corporate notes of a maximum of five years' maturity issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state operating within the United States, which are rated A-1/AA, or better by S&P or P-1/Aa or better by Moody's;

(xii) Shares in beneficial interest issued by money market funds which are rated AAAm/AAAm-G or better, by S&P, investing in the securities and obligations as authorized by clauses (1) to (13), inclusive, of this definition; and

(xiii) To the extent of moneys pledged to the payment of, or as security for, the Bonds and held by the Fiscal Agent or Paying Agent, as applicable; in any other prudent investment; provided that such investment is rated AA/Aa or better by S&P and Moody's; or if such investment is a guaranteed investment contract, that the issuer thereof has a claims paying rate of AA/Aa or better by S&P and Moody's.

"Pledged Assessments" shall mean the Assessments and the proceeds of any foreclosure proceedings attributable thereto, if any, (i) less the amounts deducted and set aside in accordance with the Order in the servicing and maintenance fund established in accordance with the Order, and (ii) less the amounts deducted and set aside in accordance with the Order in the administrative expenses fund established in accordance with the Order.

"Pledged Revenues" shall mean (a) with respect to the Authority Bonds: (i) all principal of, premium, if any, and interest on, and all other amounts payable by the District with respect to the District Bonds held by the Authority, (ii) all moneys deposited and held from time to time by the Paying Agent or the Fiscal Agent in the funds and accounts established with respect to such Series, and (iii) all interest, profits and other income received from the investment of such amounts; and (b) with respect to the District Bonds: (i) the Pledged Assessments, (ii) all moneys deposited and held from time to time by Fiscal Agent in Funds, Accounts and Subaccounts established with respect to such District Bonds, and (iii) all interest, profits and other income received from the investment of such amounts.

"Pre-refunded Municipals" shall mean 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 (i) which are rated, based on the escrow, in the highest Rating Category of Moody's or S&P or (ii)(A) which are fully secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or Government Obligations, which fund 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 (B) which fund 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 definition on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate.

"Rating Agencies" shall mean Moody's and S&P.

"Rating Category" shall mean (i) with respect to any long-term rating category, all ratings designated by a particular letter or combination of letters, without regard to any numerical modifier, plus or minus sign or other modifier and (ii) with respect to any short-term or commercial paper rating category, all ratings designated by a particular letter or combination of letters and taking into account any numerical modifier, but not any plus or minus sign or other modifier.

"Record Date" shall mean, with respect to the Series 2005A Authority Bonds and the Series 2005A District Bonds, the close of business on the fifteenth day of the month next preceding each Interest Payment Date.

"Redemption Fund" shall mean the fund of that name established pursuant to the Indenture.

"Reserve Fund" shall mean, with respect to the Series 2005A District Bonds, the fund of that name established pursuant to the District Master Indenture.

"Reserve Requirement" shall mean, as of any date of calculation, the least of (i) 10% of the original principal amount of the District Bonds, (ii) 125% of the average amount of principal and interest becoming due and payable on District Bonds during each full Fiscal Year after the date of calculation, or (iii) the greatest amount of principal and interest becoming due and payable on all District Bonds in any six calendar month period after the date of calculation.

"Resolution" shall mean the "Resolution of the Board of Supervisors of the County of Los Angeles, Acting as the Legislative Body of the Los Angeles County Regional Park and Open Space District, levying an Additional Assessment Within the District, Amending the Method of Assessment and Authorizing the Expenditure of District Revenues for any Authorized Purpose, Subject to Approval by the County Electorate" adopted June 18, 1996 and approved by the majority of the electors of the County voting at an election held November 5, 1996.

"Second Supplemental Indenture" shall mean the Authority Second Supplemental Indenture of Trust, dated as of February 1, 2005, by and between the Authority and the Fiscal Agent.

"Series" shall mean Authority Bonds or District Bonds, as the case may be, issued at the same time or sharing some other common term or characteristic and designated as a separate series of Authority Bonds or District Bonds.

"S&P" shall mean Standard & Poor's Rating Services, a division of the McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, and its successors, and if such corporation shall for any reason no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Authority or the District, as appropriate.

"State" shall mean the State of California.

"Supplemental Indenture" shall mean any supplemental indenture then in full force and effect, which has been duly executed by the Authority, providing for the issuance of a Series of, or multiple Series of, Authority Bonds, amending or supplementing the Master Indenture or amending or supplementing another Supplemental Indenture.

THE MASTER INDENTURE

Issuance of Additional Authority Bonds and Refunding Authority Bonds

Prior to or simultaneously with the delivery of any subsequent Series of Authority Bonds, there shall be filed with the Paying Agent and the Fiscal Agent the following:

(i) an original executed counterpart or a copy, certified as correct and complete by an Authorized Authority Representative, of the Master Indenture;

(ii) an original executed counterpart or a copy, certified as correct and complete by an Authorized Authority Representative, of the Supplemental Indenture providing for the issuance of such subsequent Series of Authority Bonds;

(iii) evidence of the issuance and delivery to the Authority by the District of District Bonds, the payment of principal and interest on which shall when combined with principal and interest on all other District Bonds held by the Authority, provide sufficient funds to permit the Authority to pay principal and interest on all Authority Bonds as the same shall become due and payable; and

(iv) an opinion of Bond Counsel substantially to the effect that (A) the issuance of such subsequent Series of Authority Bonds has been duly authorized, (B) all legal conditions precedent to the delivery of such subsequent Series of Authority Bonds have been fulfilled, (C) the subsequent Series of Authority Bonds are valid and binding obligations of the Authority enforceable in accordance with their terms, except as limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditors' rights generally and subject to such other exceptions as are acceptable to the Authority, (D) the issuance of the subsequent Series of Authority Bonds and the intended expenditure of the proceeds thereof will not adversely affect the tax-exempt status of any Authority Bonds Outstanding immediately after such issuance which purport to bear interest which is excluded from gross income for federal income tax purposes, and (E) if it is the intention of the Authority that the interest on such subsequent Series of Authority Bonds will be excluded from gross income for federal income tax purposes, an opinion to that effect.

Refunding Authority Bonds may be issued under and secured by the Master Indenture for the purpose of providing funds for refunding all of the Outstanding Authority Bonds of any one or more Series or any portion thereof in accordance with and as permitted by applicable law and the Master Indenture; provided, however, that the provisions of the Master Indenture shall be deemed satisfied if immediately after the issuance of such refunding Authority Bonds, the Authority shall hold District Bonds the payment of principal and interest on which shall provide sufficient funds to permit the Authority to pay principal and interest on all Authority Bonds as the same shall become due and payable.

Pledged Revenues

The Authority Bonds of each Series will be secured by a first lien and charge on and pledge of the related Pledged Revenues and shall be of equal rank without preference, priority or distinction of any Authority Bond of any such Series over any other Authority Bond of any other Series. The Authority by execution of the Master Indenture and the related Supplemental Indenture grants such pledge and first lien on the Pledged Revenues. The Authority covenants that, until all Authority Bonds and the interest thereon shall have been paid or are deemed to have been paid, it will not grant any pledge of the Pledged Revenues ranking senior to the pledge to the Bondholders or create or permit to be created any charge or

lien, other than a charge or lien arising by operation of general provisions of law, on such Pledged Revenues ranking senior to the charge or lien of the Series of Authority Bonds.

Establishment of Funds

Debt Service Fund. The Fiscal Agent shall, on or before each Interest Payment Date, make the following deposits from the Pledged Assessments with respect to the Series 2005A Authority Bonds:

(i) to the Bond Interest Account of the 2005A Debt Service Fund an amount which, together with the amount on deposit therein, equals the interest to fall due on the immediately succeeding Interest Payment Date; and

(ii) to the Bond Principal Account of the 2005A Debt Service Fund an amount which, together with the amount on deposit therein, equals the principal payable on the immediately succeeding Interest Payment Date plus any premium.

There shall be withdrawn on or before each Interest Payment Date with respect to a Series of Bonds, from the Bond Interest Account of the related Debt Service Fund and the Bond Principal Account of the related Debt Service Fund and deposited with the applicable Paying Agent or Paying Agents sufficient money for paying the interest on the related Series of Bonds and the principal of and premium on the related Series of Bonds as the same shall be due and payable.

Any amounts remaining in the Accounts of the Debt Service Fund with respect to a Series of Bonds on each Interest Payment Date, mandatory sinking fund date or maturity date which are not required for the payment of principal or interest with respect to such Series of Bonds on the next Interest Payment Date, mandatory sinking fund date or maturity date shall be remitted to the Authority to be thereupon transferred to the District.

Redemption Fund. All moneys the Authority deposits with the Fiscal Agent for the purpose of redeeming Series 2005A Authority Bonds, unless otherwise directed by the Authority, will be deposited in the 2005A Redemption Fund. All amounts deposited in the 2005A Redemption Fund shall be used and withdrawn by the Fiscal Agent solely for the purpose of redeeming the Series 2005A Authority Bonds, in the manner, at the times and upon the terms and conditions specified in the Second Supplemental Indenture. If at any time prior to the time the Paying Agent delivers notice of the redemption of Series 2005A Authority Bonds, the Fiscal Agent shall, upon receipt of written instructions from an Authorized Authority Representative, apply such amounts to the purchase of Series 2005A Authority Bonds at public or private sale, as and when and at such prices (including brokerage and other charges) as directed by the Authority.

All moneys deposited in the Redemption Fund for the purpose of paying Series 2005A Authority Bonds which are called for redemption shall be held in trust for the holders of the Series 2005A Authority Bonds and such funds shall be held uninvested, or invested in securities in accordance with the Indenture.

Unclaimed Moneys

Any moneys which the Fiscal Agent shall have received from any source and set aside for the purpose of paying any Authority Bond shall be held in trust for the holder of such Authority Bond, but any money so set aside or deposited by the Fiscal Agent and which remains unclaimed by the holder of such Authority Bond for a period of one year after the date on which such Authority Bond shall have become due and payable (or such longer period as shall be required by State law) shall be paid to the

Authority to be paid to the District for use in making equitable District-wide grants, all in accordance with the Indenture.

Covenants of the Authority

The Authority covenants and agrees that it will duly and punctually pay or cause to be paid from the Pledged Revenues and to the extent thereof the principal of, premium, if any, and interest on every Authority Bond of such Series at the place and on the dates and in the manner specified in the Indenture and in such Authority Bonds, according to the true intent and meaning thereof. The Authority's obligation to make payments of the principal of, premium, if any, and interest on the Authority Bonds shall be limited to payments from Pledged Revenues, the Funds and Accounts pledged therefor, and any other source which the Authority may specifically provide for such purpose and no Bondholder shall have any right to force payment from any other funds of the Authority.

Investments

Money held by the Fiscal Agent in any fund or account under the Master Indenture and any Supplemental Indenture shall be invested by the Fiscal Agent in Permitted Investments pending application, all as provided in the Master Indenture and any Supplemental Indenture.

Defeasance

Authority Bonds of any Series or portions thereof (such portions to be in integral multiples of the Authorized Denomination) which have been paid in full or which are deemed to have been paid in full shall no longer be secured by or entitled to the benefits of the Master Indenture except for the purposes of payment from moneys, Government Obligations or Pre-refunded Municipals. When all Authority Bonds of any Series which have been issued under the Master Indenture have been paid in full or are deemed to have been paid in full, and all other sums payable under the Master Indenture by the Authority, including all necessary and proper fees, compensation and expenses of the Fiscal Agent and any Paying Agents, have been paid or are duly provided for, then the right, title and interest of the Fiscal Agent in and to the Pledged Revenues shall thereupon cease, terminate and become void, and thereupon the Fiscal Agent shall: (i) cancel, discharge and release the Master Indenture; (ii) execute, acknowledge and deliver to the Authority such instruments of satisfaction and discharge or release as shall be requisite to evidence such release and such satisfaction and discharge; and (iii) assign and deliver to the Authority any property and revenues at the time subject to the Master Indenture which may then be in the Fiscal Agent's possession, except funds or securities in which such funds are invested and held by the Fiscal Agent or the Paying Agents for the payment of the principal of, premium, if any, and interest on such Bonds.

An Authority Bond shall be deemed to be paid for all purposes of the Master Indenture when (a) payment with respect thereto of the principal, interest and premium, if any, either (i) shall have been made or caused to be made in accordance with the terms of the Authority Bonds, the Master Indenture and the related Supplemental Indenture or (ii) shall have been provided for, as certified to the Fiscal Agent by a Financial Consultant, by irrevocably depositing with the Fiscal Agent in trust and irrevocably setting aside exclusively for such payment: (1) moneys sufficient to make such payment, (2) Government Obligations maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, or (3) Pre-refunded Municipals, maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of the Fiscal Agent and the Paying Agent pertaining to such Authority Bond with respect to which such deposit is made shall have been paid or provision made for the payment thereof. At such times as a Series of Authority Bonds shall be deemed to be paid, such Series of Authority Bonds shall no longer be secured

by or entitled to the benefits of the Master Indenture, except for the purposes of payment from such moneys, Government Obligations or Pre-refunded Municipals.

No deposit shall be deemed a payment of such Authority Bonds until either the maturity of such Authority Bonds or the giving of proper notice of redemption of such Authority Bonds or the giving of irrevocable instructions to the Paying Agent to notify, as soon as practicable, the Bondholders in accordance with the Master Indenture that the Authority Bonds are deemed to have been paid and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of, premium, if any, and unpaid interest on such Authority Bonds.

Defaults and Remedies

Events of Default. Each of the following events shall constitute and is referred to in the Master Indenture as an "Event of Default":

(i) a failure to pay the principal of or premium, if any, on any of the Authority Bonds when the same shall become due and payable at maturity or upon redemption;

(ii) a failure to pay any installment of interest on Authority Bonds when such interest shall become due and payable;

(iii) a failure by the Authority to observe and perform any covenant, condition, agreement or provision (other than as specified in clauses (i) and (ii) above) contained in the Authority Bonds or in the Master Indenture on the part of the Authority to be observed or performed, which failure shall continue for a period of 30 days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Authority by the Fiscal Agent; provided, however, that the Fiscal Agent shall be deemed to have agreed to an extension of such period to the extent that and so long as corrective action is initiated by the Authority within such period and is being diligently pursued;

(iv) the occurrence of any other Event of Default as may be provided in a Supplemental Indenture.

Upon its actual knowledge of the occurrence of any Event of Default, the Fiscal Agent shall immediately give written notice thereof to the Authority.

Remedies. Upon the occurrence and continuance of any Event of Default specified in (i) or (ii) above, the Fiscal Agent shall proceed, or upon the occurrence and continuation of any other Event of Default under the Master Indenture the Fiscal Agent may proceed (and upon the written direction of the holders of not less than a majority of the aggregate principal amount of the Authority Bonds then Outstanding shall proceed) in its own name and as the Fiscal Agent of an express trust to exercise the following remedies:

(i) declare the principal of all Authority Bonds then Outstanding and the accrued but unpaid interest thereon to be due and payable immediately, and upon any such declaration, all Authority Bonds shall become due and payable, anything to the contrary contained herein or in the Authority Bonds notwithstanding; provided, however, that if, at any time after the principal of the Authority Bonds then Outstanding shall have been declared due and payable and before any judgment or decree for the payment of amounts due thereon shall have been obtained or entered, the Authority shall deposit with the Fiscal Agent an amount sufficient to pay all principal of and accrued but unpaid interest on the Authority Bonds to the date of such declaration, with interest at

the rate applicable to Bonds on such overdue principal of and interest on Bonds, and the reasonable expenses of the Fiscal Agent, and any and all other defaults known to the Fiscal Agent (other than in the payment of principal of, and interest on the Authority Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Fiscal Agent or provision deemed by the Fiscal Agent to be adequate shall have been made therefor, then and in every such case the holders of not less than a majority of the aggregate principal amount of Authority Bonds then Outstanding, by written notice to the Authority and to the Fiscal Agent, may on behalf of the holders of all the Authority Bonds then Outstanding rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power arising as a result of such subsequent default;

(ii) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of such Bondholders, and require the Authority to carry out any agreements with or for the benefit of such Bondholders and to perform its or their duties under the JPA Law or any other law to which it is subject and the Master Indenture, provided that any such remedy may be taken only to the extent permitted under the applicable provisions of the Master Indenture;

(iii) bring suit upon the defaulted Bonds;

(iv) commence an action or suit in equity to require the Authority to account as if it were the trustee of an express trust for the holders of the Authority Bonds; or

(v) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the holders of the Authority Bonds.

The Fiscal Agent shall be under no obligation to take any action with respect to any Event of Default unless the Fiscal Agent has actual knowledge of the occurrence of such Event of Default.

Bondholders' Right to Direct Proceedings. Anything in the Master Indenture to the contrary notwithstanding, if an Event of Default has occurred and is continuing under the Master Indenture, holders of a majority in principal amount of the Authority Bonds then Outstanding shall have the right, at any time, by an instrument in writing executed and delivered to the Fiscal Agent, to direct the time, method and place of conducting all remedial proceedings available to the Fiscal Agent under the Master Indenture to be taken in connection with the enforcement of the terms of the Master Indenture or exercising any trust or power conferred on the Fiscal Agent by the Master Indenture; provided that such direction shall not be otherwise than in accordance with the provisions of the law and the Master Indenture and that there shall have been provided to the Fiscal Agent security and indemnity satisfactory to the Fiscal Agent against the costs, expenses and liabilities to be incurred as a result thereof by the Fiscal Agent; provided further that the Fiscal Agent shall have the right to decline to follow any such direction which in the opinion of the Fiscal Agent would be unjustly prejudicial to holders of Authority Bonds not parties to such direction.

Limitation on Bondholders' Right to Institute Proceedings. No owner of any Authority Bond will have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under the Master Indenture, the Order, the JPA Law or any other applicable law, unless (i) such owner shall have given to the Fiscal Agent written notice of the occurrence of an Event of Default; (ii) the owners of not less than a majority of the aggregate principal amount of the Authority Bonds then Outstanding for which an Event of Default has occurred and is continuing shall have made written request upon the Fiscal Agent to exercise the powers heretofore granted under the Master Indenture or to institute such suit, action or proceeding in its own name; (iii) such owner or

owners shall have tendered to the Fiscal Agent reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (iv) the Fiscal Agent shall have refused or failed to comply with such request for a period of 60 days after such written request shall have been received by and such tender of indemnity shall have been made to, the Fiscal Agent.

No Impairment of Right to Enforce Payment. Notwithstanding any other provision in the Master Indenture, the right of any Bondholder to receive payment of the principal of and interest on such holder's Authority Bond, on or after the respective due dates expressed therein and to the extent of the Pledged Revenues, or to institute suit for the enforcement of any such payment on or after such respective date, shall not be impaired or affected without the consent of such Bondholder.

Application of Moneys. If an Event of Default shall occur and be continuing, all and any other funds then held or thereafter received by the Fiscal Agent under any of the provisions of the Master Indenture shall be applied by the Fiscal Agent as follows and in the following order:

(1) To the payment of any expenses necessary in the opinion of the Fiscal Agent to protect the interests of the Bondholders and payment of reasonable fees and expenses of the Fiscal Agent (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under the Master Indenture; and

(2) To the payment of the principal of and interest then due on the Authority Bonds (upon presentation of the Authority Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of the Master Indenture, as follows:

(i) Unless the principal of all of the Authority Bonds shall have become or have been declared due and payable:

First: To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination of preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal of any Authority Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, with interest on the overdue principal at the rate borne by the respective Bonds, and, if the amount available shall not be sufficient to pay in full all the Authority Bonds due on any date, together with such interest, then to the payment thereof ratably, according to the amount of principal due on such date to the persons entitled thereto, without any discrimination or preference.

(ii) If the principal of all of the Authority Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Authority Bonds, with interest on the overdue principal at the respective rates borne by the Authority Bonds, and, if the amount available shall not be sufficient to pay in full the whole amount so due and unpaid, then to the payment thereof ratable, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, or of any Authority

Bond of any Series over any other Authority Bond of such Series, according to the amounts due respectively for principal and interest, to the persons entitled thereto without discrimination or preference.

Whenever moneys are to be applied pursuant to the above provisions, such moneys shall be applied at such times, and from time to time, as the Fiscal Agent shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Fiscal Agent shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal and interest to be paid on such date shall cease to accrue. The Fiscal Agent shall give notice of the deposit with it of any such moneys and of the fixing of any such date by Mail to all Bondholders and shall not be required to make payment to any Bondholder until such Authority Bonds shall be presented to the Fiscal Agent for appropriate endorsement or for cancellation if fully paid.

Additional Events of Default and Remedies. The Events of Default and remedies as set forth in the Master Indenture may be supplemented with such additional Events of Default and remedies as may be set forth in a Supplemental Indenture.

Fiscal Agent, Paying Agent and Other Agents

The Fiscal Agent is authorized to and shall maintain and administer funds, accounts and subaccounts in accordance with the terms of the Master Indenture, and shall perform all other duties assigned to it or imposed on it as provided in the Master Indenture. The Fiscal Agent shall keep accurate records of all funds and accounts administered by it.

The Authority may at any time or from time to time appoint a Paying Agent or Paying Agents for the Authority Bonds or for any Series of Authority Bonds, to act in accordance with the terms of the Master Indenture and any related Supplemental Indenture.

The Authority may, at any time, remove the Fiscal Agent and the Paying Agent and appoint one or more successors. Upon the occurrence and continuation of an Event of Default, if the Auditor-Controller of the County is acting as Fiscal Agent with respect to the Authority Bonds, the Authority shall remove the Fiscal Agent and appoint a successor.

Modification of the Master Indenture

Supplemental Indentures Not Requiring Consent of Bondholders. The Authority may, from time to time and at any time, without the consent of or notice to the Bondholders, execute and deliver Supplemental Indentures supplementing or amending the Master Indenture or any Supplemental Indenture as follows:

(i) to provide for the issuance of a Series or multiple Series of Authority Bonds under the provisions of the Master Indenture and to set forth the terms of such Authority Bonds and the special provisions which shall apply to such Authority Bonds;

(ii) to cure any formal defect, omission, inconsistency or ambiguity in the Master Indenture or any Supplemental Indenture;

(iii) to add to the covenants and agreements of the Authority in the Master Indenture or any Supplemental Indenture other covenants and agreements, or to surrender any right or

power reserved or conferred upon the Authority, and which shall not adversely affect the interests of the Bondholders;

(iv) to confirm, as further assurance, any interest of the Fiscal Agent in and to the Pledged Revenues or in and to the funds, accounts and subaccounts held by the Fiscal Agent or in and to any other moneys, securities or funds of the Authority provided pursuant to the Indenture or to otherwise add additional security for the Bondholders;

(v) to comply with the requirements of the Trust Indenture Act of 1939, as from time to time amended;

(vi) to modify, alter, amend or supplement the Master Indenture or any Supplemental Indenture in any other respect which, in the judgment of the Authority, is not materially adverse to the Bondholders;

(vii) to provide for uncertificated Bonds or for the issuance of coupons and bearer Bonds or Bonds registered only as to principal;

(viii) to qualify the Authority Bonds or a Series of Authority Bonds for a rating or ratings by any one or more of the Rating Agencies; and

(ix) to comply with the requirements of the Code as are necessary, in the opinion of Bond Counsel, to prevent the federal income taxation of the interest on any of the Authority Bonds which purport to bear interest which is excluded from gross income for federal income tax purposes.

Supplemental Indenture Requiring Consent of Bondholders. Except for any Supplemental Indenture entered as described immediately above or immediately below, the holders of not less than a majority in aggregate principal amount of the Authority Bonds then Outstanding shall have the right from time to time to consent to and approve, in accordance with the Master Indenture and the Supplemental Indenture, the execution by the Authority of any Supplemental Indenture deemed necessary or desirable by the Authority for the purposes of modifying, altering, amending, supplementing or rescinding, in any particular, any of the terms or provisions contained in the Master Indenture or in a Supplemental Indenture.

The Authority may, from time to time and at any time execute a Supplemental Indenture which amends the provisions of an earlier Supplemental Indenture pursuant to which a Series or multiple Series of Authority Bonds are issued. If such Supplemental Indenture is executed for one of the purposes set forth in paragraphs (i) to (ix) above, no notice to or consent of the Bondholders shall be required.

If Bondholders of not less than the percentage of Authority Bonds required by the Master Indenture shall have consented to and approved the execution and delivery thereof, no Bondholders shall have any right to object to the adoption of such Supplemental Indenture, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the execution and delivery thereof, or to enjoin or restrain the Authority from executing the same or from taking any action pursuant to the provisions thereof.

THE DISTRICT MASTER INDENTURE

Additional District Bonds

Prior to or simultaneously with the delivery of any subsequent Series of District Bonds, the Fiscal Agent shall require the delivery of certain documents, certificates, opinions and instructions as set forth in the District Master Indenture. In particular, as a condition to the issuance of any Series of District Bonds subsequent to the issuance of the Series 2005A District Bonds, there shall be delivered to the Fiscal Agent a certificate of the County certifying that, based upon a review of the books and records maintained by the District for each Fiscal Year, the product of (i) the total number of benefit points in the District as of the last day of the Fiscal Year ended next prior to the date on which such District Bonds are to be issued times (ii) 80% of the maximum dollar amount per benefit point at which Assessments are authorized to be levied in each Fiscal Year thereafter during which District Bonds are scheduled to be outstanding times (iii) the percentage, as certified by the Auditor-Controller of the County, of the County's secured property tax levy for such prior Fiscal Year actually collected during such prior Fiscal Year, equals at least 1.15 times the Maximum Annual Debt Service in any Fiscal Year thereafter on all District Bonds to be Outstanding immediately subsequent to the issuance of the additional District Bonds. This certificate shall not be required with respect to such District Bonds as are being issued for the purpose of refunding their Outstanding Bonds if there is delivered to the Fiscal Agent and the Paying Agent, in lieu thereof a certificate of an Authorized District Representative showing that Annual Debt Service in each year on the refunding Bonds will not exceed Annual Debt Service in each year that would have been payable with respect to the refunded Bonds had the refunding Bonds not been issued.

Refunding District Bonds

Refunding District Bonds of the District may be issued under and secured by the District Master Indenture for the purpose of providing funds for the refunding of the outstanding District Bonds or any portion thereof in accordance with and as permitted by applicable law and the District Second Supplemental Indenture.

District Pledged Revenues and Funds

District Pledged Revenues. The District Bonds are secured by a first lien and charge on and pledge of District Pledged Revenues and shall be of equal rank without preference, priority or distinction of any District Bond of any Series over any other District Bond of any other Series. The District has granted to the holders of District Bonds (which, with respect to the Series 2005A District Bonds, is the Authority) a pledge and first lien on the District Pledged Revenues and has covenanted that, until the District Bonds of all Series and the interest thereon shall have been paid or shall have been deemed to have been paid, it will not issue any obligations secured by a lien on the Pledged Revenues that is senior to the lien thereon in favor of the Bondholders or that ranks on a parity with the lien thereon in favor of Bondholders except upon compliance with the additional bonds test and provisions of the Master Indenture governing the issuance of temporary bonds, the issuance of parity bonds or refunding bonds, as applicable.

Establishment of Funds and Accounts. The District Master Indenture establishes the following funds the Project Fund, the District Debt Service Fund, the District Reserve Fund, the District Redemption Fund and the District Earnings Fund. Within the Project Fund, the District Master Indenture establishes certain accounts designated as the "Beach Account," the "Museum Account" and the "Parks Account." Other accounts and subaccounts will be established within each such fund with respect to the Series 2005A District Bonds as set forth in the District Second Supplemental Indenture.

Reserve Fund; 2005A Reserve Account. The 2005A Reserve Account will be established within the Reserve Fund held under the District Indenture in an amount equal, as of any date of calculation, to the "Reserve Requirement." The initial deposit to the 2005A Reserve Account will be made from amounts transferred from the 1997A Reserve Account. Thereafter, the deposit to each Reserve Account of the Reserve Fund, including but not limited to the 2005A Reserve Account, will be made from Pledged Assessments in an amount necessary to increase the amount on deposit therein to an amount equal to the Reserve Requirement for the related Series of Bonds, when and as received, to the extent necessary to fund such account, and after prior allocations to the Bond Interest Subaccount and Bond Principal Subaccount of each Debt Service Account of the Debt Service Fund equal to the interest and principal, respectively, payable on the immediately succeeding payment date, plus premium, if any. If after making the deposits to such Bond Interest Subaccount and Bond Principal Subaccount of each Debt Service Account of the Debt Service Fund are less than the amount necessary to fund such Reserve Accounts of the Reserve Fund, then the entire balance of the Pledged Assessments remaining shall be deposited into each such Reserve Account.

Notwithstanding anything in the District Indenture to the contrary, at the option of the District, amounts required to be held in the 2005A Reserve Account may be initially provided or substituted, in whole or in part, by the deposit with the Fiscal Agent of a Reserve Fund Credit Policy in a stated amount equal to the amounts to be initially provided or so substituted, provided that prior to any substitution of such Reserve Fund Credit Policy, the Rating Agencies shall have been notified of such proposed substitution and the substitution shall not result in an downgrading or withdrawal of any rating of any Authority Bonds or District Bonds then in effect by the Rating Agencies. Any such substituted moneys shall be applied as directed by the District.

So long as a Reserve Fund Credit Policy shall be in force and effect, any deposits required to be made with respect to a Reserve Account pursuant to the District Master Indenture shall include any amounts due to the provider of such Reserve Fund Credit Policy resulting from a draw on such Reserve Fund Credit Policy. Any such amounts shall be paid to the provider of such Reserve Fund Credit Policy as provided in such Reserve Fund Credit Policy or any related agreement.

Covenants of the District

Payment of Principal and Interest. The District covenants and agrees that it will duly and punctually pay or cause to be paid from the Pledged Assessments described in the District Master Indenture and to the extent thereof the principal of, premium, if any, and interest on every District Bond at the place and on the dates and in the manner specified herein and in each District Bond, according to the true intent and meaning thereof, and that it will faithfully do and perform all covenants and agreements contained herein and in the District Bonds and the District agrees that time is of the essence of the District Master Indenture, provided that the District's obligation to make payment of the principal of, premium, if any, and interest on the District Bonds shall be limited to payment from the Pledged Assessments, the funds, accounts, subaccounts pledged therefor and any other source which the District may specifically provide for such purpose and no holder of a District Bond shall have any right to force payment from any other funds of the District.

Levy of Assessments. The Board shall annually levy, or cause to be levied, the Assessments in accordance with the Order and applicable law. Unless otherwise required by applicable law, the District covenants that it shall not take, or cause to be taken, any action that would result in the reduction of the amount of the levy of Pledged Assessments with respect to any Fiscal Year below an aggregate amount equal to 1.15 times the Maximum Annual Debt Service on all Outstanding District Bonds and any District Bonds that the District reasonably expects to be issued during the then-present Fiscal Year.

Deferral of Assessments. Subject to the Order, the District shall not directly or indirectly extend or defer the payment of any Assessments if, following such extension or deferral, the value of the Pledged Assessments not subject to such extension or deferral would be less than 1.15 times the Maximum Annual Debt Service on all Outstanding District Bonds theretofore issued; provided, however, that this covenant in no way limits the District's ability to defer Assessments pursuant to Section 170 and 194-95 of the California Revenue and Taxation Code and Chapter 4.64 of the Los Angeles County Code.

Collection of Assessments and Receipt of Deposits of Pledged Assessments. The District covenants and agrees that it will use its best efforts to collect the Assessment and deposit or cause the deposit of Pledged Assessments with the Fiscal Agent on a timely basis, and the District agrees that at the time Pledged Assessments are paid to the District, the District will immediately upon receipt transfer the required portion of the Pledged Assessments to the Fiscal Agent for credit to the District Debt Service Fund established with respect to the District Bonds, and during such time as such portion of Pledged Assessments are held by the District prior to transfer to the Fiscal Agent, such portion of Pledged Assessments will be impressed with a trust and held for the District Bondholders. The District shall have no obligation to institute judicial foreclosure proceedings as a result of delinquencies in the payments of Assessments, but shall take such actions with respect to such delinquencies as are consistent with the policy of the County regarding delinquent property taxes generally.

District Events of Default and Remedies

District Events of Default. The District Master Indenture sets forth the "District Events of Default," which include, among others, the failure to pay the principal of or premium, if any, on the District Bonds when the same shall become due and payable at maturity or upon redemption, the failure to pay any installment of interest on the District Bonds when such interest shall become due and payable and the failure by the District to observe and perform certain covenants, conditions, agreements or provisions, which failure shall continue for a period of 30 days after written notice, all as set forth in the District Master Indenture.

Remedies. Upon the occurrence and continuance of any District Event of Default the Fiscal Agent may, and in certain situations set forth in the District Master Indenture shall, exercise remedies established in the District Master Indenture.

No person other than the Fiscal Agent or the Bondholders shall be entitled to exercise any right or remedy provided to such Bondholders under a District Supplemental Indenture on the basis of the District's failure to observe, or refusal to comply with the above covenant.

Tax Covenant

In order to maintain the exclusion from gross income for federal income tax purposes of the interest on bonds issued from time to time by the Authority, the District covenants to comply with each applicable requirement of Section 103 and Sections 141 through 150 of the Code with respect to such bonds. The District agrees to comply with the covenants contained in, and the instructions given pursuant to nonarbitrage certificates executed in connection with the issuance of such bonds, as such nonarbitrage certificates may be amended from time to time, as a source of guidance for compliance with such provisions. The Fiscal Agent agrees to comply with any instructions received from an Authorized District Representative which such Authorized District Representative indicates must be followed in order to comply with such a Nonarbitrage Certificate.

APPENDIX C

THE LOS ANGELES COUNTY POOLED SURPLUS INVESTMENTS

The Treasurer and Tax Collector (the Treasurer) of Los Angeles County has the delegated authority to invest funds on deposit in the County Treasury (the Treasury Pool). As of November 30, 2004, investments in the Treasury Pool were held for local agencies including school districts, community college districts, special districts and discretionary depositors such as cities and independent districts in the following amounts:

Local Agency	Invested Funds (in billions)
County of Los Angeles and Special Districts	$ 5.638
Schools and Community Colleges	7.938
Independent Public Agencies	1.109
Total	$ 14.685

Of these entities, the involuntary participants accounted for approximately 92.45%, and all discretionary participants accounted for 7.55% of the total treasury pool.

Decisions on the investment of funds in the Treasury Pool are made by the County Investment Officer in accordance with established policy, with certain transactions requiring the Treasurer's prior approval. In Los Angeles County, investment decisions are governed by Chapter 4 (commencing with Section 53600) of Part 1 of Division 2 of Title 5 of the California Government Code, which governs legal investments by local agencies in the State of California, and by a more restrictive Investment Policy developed by the Treasurer and adopted by the Los Angeles County Board of Supervisors on an annual basis. The Investment Policy adopted on February 3, 2004, reaffirmed the following criteria and order of priority for selecting investments:

1. Safety of Principal
2. Liquidity
3. Return on Investment

The Treasurer prepares a monthly Report of Investments (the Investment Report) summarizing the status of the Treasury Pool, including the current market value of all investments. This report is submitted monthly to the Board of Supervisors for formal action to approve it. According to the Investment Report dated December 22, 2004, the November 30, 2004 book value of the Treasury Pool was approximately $14.685 billion and the corresponding market value was approximately $14.644 billion.

An internal controls system for monitoring cash accounting and investment practices is in place. The Treasurer's Compliance Auditor, who operates independently from the Investment Officer, reconciles cash and investments to fund balances daily. They also review each investment trade for accuracy and compliance with the Board adopted Investment Policy. The County Auditor Controller's Office performs similar cash and investment reconciliation on a quarterly basis and regularly reviews investment

transactions for conformance with the approved policies. Additionally, the County's outside independent auditor annually accounts for all investments.

The Treasury Pool is highly liquid. As of November 30, 2004 approximately 45.59% of the pool investments mature within 60 days, with an average of 198.66 days to maturity for the entire portfolio. The following table identifies the types of securities held by the Pool as of November 30, 2004.

Type of Investment	% of Pool
U.S. Government and Agency Obligations	53.32
Certificates of Deposit	16.68
Commercial Paper	23.36
Bankers Acceptances	0.00
Municipal Obligations	0.15
Corporate Notes & Deposit Notes	5.67
Asset Backed Instruments	0.00
Repurchase Agreements	0.82
Other	0.00

Effective January 1, 1996, Section 27131 of the Government Code requires all counties investing surplus funds to establish a County Treasury Oversight Committee. On January 16, 1996, the Board of Supervisors approved the establishment of the County Treasury Oversight Committee and subsequently confirmed the five Committee members nominated by the Treasurer in accordance with that Section. The Committee, which meets quarterly, is required to review and monitor for compliance the investment policies prepared by the Treasurer.

APPENDIX D

FORM OF BOND COUNSEL APPROVING OPINION

Upon the delivery of the Series 2005A Authority Bonds, Hawkins Delafield & Wood LLP, Bond Counsel, proposes to issue its approving opinion in substantially the following form:

Los Angeles County Public Works Financing Authority
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Los Angeles County Regional Park and Open Space District
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Re: Los Angeles County Public Works Financing Authority
Refunding Revenue Bonds, Series 2005A

Ladies and Gentlemen:

We have acted as Bond Counsel to the Los Angeles County Public Works Financing Authority, a joint exercise of powers entity formed and existing under the Constitution and the laws of the State of California (the "Authority"), in connection with the issuance and sale by the Authority of $_____ aggregate principal amount of revenue bonds designated the Los Angeles County Public Works Financing Authority Refunding Revenue Bonds, Series 2005A (the "Series 2005A Authority Bonds"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Indenture as hereinafter defined.

The Series 2005A Authority Bonds are to be issued pursuant to the Mark-Roos Local Bond Pooling Act of 1985 (commencing with Section 6584 of the California Government Code), and pursuant to an Authority Master Indenture of Trust, dated as of November 1, 1997 (the "Master Indenture"), as supplemented by an Authority First Supplemental Indenture of Trust, dated as of November 1, 1997 (the "Authority First Supplemental Indenture"), as supplemented by an Authority Second Supplemental Indenture of Trust, dated as of February 1, 2005 (the "Second Supplemental Indenture" and, together with the Master Indenture and the Authority First Supplemental Indenture, the "Indenture"), each by and between the Authority and the Auditor-Controller of the County of Los Angeles, as fiscal agent (the "Fiscal Agent"), to advance refund the outstanding principal amount of the Authority's Revenue Bonds, Series 1997A (Los Angeles County Regional Park and Open Space District) (the "1997 Bonds"), and to pay certain costs of issuance in connection with the Series 2005A Authority Bonds and the Series 2005A District Bonds. The Series 2005A Authority Bonds are secured by the Pledged Revenues as defined in and pledged under the Indenture, payments to be made by the Los Angeles County Park and Open Space District, a body corporate and politic organized and existing under the Constitution and the laws of the State of California (the "District"), to the Authority of principal of, premium, if any, and interest on the Series 2005A District Bonds. The District is issuing the Series 2005A District Bonds for the purpose of refunding a portion of its Limited Obligation Improvement Bonds, Series 1997A (the "1997 District Bonds"), which are presently held by the Authority.

As Bond Counsel we have examined copies certified to us as being true and complete copies of the proceedings of the Authority and the District in connection with the issuance of the Series 2005A Authority Bonds and the Series 2005A District Bonds (collectively, the "Proceedings"). Our services as Bond Counsel were limited to an examination of the transcript of the Proceedings and to the rendering of the opinions set forth below. In this connection, we have also examined such certificates of officers of the Authority and the District and others as we have considered necessary for the purposes of this opinion.

We are of the opinion that:

1. The Authority Second Supplemental Indenture has been duly authorized by all necessary action on the part of the Authority, has been duly executed and delivered by the Authority and constitutes a legal valid and binding obligation of the Authority enforceable against the Authority in accordance with its terms.

2. The Proceedings have been taken in accordance with the laws and Constitution of the State of California, and the Series 2005A Authority Bonds, having been issued in duly authorized form and executed by the proper officials, and delivered to and paid for by the purchasers thereof, constitute the legally valid and binding obligations of the Authority, payable solely from the Pledged Revenues, as provided in the Indenture.

3. Under existing statutes and court decisions and assuming continuing compliance with certain tax covenants described herein, interest on the Series 2005A Authority Bonds is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Interest on the Series 2005A Authority Bonds is not treated as a preference item in calculating the alternative minimum tax imposed on individuals and corporations under the Code; such interest, however, is included in the adjusted current earnings of certain corporations for purposes of calculating the alternative minimum tax imposed on such corporations. In rendering the opinion in this paragraph 3, we have relied upon and assumed (i) the material accuracy of the representations, statements of intention and reasonable expectations, and certifications of fact, contained in the Indenture and the Tax and Nonarbitrage Certificate delivered on the date hereof with respect to the use of proceeds of the Series 2005A Authority Bonds and the investment of certain funds, and other matters affecting the non-inclusion of interest on the Series 2005A Authority Bonds in gross income for Federal income tax purposes under Section 103 of the Code, and (ii) compliance by the Authority and the District with procedures and covenants set forth in the Tax and Nonarbitrage Certificate and with the tax covenants set forth in the Indenture as to such matters. Under the Code, failure to comply with such procedures and covenants may cause the interest on the Series 2005A Authority Bonds to be included in gross income for Federal income tax purposes, retroactive to the date of issuance of the Series 2005A Authority Bonds, irrespective of the date on which such noncompliance occurs or is ascertained.

4. Under existing statutes, interest on the Series 2005A Authority Bonds is exempt from State of California personal income taxes.

Except as stated in paragraphs 3 and 4 above, we express no opinion as to any Federal, state or local tax consequences arising with respect to the Series 2005A Authority Bonds or the ownership or disposition thereof. Furthermore, we express no opinion as to the effect of any action hereafter taken or not taken in reliance upon an opinion of counsel other than ourselves on the exclusion from gross income for Federal income tax purposes of interest on the Series 2005A Authority Bonds, or under State and local tax law.

We undertake no responsibility for the accuracy, completeness or fairness of any official statement or other offering materials relating to the Series 2005A Authority Bonds or the Series 2005A District Bonds.

This opinion is issued as of the date hereof, and we assume no obligation to update, revise or supplement this opinion to reflect any action hereafter taken or not taken, or any facts or circumstances, or any changes in law or in interpretations thereof, that may hereafter arise or occur, or for any other reason.

The foregoing opinions are qualified to the extent that the enforceability of the Series 2005A Authority Bonds, the Indenture and the Tax and Nonarbitrage Certificate may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditors' rights or remedies and are subject to general principles of equity (regardless of whether such enforceability is considered in equity or at law).

Very truly yours,

APPENDIX E

BOOK-ENTRY ONLY SYSTEM

Book-Entry-Only System

General. The Series 2005A Authority Bonds will be available in book-entry form only in the principal amount of $5,000 and any integral multiples thereof. Purchasers of beneficial ownership interests in the Series 2005A Authority Bonds will not receive certificates representing their interests in the Series 2005A Authority Bonds purchased. The Underwriters will confirm original issuance purchases with statements containing certain terms of the Series 2005A Authority Bonds purchased.

The following information concerning DTC and DTC's book-entry system has been obtained from sources the Authority, the District and the Underwriters believe to be reliable; however, the Authority, the District and the Underwriters take no responsibility as to the accuracy or completeness thereof. There can be no assurance that DTC will abide by its procedures or that such procedures will not be changed from time to time.

[UPDATE]

DTC will act as securities depository for the Series 2005A Authority Bonds. The ownership of one fully registered bond for each maturity of the Series 2005A Authority Bonds as set forth on the inside cover page hereof, each in the aggregate principal amount of each such maturity, will be registered in the name of Cede & Co., as nominee for DTC and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC was created to hold securities of its participants (the "DTC Participants") and to facilitate the clearance and settlement of securities transactions among DTC Participants in such securities through electronic book-entry changes in accounts of the DTC Participants, thereby eliminating the need of physical movement of securities certificates. DTC Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations, some of whom (and/or their representatives) own DTC. Access to the DTC system is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly (the "Indirect Participants").

Purchases of the Series 2005A Authority Bonds under the DTC system must be made through DTC Participants, which will receive a credit for the Series 2005A Authority Bonds on DTC's records. The DTC Participants shall receive a credit balance in the records of DTC. The ownership interest of each actual purchaser of each Series 2005A Authority Bond (the "Beneficial Owner") will be recorded through the records of DTC. Beneficial Owners are expected to receive a written confirmation of their purchase providing details of the Series 2005A Authority Bonds acquired. Transfers of ownership interests in the Series 2005A Authority Bonds will be accomplished by book-entries made by DTC and, in turn, by the DTC Participants who act on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2005A Authority Bonds, except as specifically provided in the Indenture.

Such DTC Participants and the persons for whom they acquire interests in the Series 2005A Authority Bonds as nominees will not receive certificated Series 2005A Authority Bonds, but each such

DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's interest in the Series 2005A Authority Bonds, which will be confirmed in accordance with DTC's standard procedures. Each such person for whom a DTC Participant acquires an interest in the Series 2005A Authority Bonds, as nominee, may desire to make arrangements with such DTC Participant to receive a credit balance in the records of such DTC Participant, and may desire to make arrangements with such DTC Participant to have notices of redemption or all other communications of the Authority to DTC which may affect such persons forwarded in writing by such DTC Participant and to have notifications made of all payments of interest and principal of his beneficial interest. NONE OF THE AUTHORITY, THE DISTRICT, THE COUNTY, THE PAYING AGENT OR THE FISCAL AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO DTC PARTICIPANTS, OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE SERIES 2005A AUTHORITY BONDS IN RESPECT OF THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT IN RESPECT OF THE PRINCIPAL OF, INTEREST ON OR REDEMPTION PRICE OF THE SERIES 2005A AUTHORITY BONDS; ANY NOTICE WHICH IS PERMITTED OR REQUIRED TO BE GIVEN TO OWNERS UNDER THE INDENTURE; THE SELECTION BY DTC OR ANY DTC PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE SERIES 2005A AUTHORITY BONDS; OR ANY OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2005A AUTHORITY BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE OWNERS OR HOLDERS OF THE SERIES 2005A AUTHORITY BONDS (OTHER THAN UNDER THE CAPTION "TAX EXEMPTION") SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2005A AUTHORITY BONDS.

DTC may determine to discontinue providing its service with respect to the Series 2005A Authority Bonds at any time by giving notice to the Authority and discharging its responsibilities with respect thereto under applicable law. Under such circumstances, if no successor to DTC is appointed to act as securities depository, bond certificates are required to be delivered as described in the Indenture. The Beneficial Owner, upon registration of bonds in the Beneficial Owner's name, will become the registered owner of the Series 2005A Authority Bonds.

The Authority may determine that continuation of the system of book-entry transfers through DTC (or a successor securities depository) is not in the best interest of the Beneficial Owners. In such event, certificated Series 2005A Bonds will be delivered as described in the Indenture.

The Authority, the County, the District and the Fiscal Agent will recognize DTC or its nominee as the sole and exclusive owner of the Series 2005A Authority Bonds registered in its name for all purposes, including notices and voting, under the Indenture, registering the transfer of the Series 2005A Authority Bonds, or other action to be taken by registered owners and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. Conveyances of notices and other communications by DTC to DTC Participants, by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is now the case with municipal securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC Participant or Indirect Participant, and not of DTC, the Paying Agent, the Fiscal Agent, the Authority, the County or the District, subject to any statutory and regulatory requirements as may be in effect from time to time.

Payments of principal of, premium, if any, and interest on the Series 2005A Authority Bonds will be made to DTC or its nominee, Cede & Co., as registered owner of the Series 2005A Authority Bonds.

DTC's current practice is to immediately credit the accounts of the DTC Participants in accordance with their respective holdings shown on the records of DTC. Payment of principal of, premium, if any, and interest to DTC is the responsibility of the Fiscal Agent. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants and the Indirect Participants.

Discontinuance of DTC Services. In the event (i) DTC determines not to continue to act as securities depository for the Series 2005A Authority Bonds, (ii) DTC shall no longer so act and give notice to the Fiscal Agent of such determination or (iii) the Authority determines that it is in the best interest of the Beneficial Owners that they be able to obtain certificated Series 2005A Authority Bonds and delivers a written certificate to the Fiscal Agent to that effect, DTC services will be discontinued. If the Authority determines to replace DTC with another qualified securities depository, the Authority shall prepare or direct the preparation of new single, separate, fully registered Bond for each of the maturities of the Series 2005A Authority Bonds, registered in the name of such successor or substitute qualified securities depository or its nominee. If the Authority fails to identify another qualified securities depository to replace DTC then the Series 2005A Authority Bonds shall no longer be restricted to being registered in the Bond registration books in the name of Cede & Co., but shall be registered in such names as are requested in a certificate of the Authority, in accordance with the Indenture.