Attachment 2:

Third Supplement to Indenture

THIRD SUPPLEMENT TO INDENTURE

by and between

SUCCESSOR AGENCY TO THE
WEST HOLLYWOOD COMMUNITY DEVELOPMENT COMMISSION

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

as Trustee

Dated as of _____ 1, 2013

Relating to

$_____
Successor Agency To The West Hollywood Community Development Commission
East Side Redevelopment Project
Tax Allocation Refunding Bonds, Series 2013[A][B]

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THIRD SUPPLEMENT TO INDENTURE

THIS THIRD SUPPLEMENT TO INDENTURE (this "Third Supplement") is dated as of _____ 1, 2013, by and between the SUCCESSOR AGENCY TO THE WEST HOLLYWOOD COMMUNITY DEVELOPMENT COMMISSION, a public body, corporate and politic, organized and existing under, and by virtue of the laws of the State of California (the "Agency"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (formerly known as BNY Western Trust Company), a national banking association organized and existing under the laws of the United States and authorized to accept and execute trusts of the character herein set out with a corporate trust office located in Los Angeles, California, as trustee (the "Trustee");

WITNESSETH:

WHEREAS, pursuant to the Community Redevelopment Law (Part 1 of Division 24 of the Health and Safety Code of the State of California and referred to herein as the "Law"), the City Council of the City of West Hollywood (the "City") created the former West Hollywood Community Development Commission (the "Former RDA"); and

WHEREAS, the Former RDA was a redevelopment agency, a public body, corporate and politic duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Law, and the powers of such agency included the power to issue bonds for any of its corporate purposes; and

WHEREAS, the City agreed to serve as the successor agency (referred to herein as the Agency) to the Former RDA commencing upon the dissolution of the Former RDA on February 1, 2012 pursuant to Assembly Bill Xl 26 ("AB 26"); and

WHEREAS, on June 27, 2012 as part of the Fiscal Year 2012-2013 State of California budget bill, the Governor signed into law Assembly Bill 1484 (Stats 2012 c. 26) ("AB 1484"), which modified or added to some of the provisions of AB 26, including provisions related to the refunding of outstanding redevelopment agency bonds or other indebtedness and the expenditure of remaining bond proceeds derived from redevelopment agency bonds issued on or before December 31, 2010; and

WHEREAS, California Health and Safety Code Section 34177.5(a) authorizes successor agencies to refund outstanding bonds or other indebtedness provided that (i) the total interest cost to maturity on the refunding bonds or other indebtedness plus the principal amount of the refunding bonds or other indebtedness shall not exceed the total remaining interest cost to maturity on the bonds or other indebtedness to be refunded plus the remaining principal of the bonds or other indebtedness to be refunded, and (ii) the principal amount of the refunding bonds or other indebtedness shall not exceed the amount required to defease the refunded bonds or other indebtedness, to establish customary debt service reserves, and to pay related costs of issuance; and

WHEREAS, a redevelopment plan for a redevelopment project known and designated as the "Redevelopment Plan for the East Side Project Area" was adopted and approved by the City by Ordinance No. 97494 of the City Council of the City of West Hollywood adopted June 2, 1997, [together with any amendments thereof hereafter duly enacted pursuant to the Law], and

for which all requirements of law for and precedent to the adoption and approval, as amended, have been duly complied with; and

WHEREAS, the plan contemplated that the Former RDA would issue its bonds to finance and/or refinance a portion of the cost of such redevelopment; and

WHEREAS, in 2003, the Former RDA issued and sold its $11,500,000 aggregate principal amount of East Side Redevelopment Project, 2003 Tax Allocation Refunding Bonds (the "Series 2003 Bonds"), of which $9,265,000 are Outstanding, attributable to the Former RDA's East Side Redevelopment Project, pursuant to an Indenture of Trust, dated as of September 1, 2003 (the "2003 Bonds Indenture"), between the Former RDA and BNY Western Trust Company (now known as The Bank of New York Mellon Trust Company, N.A.), as trustee, and which Series 2003 Bonds maturing on or after September 1, 2014 are subject to optional redemption on any date, commencing on September 1, 2013, at a redemption price equal to the Outstanding principal amount thereof, plus interest due thereon to the date fixed for redemption, without premium; and

WHEREAS, the Series 2003 Bonds are payable from and secured by Tax Revenues, defined in the 2003 Bonds Indenture to mean, "except as provided below, moneys -allocated within the Plan Limitations and paid to the Agency derived from (a) that portion of taxes levied upon assessable property within the Redevelopment Project allocated to the Agency pursuant to Article 6 of Chapter 6 of the Law and Section 16 of Article XVI of the Constitution of the State of California, or pursuant to other applicable State laws, and (b) reimbursements, subventions (but excluding payments to the Agency with respect to personal property within the Redevelopment Project pursuant to Sections 16110, *et seq*., of the Government Code of the State of California) or other payments made by the State with respect to any property taxes that would otherwise be due on real or personal property but for an exemption of such property from such taxes, and including that portion of such taxes otherwise required by Section 33334.3 of the Law to be deposited in the Low and Moderate Income Housing Fund, but only to the extent necessary to repay that portion of the Bonds and any Parity Debt (including applicable reserves and financing costs) attributed to amounts deposited in the Low and Moderate Income Housing Fund for use pursuant to Section 33334.2 of the Law to increase, improve or preserve the supply of low and moderate income housing within or of benefit to the Redevelopment Project; but excluding (i) all other amounts of such taxes (if any) required to be deposited into the Low and Moderate Income Housing Fund of the Agency pursuant to Section 33334.3 of the Law, (ii)) amounts payable by the Agency pursuant to the Tax-Sharing Agreement, and (iii) amounts payable by the Agency pursuant to Section 33607.5 of the Law, except and to the extent that any amounts so payable are payable on a basis subordinate to the payment of the Bonds and any Parity Debt, as applicable" and

[**WHEREAS,** the parties to this Indenture, notwithstanding the terms of the Series 2013 Indenture, acknowledge that by application of AB 26 and AB 1484, there are no longer restrictions on the application of that portion of taxes otherwise required by Section 33334.3 of the Law to be deposited in the Low and Moderate Income Housing Fund and that, therefore, all Parity Bonds secured by Tax Revenues, whether all or a portion of the proceeds thereof were applied to housing uses, are equally secured by such Tax Revenues; and]

WHEREAS, in 2011 on a parity with the Series 2003 Bonds, the Former RDA issued and sold its $30,560,000 aggregate principal amount of East Side Redevelopment Project, 2011 Tax Allocation Bonds, Series A (Tax-Exempt, Non-Housing) (the "Series 2011A Bonds"), of which $28,565,000 are Outstanding, attributable to the Former RDA's East Side Redevelopment Project, pursuant to a First Supplement to Indenture of Trust, dated as of March 1, 2011 (the "First Supplement"), between the Former RDA and the Trustee, and which Series 2011A Bonds maturing on or after September 1, 2022 are subject to optional redemption on any date, commencing September 1, 2021, at a redemption price equal to the outstanding principal amount thereof, plus interest due thereon to the date fixed for redemption, without premium, and which Series 2011A Bonds are not being considered for refunding at this time; and

WHEREAS, in 2011 on a parity with the Series 2003 Bonds, the Former RDA issued and sold its $9,420,000 aggregate principal amount of East Side Redevelopment Project, 2011 Tax Allocation Bonds, Series B (Federally Taxable, Housing) (the "Series 2011B Bonds" and, together with the Series 2003 Bonds and the Series 2011A Bonds, the "Prior Bonds"), of which $7,975,000 are Outstanding, attributable to the Former RDA's East Side Redevelopment Project, pursuant to a Second Supplement to Indenture of Trust, dated as of March 1, 2011 (the "Second Supplement"), between the Former RDA and the Trustee, and which Series 2011B Bonds maturing on or after September 1, 2022 are subject to optional redemption on any date, commencing September 1, 2021, at a redemption price equal to the outstanding principal amount thereof, plus interest due thereon to the date fixed for redemption, without premium, and which Series 2011B Bonds are not being considered for refunding at this time; and

WHEREAS, the Agency desires to undertake the refunding of Series 2003 Bonds; and

WHEREAS, the County of Los Angeles (the "County") has developed a program (the "Refunding Program") to assist successor agencies to former community redevelopment agencies within the County to refund tax increment obligations pursuant to AB 1484 in order to provide debt service savings to such successor agencies, efficiencies in such refundings and cost of issuance savings and to increase property tax revenues available for distribution to affected taxing entities; and

WHEREAS, the County of Los Angeles Redevelopment Refunding Authority, a joint exercise of powers agency established pursuant to the laws of the State of California (the "Authority"), has determined to issue its Tax Increment Revenue Refunding Bonds, Series 2013__ (the "Authority Bonds"), in order to provide funds to acquire certain local obligations; and

WHEREAS, the Agency has determined to issue its Successor Agency To The West Hollywood Community Development Commission, East Side Redevelopment Project, Tax Allocation Refunding Bonds, Series 2013[A][B]" (herein called the "Series 2013[A][B] Bonds"), in order to refund the Refunded Obligations, fund a reserve account and pay the costs of issuance of the Series 2013[A][B] Bonds and the Authority Bonds, and to sell such Series 2013[A][B] Bonds to the Authority; and

WHEREAS, Section 3.05 of the 2003 Bonds Indenture permits the issuance of Parity Bonds under a supplemental indenture providing for bonds in accordance with the terms thereof and not inconsistent with the terms of Section 7.01 of the 2003 Bonds Indenture; and

WHEREAS, the Agency has determined to issue the Series 2013[A][B] Bonds pursuant to the 2003 Bonds Indenture as previously supplemented and further supplemented by this Third Supplement, and as hereinafter supplemented, is referred to as the "Indenture"; and

WHEREAS, this Third Supplement is entered into pursuant to and in accordance with the provision of Section 7.01(c) of the 2003 Bonds Indenture for the purpose of prescribing the terms and conditions applicable to the issuance of the Series 2013[A][B] Bonds on a parity basis with the Series 2003 Bonds, the Series 2011A Bonds and the Series 2011B Bonds; and

WHEREAS, the Agency has further determined that the amendments and supplements to the Indenture herein contained are necessary and desirable and can be made pursuant to Section 7.01 of the 2003 Bonds Indenture without the consent of any Bondholders; and

WHEREAS, the conditions and limitations contained in the Law, the Dissolution Act and Section 3.05 of the 2003 Bonds Indenture have been satisfied or will be satisfied at the time of the issuance of the Series 2013[A][B] Bonds; and

WHEREAS, all things necessary to cause the Series 2013[A][B] Bonds, when authenticated by the Trustee and issued as in this Third Supplement and the 2003 Bonds Indenture provided, to be legal, special obligations of the Agency, enforceable in accordance with their terms, and to constitute this Third Supplement and the 2003 Bonds Indenture a valid agreement for the uses and purposes herein set forth in accordance with their terms, have been done and taken, and the creation, execution and delivery of this Third Supplement and the creation, execution and issuance of the Series 2013[A][B] Bonds, subject to the terms of the 2003 Bonds Indenture, have in all respects been duly authorized;

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

ARTICLE XII

SERIES 2013[A][B] BONDS; AMENDMENTS; MISCELLANEOUS

Section 12.10 Authorization and Terms of Series 2013[A][B] Bonds.

(a) A series of Bonds to be issued under the Indenture is hereby created and such Bonds are designated as the "Successor Agency To The West Hollywood Community Development Commission, East Side Redevelopment Project, Tax Allocation Refunding Bonds, Series 2013[A][B]" (herein called the "Series 2013[A][B] Bonds"). The Series 2013[A][B] Bonds shall be Parity Bonds which shall be secured in the manner and to the extent set forth in Article IV, including without limitation Section 4.01 of the Indenture. The aggregate principal

amount of Series 2013[A][B] Bonds which may be issued and Outstanding under this Third Supplement shall not exceed $_____. The Series 2013[A][B] Bonds shall be dated _____, 2013 (herein the "Dated Date"), shall bear interest, at the rate and shall mature and become payable on September 1 in the year as to principal in the amount, as set forth below:

Year (September 1)	Principal Amount	Interest Rate Per Annum
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		

(b) Interest on the Series 2013[A][B] Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2013[A][B] Bonds shall be issued as fully registered bonds in Authorized Denominations. The Series 2013[A][B] Bonds shall be numbered as determined by the Trustee. The Series 2013[A][B] Bonds shall bear interest from the Interest Payment Date next preceding the date of registration thereof, unless such date of registration is during the period from the 16th day of the month next preceding an Interest Payment Date to and including such Interest Payment Date, in which event they shall bear interest from such Interest Payment Date, or unless such date of registration is on or before _____ 1, 2014, in which event they shall bear interest from their Dated Date; provided, however, that if, at the time of registration of any Series 2013[A][B] Bond, interest is then in default on the Outstanding Series 2013[A][B] Bonds, such Series 2013[A][B] Bond shall bear interest from the Interest Payment Date to which interest previously has been paid or made available for payment on the Outstanding Series 2013[A][B] Bonds. Payment of interest on the Series 2013[A][B] Bonds due on or before the maturity or prior redemption of such Series 2013[A][B] Bonds shall be made to the person whose name appears on the bond registration books of the Trustee as the registered owner thereof, as of the close of business on the 15th day of the month next preceding the Interest Payment Date, such

interest to be paid by check mailed on the Interest Payment Date by first class mail to such registered owner at his address as it appears on such books or, upon written request received prior to the 15th day of the month preceding an Interest Payment Date of a Bondowner of at least $1,000,000 in aggregate principal amount of Series 2013[A][B] Bonds, by wire transfer in immediately available funds to an account within the continental United States designated by such Bondowner.]

Principal and redemption premiums, if any, on the Series 2013[A][B] Bonds shall be payable upon the surrender thereof at maturity or the earlier redemption thereof at the principal corporate trust office of the Trustee. Principal of and redemption premiums, if any, and interest on the Series 2013[A][B] Bonds shall be paid in lawful money of the United States of America.

Principal and redemption premiums, if any, on the Series 2013[A][B] Bonds shall be payable by [by wire transfer in immediately available funds to an account within the United States designated by the Authority Trustee as Bondowner at maturity or upon the prior redemption thereof]. Principal and redemption premiums, if any, and interest on the Series 2013[A][B] Bonds shall be paid in lawful money of the United States of America.

The Series 2013[A][B] Bonds shall be registered initially in the name of the [Trustee], as Authority Trustee, and shall be evidenced by one bond for each maturity of Series 2013[A][B] Bonds in the principal amount of the respective maturities of Series 2013[A][B] Bonds. Notwithstanding anything to the contrary contained herein, the payment of principal of and premium, if any, and interest on any Series 2013[A][B] Bond of which the Authority Trustee is the Bondowner shall be made to the Authority Trustee in immediately available funds (including by internal wire transfer) on each applicable payment date.

Section 12.11 Form of Series 2013[A][B] Bonds. The Series 2013[A][B] Bonds, the Trustee's certificate of authentication, and the form of assignment to appear thereon shall be in substantially the forms, respectively, attached hereto as Appendix A with necessary or appropriate variations, omissions and insertions as permitted or required by the Indenture.

The Series 2013 Bonds shall be executed on behalf of the Agency by the signature of its Chairperson and the signature of its Secretary who are in office on the date of execution and delivery of the Third Supplement or at any time thereafter, and the seal of the Agency shall be impressed, imprinted or reproduced by facsimile signature thereon. Either or both of such signatures may be made manually or may be affixed by facsimile thereof. If any officer whose signature appears on any Series 2013 Bond ceases to be such officer before delivery of the Series 2013 Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Series 2013 Bonds to the purchaser. Any Series 2013 Bond may be signed and attested on behalf of the Agency by such persons as at the actual date of the execution of such Series 2013 Bond shall be the proper officers of the Agency although on the date of such Series 2013 Bond any such person shall not have been such officer of the Agency.

Only such of the Series 2013 Bonds as shall bear thereon a Certificate of Authentication in the form set forth in Exhibit E, executed and dated by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such Certificate of the Trustee shall be conclusive evidence that such Series 2013 Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Section 12.12 Terms of Redemption of Series 2013[A][B] Bonds.

(a) Optional Redemption. (i) The Series 2013[A][B] Bonds maturing prior to September 1, 20__ shall not be subject to optional redemption. The Series 2013[A][B] Bonds maturing on or after September 1, 20__ shall be subject to optional redemption, in integral multiples of $5,000, from any source of available funds, at the times, at the redemption prices and in the manner provided in this section, at the direction of the Agency, so as to cause such Callable Authority Bonds as shall be specified by the Agency to be mandatorily redeemed pursuant to Section 4.02(b) of the Trust Agreement from the Prepayment resulting from the optional redemption of such Series 2013[A][B] Bonds.

In order to effect such optional redemption of Series 2013[A][B] Bonds, the Agency shall deliver to the Trustee (i) a Written Request of the Agency specifying (A) the maturity or maturities, and the principal amount or amounts (or portion thereof), of the Callable Authority Bonds to be mandatorily redeemed from such Prepayment, (B) the date on which such Callable Authority Bonds are to be mandatorily redeemed from such Prepayment (which redemption date shall be a date on which such Callable Authority Bonds are subject to mandatory redemption pursuant to Section 4.02(b) of the Trust Agreement), (C) the amount of each mandatory sinking account installment for the Authority Bonds to be Outstanding after the date of such mandatory redemption from such Prepayments, and (D) the amount of the Prepayment (or redemption price) necessary to cause such mandatory redemption of such Callable Authority Bonds, and (ii) a Cash Flow Certificate of an Independent Financial Consultant (A) demonstrating that, if such Prepayment is allocated and applied to the redemption of Series 2013[A][B] Bonds as provided in paragraph (a)(ii) of this section, the debt service on the Series 2013[A][B] Bonds, together with the debt service payable on all other Local Obligations (as defined in the Trust Agreement), payable on each Interest Payment Date after such redemption date will be sufficient, but not materially more than sufficient, to pay debt service on the Authority Bonds to be Outstanding on such Interest Payment Date, (B) specifying the principal amount, as of such redemption date, of the Series 2013[A][B] Bonds, or portion thereof, to the optional redemption of which such Prepayment is to be allocated and applied as provided in paragraph (a)(ii) of this section, (C) specifying the amount of the redemption premium, if any, to be paid in connection with such optional redemption of such Series 2013[A][B] Bonds, or portion thereof, to which such Prepayment is to be allocated and applied as provided in paragraph (a)(ii) of this section, and (D) specifying the principal amount, and the amount of each mandatory sinking account installment, as of such redemption date, of each Series 2013[A][B] Bond that will remain Outstanding if such Prepayment is allocated and applied to the redemption of Series 2013[A][B] Bonds on such redemption date as provided in paragraph (a)(ii) of this section, which Written Request of the Agency and Cash Flow Certificate of such Independent Financial Consultant shall be delivered to the Trustee at least 35 days prior to such redemption date, or such later date as shall be acceptable to the Trustee.

(ii) No later than three (3) Business Day preceding the date specified in a Written Request of the Agency delivered pursuant to paragraph (a)(i) of this section as the date on which Callable Authority Bonds are to be mandatorily redeemed pursuant to Section 4.02(b) of the Trust Agreement, the Agency shall deliver to the Trustee an amount equal to the amount of the Prepayment specified in such Written Request of the Agency and, on such redemption date, the Trustee shall pay such amount to the Authority Trustee, on behalf of the owners of such Callable Authority Bonds. Upon the payment by the Trustee to the Authority Trustee of such amount

representing such Prepayment (i) the Series 2013[A][B] Bonds, or portion thereof, debt service on which would have, after such redemption date, been applied to the payment of debt service on such Callable Authority Bonds shall, as of such redemption date, be deemed to have been optionally redeemed pursuant to this section, and for all purposes of this Indenture shall be considered to have been optionally redeemed pursuant to this section, in an amount equal to the principal amount of such Series 2013[A][B] Bonds, or portion thereof, as of such redemption date, and (ii) the remainder of (A) such Prepayment, less (B) accrued interest, if any, thereon and such principal amount of such Series 2013[A][B] Bonds, or portion thereof, as of such redemption date, shall be deemed to be, and for all purposes of this Indenture shall be considered to be, the redemption premium paid in connection with such optional redemption of such Series 2013[A][B] Bonds, or portion thereof.

[Any notice of optional redemption may be expressly conditional and may be rescinded by Written Request of the Agency given to the Trustee not later than [five (5) days] prior to the date fixed for redemption. Upon receipt of such Written Request of the Agency, the Trustee shall promptly mail notice of such rescission to the same parties that were mailed the original notice of redemption.]

(b) Mandatory Redemption from Sinking Account Installments. (i) The Series 2013[A][B] Bonds maturing on September 1, 20__ are subject to mandatory redemption in part by lot on September 1 in each year commencing September 1, 20__, at the principal amount thereof plus accrued interest thereon to the date fixed for redemption in accordance with the following schedule:

20__ Term Series 2013[A][B] Bonds

Sinking Payment Date (September 1)	Principal Amount to be Redeemed
20__*	

* Maturity

(ii) The Series 2013[A][B] Bonds maturing on September 1, 20__ are subject to mandatory redemption in part by lot on September 1 in each year commencing September 1, 20__, at the principal amount thereof plus accrued interest thereon to the date fixed for redemption in accordance with the following schedule:

20__ Term Series 2013[A][B] Bonds

Sinking Payment Date (September 1)	Principal Amount to be Redeemed
20__*	

* Maturity

In the event that a Series 2013[A][B] Bond subject to mandatory redemption is redeemed in part prior to its stated maturity date from any moneys other than Principal Installments, the remaining Principal Installments for such Series 2013[A][B] Bond shall be reduced proportionately in each year remaining until and including the final maturity date of such Series 2013[A][B] Bond as directed by the Agency.

(c) Selection of Series 2013[A][B] Bonds for Redemption. For purposes of selecting Series 2013[A][B] Bonds for redemption, the Series 2013[A][B] Bonds shall be composed of $1.00 portions and any such portions may be separately redeemed. Whenever less than all the Outstanding Series 2013[A][B] Bonds of any Series maturing on any one date are called for redemption at any one time, the Trustee shall select the Series 2013[A][B] Bonds of such Series to be redeemed from the Outstanding Series 2013[A][B] Bonds of such Series maturing on such date not previously selected for redemption, by lot in any manner which the Trustee deems fair.

(d) Payment of Redeemed Series 2013[A][B] Bonds. If notice of redemption has been given or waived as provided in Section 2.03(c) of this Indenture, the Series 2013[A][B] Bonds or portions thereof called for redemption shall be due and payable on the date fixed for redemption at the redemption price thereof, together with accrued interest to the date fixed for redemption, upon presentation and surrender of the Series 2013[A][B] Bonds to be redeemed at the office specified in the notice of redemption. If there shall be called for redemption less than the full principal amount of a Series 2013[A][B] Bond, the Agency shall execute and deliver and the Trustee shall authenticate, upon surrender of such Series 2013[A][B] Bond, and without charge to the Bondowner thereof, Series 2013[A][B] Bonds of like interest rate and maturity in an aggregate principal amount equal to the unredeemed portion of the principal amount of the Series 2013[A][B] Bonds so surrendered in such authorized denominations as shall be specified by the Bondowner.

If any Series 2013[A][B] Bond or any portion thereof shall have been duly called for redemption and payment of the redemption price, together with unpaid interest accrued to the date fixed for redemption, shall have been made or provided for by the Agency, then interest on such Series 2013[A][B] Bond or such portion shall cease to accrue from such date, and from and after such date such Series 2013[A][B] Bond or such portion shall no longer be entitled to any lien, benefit or security under the Indenture, and the Bondowner thereof shall have no rights in respect of such Series 2013[A][B] Bond or such portion except to receive payment of such redemption price, and unpaid interest accrued to the date fixed for redemption.

(e) Purchase in Lieu of Redemption. In lieu of redemption of any Series 2013[A][B] Bond pursuant to the provisions of Section 12.03 of this Indenture, amounts on deposit in the Sinking Account may also be used and withdrawn by the Trustee at any time prior to selection of Series 2013[A][B] Bonds for redemption having taken place with respect to such amounts, upon a Written Request of the Agency, for the purchase of such Term Bonds at public or private sale as and when and at such prices (including brokerage and other charges) as the Trustee may in its discretion determine, but not in excess of par plus accrued interest. Any accrued interest payable upon the purchase of Series 2013[A][B] Bonds shall be paid from amounts held in the Special Fund for the payment of interest on the next following Interest Payment Date. Any Term Bonds so purchased shall be cancelled by the Trustee forthwith and shall not be reissued. The principal

of any Term Bonds so purchased by the Trustee in any twelve-month period ending 60 days prior to any Sinking Account Payment Date in any year shall be credited towards and shall reduce the principal of such Term Bonds required to be redeemed on such Sinking Account Payment Date in such year.

Section 12.13 Application of Proceeds of Series 2013[A][B] Bonds and Other Funds. Upon receipt of payment for the Series 2013[A][B] Bonds, the Trustee shall set aside and deposit the proceeds received from such sale and delivery [and amounts transferred by the Trustee from the Redevelopment Fund established under the Indenture (less Underwriter's discount [and amounts wired by the Underwriter, on behalf of the Agency, directly to the Series 2013[A][B] Bond Insurer to pay premiums for the 2013 Policy]) in the following respective funds and accounts:

(i) The Trustee shall deposit in the Reserve Account established pursuant to Section 4.03(d) of this Indenture the sum of $_____;

(ii) The Trustee shall transfer to the Cost of Issuance Fund established under the Trust Agreement the sum of $_____ for the payment of the Agency's share of Costs of Issuance of the Series 2013[A][B] Bonds and the Authority Bonds; and

(iii) The Trustee shall transfer $_____ to the 2013 Escrow Agent to refund the Refunded Obligations.

The Trustee may establish and use temporary funds or accounts in its records to facilitate and record such deposits and transfers.

Section 12.14 Series 2013[A][B] Sinking Account. On or before March 15 of each year, commencing March 15, 20__, the Trustee shall set aside from the Special Fund and deposit in the Sinking Account an amount of money equal to the amount required to redeem ___Term Series 2013[A][B] Bonds or ___Term Series 2013[A][B] Bonds, as the case may be, on the next succeeding September 1, pursuant to Section 12.03(b) of this Indenture. All such moneys in the Term Bond Sinking Account shall be used by the Trustee to redeem the such Term Series 2013[A][B] Bonds in accordance with Section 12.03(b) of this Indenture.

Section 12.15 Series 2013 Costs of Issuance Fund. There is hereby established a separate fund to be known as the "Series 2013 Costs of Issuance Fund", which shall be held by the Trustee in trust. The moneys in the Series 2013 Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance upon submission of a Written Request of the Agency stating (a) the person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the Series 2013 Costs of Issuance Fund, and (e) that such amounts have not been the subject of a prior Written Request of the Agency; in each case together with a statement or invoice for each amount requested thereunder. On the Closing Date, the Trustee will transfer the amount of $_____ from the Series 2013 Costs of Issuance Fund to the Agency for deposit in the Redevelopment Fund. On the earlier of three (3) months from the Closing Date, or the date of receipt by the Trustee of a Written Request of the Agency therefor, all amounts (if any) remaining in the Series 2013 Costs of Issuance Fund shall be withdrawn therefrom by the Trustee and be transferred to the Agency for deposit in the segregated account of the Special Fund.

Section 12.16 Amendments to Section 1.01 of Indenture. The following defined terms appearing in Section 1.01 of this Indenture are amended as follows:

"Agency" means the Successor Agency to the West Hollywood Community Development Commission, as successor to the Former RDA in accordance with the Dissolution Act.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the Agency, the Authority or the City and related to the authorization, issuance, sale and delivery of the Bonds and the Authority Bonds, including but not limited to publication and printing costs, costs of preparation and reproduction of documents, filing and recording fees, fees and charges of the Trustee and the Authority Trustee, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, fees and charges for preparation, execution, transportation and safekeeping of the Bonds and the Authority Bonds, and any other cost, charge or fee in connection with the original issuance of the Bonds and the Authority Bonds as provided in a Costs of Issuance invoice transmitted by the Authority (which may include costs and expenses of the Agency and the City) to the Agency at the time of the original issuance of the Bonds to be paid from proceeds of the Bonds in accordance with Section 3.03 of the Indenture or as provided in a Supplemental Indenture.

"Law" means the Community Redevelopment Law of the State of California (being Part I of Division 24 of the California Health and Safety Code, as amended), and all laws amendatory thereof or supplemental thereto including, without limitation, the Dissolution Act.

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

Section 12.17 Supplements to Section 1.01 of the Indenture. The following defined terms are added to terms contained in Section 1.01 of this Indenture:

"Authority" means the County of Los Angeles Redevelopment Refunding Authority duly organized and existing under and pursuant to the laws of the State of California and a Joint Exercise of Powers Agreement, dated August 6, 2013, between the Los Angeles County Public Works Financing Authority and the County.

"Authority Bonds" means the County of Los Angeles Redevelopment Refunding Authority Tax Increment Revenue Refunding Bonds, Series 2013__, issued pursuant to the Trust Agreement.

"Authority Revenues" has the same meaning as is given to the term "Revenues" in the Trust Agreement.

"Callable Authority Bonds" means the Authority Bonds maturing on [September] 1 of each of the years 20__ through 20__, inclusive.

"Cash Flow Certificate" has the meaning given in the Trust Agreement.

"Compliance Costs" means those costs incurred by the Authority or the Authority Trustee in connection with its compliance with the Indenture, the Trust Agreement and the 2013 Continuing Disclosure Agreement that are chargeable against the Redevelopment Property Tax Trust Fund as provided in Sections 4.01 and 5.28 of the Indenture.

"County Auditor-Controller" means the Auditor-Controller of the County of Los Angeles.

"County Treasurer and Tax Collector" means the Treasurer and Tax Collector of the County of Los Angeles.

"Dissolution Act" means Parts 1.8 (commencing with Section 34161) and 1.85 (commencing with Section 34170) of the Law.

"DOF" means the State of California Department of Finance.

"Expense Account" means the account established pursuant to Section 4.03(g) of this Indenture.

"Former RDA" means the former West Hollywood Community Development Commission, created by the City Council of the City.

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

"Pass Through Obligations" means (i) the statutory pass-through obligations of the Agency described under Section 33607.5 of the Law, and (ii) the Pass-Through Agreements, and shall include amounts elected to be allocated pursuant to subdivision (a) of Section 33676 of the California Health and Safety Code.

"Prepayment" means, for any Series 2013[A][B] Bond, any amounts representing an optional redemption of such Series 2013[A][B] Bond pursuant to Section 12.03 of the Indenture, consisting of the principal amount of such Series 2013[A][B] Bond, accrued interest thereon, if any, and the premium paid upon such optional redemption.

"Principal Installment" means, with respect to any Principal Payment Date, the principal amount of Outstanding Bonds (including mandatory sinking account payments) due on such date, if any.

"Rebate Fund" means the Rebate Fund established pursuant to Section 5.12 of this Indenture.

"Rebate Instructions" means those calculations and directions required to be delivered to the Trustee by the Agency pursuant to the Tax Certificate.

"Rebate Requirement" means the Rebate Requirement defined in the Tax Certificate.

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

"Redevelopment Obligation Retirement Fund" means the fund by that name established pursuant to Section 34170.5(b) of the Law and administered by the Agency.

"Redevelopment Property Tax Trust Fund" means the fund by that name established pursuant to Section 34170.5(a) of the Law and administered by the County Auditor-Controller.

"Refunded Obligations" means the Agency's Outstanding 2001 Tax Allocation Refunding Bonds (East Side Redevelopment Project), issued in the original principal amount of $8,610,000.

"Refunding Escrow" means the Refunding Escrow established pursuant to the 2013 Escrow Agreement.

"Series 2013[A][B] Bonds" means the Successor Agency To The West Hollywood Community Development Commission, East Side Redevelopment Project, Tax Allocation Refunding Bonds, Series 2013[A][B] authorized and issued under Section 12.03 of the Indenture.

"Supplemental Indenture" means any indenture amendatory of or supplemental to the Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized under this Indenture.

"2013 Bond Insurance Policy" means the insurance policy issued by the Insurer guaranteeing the scheduled payment of principal of and the interest when due on the Authority's Tax Increment Revenue Refunding Bonds, Series 2013__.]

"2013 Bond Insurer" means _____, or any successor thereto or assignee thereof, as insurer of the Authority Bonds.] The 2013 Bond Insurer with respect to the Series 2013[A][B] Bonds is _____" and such 2013 Bond Insurer is sometimes referred to herein as the Series 2013[A][B] Bond Insurer.

"2013 Continuing Disclosure Agreement" means that Continuing Disclosure Agreement, by and among the Authority, the Agency and the Authority Trustee, dated as of _____ 1, 2013, relating to the Authority Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"2013 Escrow Agent" means _____, as escrow agent under the 2013 Escrow Agreement.

"2013 Escrow Agreement" means the Escrow Agreement dated as of _____ 1, 2013, by and between the Agency and the 2013 Escrow Agent.

"Tax-Exempt" means, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the [holder]s thereof for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code.

"Third Supplement" means the Third Supplement to Indenture, dated as of _____ 1, 2013, by and between the Agency and the Trustee, as the same may be amended and supplemented from time to time in accordance with the terms of the 2003 Bonds Indenture.

"Trust Agreement" means that certain trust agreement, dated as of the date hereof, between the County of Los Angeles Redevelopment Refunding Authority, as issuer, and [Trustee], as trustee, relating to the Authority Bonds.

"Written Request of the Authority" means an instrument in writing signed by the Treasurer of the Authority, or by any other officer of the Authority duly authorized by the Authority for that purpose.

Section 12.18 Amendments to Section 3.05. Section 3.05 of this Indenture is amended in its entirety to read as follows:

[In addition to the Bonds, the Agency may, by Supplemental Indenture, issue or incur Parity Debt from Tax Revenues on a parity with the Bonds for the purpose of refunding Bonds or other outstanding Parity Debt, including payment of all costs incidental to or connected with such refunding, but only subject to the following conditions, which are hereby made conditions precedent to the issuance of any such additional Parity Debt:

(f) The Agency shall be in compliance with all covenants set forth in this Indenture and all Supplemental Indentures;

(g) The Supplemental Indenture providing for the issuance of such Parity Debt under this Section 3.05 shall provide that interest thereon shall be payable on March 1 and September 1, and principal thereof shall be payable on September 1 in any year in which principal is payable;

(h) Money shall be deposited in the Reserve Account from the proceeds of the sale of said Parity Debt (or from other available funds of the Agency) in an amount necessary to increase the amount in the Reserve Account to the Reserve Requirement for the Bonds, taking into account the issuance of the Parity Debt, and the Supplemental Indenture providing for the issuance of such Parity Debt may provide for the establishment of separate funds and accounts, including a separate Reserve Account;

(i) The aggregate amount of the principal of and interest on all Outstanding Bonds and Subordinate Debt coming due and payable following the issuance of such Parity Debt shall not exceed the maximum amount of Tax Revenues permitted under the

Plan Limitations to be allocated and paid to the Agency following the issuance of such Parity Debt;

(j) The Tax Revenues estimated in the Report of an Independent Redevelopment Consultant to be received for the then current Fiscal Year shall be at least equal to one hundred fifty percent (150%) of Maximum Annual Debt Service on all Bonds which will be Outstanding immediately following the issuance of such Parity Debt; provided, however, that if the total of the assessed valuation of the property of the largest assessed owner in the Redevelopment Project, based upon such valuations on the tax roll for the most recent Fiscal Year for which such information is available, represents not more than twenty percent (20%) of the incremental assessed value of the Redevelopment Project for the corresponding Fiscal Year, then the Tax Revenues estimated in the Report of an Independent Redevelopment Consultant to be received for the then current Fiscal Year shall be at least equal to one hundred twenty five percent (125%) of Maximum Annual Debt Service on all Bonds which will be Outstanding immediately following the issuance of such Parity Debt;

(k) Annual Debt Service in each Bond Year, calculated for all Bonds and Parity Debt that will be Outstanding after the issuance of such additional Parity Debt, will be less than or equal to the Annual Debt Service in such Bond Year, calculated for all Bonds and Parity Debt which are Outstanding immediately prior to the issuance of such additional Parity Debt; and

(l) The Agency shall deliver to the Trustee a Written Certificate of the Agency certifying that the conditions precedent to the issuance of such Parity Debt set forth in subsections (a), (b), (c), (d) and (e) of this Section 3.05 above have been satisfied and that an amount equal to the Reserve Requirement is on deposit in the Reserve Account as of the delivery of such Parity Debt.]

Section 12.19 <u>Amendments to Section 4.01</u>. Section 4.01 is amended to include the following paragraphs (a) through (g) following the final paragraph of Section 4.01 as follows:

(a) In furtherance of this Section 4.01 and Section 4.02 of this Indenture and the Dissolution Act, and in accordance with the County Auditor-Controller's obligations as set forth in California Health and Safety Code Section 34183 and the Agency's irrevocable direction under Section 4.02(c) of the Indenture, the Agency shall take all steps to ensure that the County Auditor-Controller (1) deposits the Tax Revenues into the Special Fund, (2) allocates funds for the principal and interest payments due on the Outstanding Series 2013 Bonds and any Parity Bonds, any Compliance Costs and any deficiency in the Reserve Account pursuant to each valid Recognized Obligation Payment Schedule in accordance with the Dissolution Act and as provided in Section 4.01, and (3) make the transfers to the Trustee required under Section 4.02 of the Indenture.

(b) [The Agency will take all actions required under the Dissolution Act to include on the Recognized Obligation Payment Schedule for each six-month period all payments expected to be made to the Trustee in order to satisfy the requirements of the Indenture, including without limitation, Sections 4.01 and 4.02 of the Indenture and any amounts required under the Indenture to pay Compliance Costs and replenish the Reserve

Account of the Special Fund to the full amount of the Reserve Requirement. The Agency shall include in its Recognized Obligation Payment Schedule the amounts required to be transmitted to the Trustee for deposit in the Special Fund. The Agency shall submit an Oversight Board-approved Recognized Obligation Payment Schedule to the County Auditor-Controller and the Department of Finance (with a copy to the Authority) at least ninety (90) days prior to the January 2 Redevelopment Property Tax Trust Fund distribution and at least ninety (90) days prior to the June 1 Redevelopment Property Tax Trust Fund distribution, as applicable.]

(c) [Expected Compliance Costs, if any, will be included in each Recognized Obligation Payment Schedule, based upon information provided to the Agency by the Trustee. On or before the fifth Business Day of each September, the Trustee shall, after consulting with the Authority, report to the Agency and the County Auditor-Controller expected Compliance Costs for the next succeeding calendar year to be included on the Agency's Recognized Obligation Payment Schedules.]

(d) [The amount due to the Trustee from the County Auditor-Controller for deposit in the Special Fund on January 2 of the then-current calendar year from amounts required to be deposited into the Special Fund shall equal the deposits required pursuant to Sections 4.01 and 4.02 of the Indenture and shall include Compliance Costs, plus the amount of any deficiency in the Reserve Account, less the amounts, if any, on deposit in the Special Fund as of the date of submission for the Recognized Obligation Payment Schedule pursuant to this section that are in excess of the amounts required to be applied to payment of principal of or interest or sinking account payments on the Outstanding Series 2013 Bonds and any Parity Bonds in the then current calendar year. The amount due to the Trustee from the County Auditor-Controller for deposit in the Special Fund on June 1 of the then-current calendar year from amounts required to be deposited into the Special Fund shall equal the deposits required pursuant to Sections 4.01 and 4.02 of the Indenture and shall include Compliance Costs, plus the amount of any deficiency in the Reserve Account, less the amounts, if any, on deposit in the Special Fund as of the date of submission for the Recognized Obligation Payment Schedule pursuant to this section that are in excess of the amounts required to be applied to payment of principal of or interest or sinking account payments on the Outstanding Series 2013 Bonds and any Parity Bonds in the then current calendar year.]

(e) [In accordance with California Health and Safety Code Section 34177(m)(3), if the Agency fails to submit to the Department of Finance an Oversight Board-approved Recognized Obligation Payment Schedule that complies with all requirements of Section 4.01 of the Indenture and the Dissolution Act within five business days of the date upon which the Recognized Obligation Payment Schedule is to be used to determine the amount of property tax allocations, the Agency shall promptly advise the Authority and cause the Authority to confer with the Department of Finance in accordance with Section 34177(m)(3) for its determinate on whether any amount should be withheld by the County Auditor-Controller for payments for enforceable obligations from distribution to taxing entities, pending approval of a Recognized Obligation Payment Schedule.]

(f) In accordance with California Health and Safety Code Section 34183(b) on or before each May 1 and December 1, the Agency shall determine and report to the County Auditor-Controller and the Authority any insufficiencies in the Redevelopment Property Tax Trust Fund to fund payments in accordance with Section 4.01 of the Indenture, and cooperate with the County Auditor-Controller for its distribution of funds in accordance with California Health and Safety Code Section 34183.]

(g) All Tax Revenues received by the Agency during any calendar year in excess of the amount required to be deposited in the Special Fund during such calendar year pursuant to Section 4.01 of the Indenture shall be released from the pledge, security interest and lien hereunder for the security of the Outstanding Bonds, and may be applied by the Agency for any lawful purpose of the Agency, including but not limited to the payment of subordinate debt, or the payment of any amounts due and owing to the United States of America pursuant to Section 5.11. Prior to the payment in full of the principal of and interest and redemption premium (if any) on the Outstanding Bonds and the payment in full of all other amounts payable hereunder and under any Supplemental Indentures, the Agency shall not have any beneficial right or interest in the moneys on deposit in the Special Fund, except as may be provided in the Indenture and in any Supplemental Indenture.

Section 12.20 <u>Amendments to Section 4.02 of the Indenture</u>. Section 4.02 of the Indenture is amended to include the following paragraphs following the final paragraph of Section 4.02 of the Indenture as follows:

The Agency covenants and agrees that all Tax Revenues, when and as received and subject to the Dissolution Act, will be received by the Agency in trust hereunder and shall be deemed to be held by the Agency as agent for the Trustee, and will be immediately deposited by the Agency with the Trustee in the Special Fund and will be accounted for through and held in trust in the Special Fund, and the Agency shall have no beneficial right or interest in any of such money, except only as provided in the Indenture. All such Tax Revenues, whether received by the Agency in trust or deposited with the Trustee, all as herein provided, shall nevertheless be disbursed, allocated and applied solely to the uses and purposes herein set forth, and shall be accounted for separately and apart from all other money, funds, accounts or other resources of the Agency.

[Subject only to the Dissolution Act, in order to assure that funds required to be deposited with the Trustee pursuant to Section 4.02 of the Indenture or so deposited in a timely fashion and to further secure the Bonds, the Agency hereby irrevocably authorizes and directs the County Treasurer and Tax Collector and the County Auditor-Controller to transfer any Agency funds then held in, or later received by the County Treasurer and Tax Collector and the County Auditor-Controller for deposit in, the Redevelopment Property Tax Trust Fund, to the Trustee for deposit into the Special Fund as provided in Section 4.01 of the Indenture.]

Section 12.21 <u>Amendments to Section 4.03</u>. Section 4.03 is amended to include the following section (g) following paragraph (f) of Section 4.03 as follows:

(g) Expense Account. The Trustee shall set aside from the Special Fund and deposit in the Expense Account such amount as may be necessary to pay from time to time Compliance Costs. All moneys in the Expense Account shall be applied to the payment of Compliance Costs, upon presentation of a Written Request of the Agency setting forth the amounts, purposes, the names of the payees and a statement that the amounts to be paid are proper charges against the Expense Account. So long as any of the Bonds herein authorized, or any interest thereon, remain unpaid, the moneys in the Expense Account shall be used for no purpose other than those required or permitted by the Indenture and the Law.

If at any time the Trustee fails to pay principal or interest due on any scheduled payment date for the Bonds or withdraws funds from the Reserve Account to pay principal and interest on the Bonds, the Trustee shall notify the Authority in writing of such failure or withdrawal, as applicable.

Section 12.22 Amendments to Section 6.07. Section 6.07 is amended to include the following paragraph at the of Section 6.07 as follows:

Moneys in the Special Fund and the Interest Account, the Principal Account, the Sinking Account and the Expense Account thereunder, upon the Written Request of the Authority (for so long as the Authority Trustee shall be owner of Series 2013 Bonds) on behalf of the Agency, shall be invested by the Trustee in [Permitted Investments]. The obligations in which moneys in the Special Fund and the Interest Account, the Principal Account, the Sinking Account and the Expense Account thereunder are so invested shall mature prior to the date on which such moneys are estimated to be required to be paid out hereunder. For purposes of determining the amount on deposit in any fund or account held by the Trustee hereunder, all [Permitted Investments] credited to such fund or account shall be valued at the lower of cost or the market price thereof (excluding accrued interest and brokerage commissions, if any); provided that [Permitted Investments] credited to the Reserve Account shall be valued at market value (exclusive of accrued interest and brokerage commissions, if any), and any deficiency in the Reserve Account resulting from a decline in market value shall be restored to the Reserve Requirement no later than the next calendar year. Amounts in the funds and accounts held by the Trustee under the Indenture shall be valued at least annually on the first day of September.

Section 12.23 Amendments to Section 5.11; Tax Covenants. The following Agency covenants are added to, or amend terms contained in, Section 5.11 of this Indenture:

(7) Series 2013A Bonds. The Agency covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on any of the Tax-Exempt Authority Bonds under Section 103 of the Code.

(a) Without limiting the generality of the foregoing, the Agency shall comply with the requirements of the Tax Certificate, which is incorporated herein as if fully set forth herein. This covenant shall survive payment in full or defeasance of the Series 2013A Bonds and the Authority Bonds.

(b) Without limiting the generality of the foregoing, the Agency agrees that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Tax Exempt Bonds from time to time. In the event that at any time the Agency is of the opinion that for purposes of this Section 5.11 it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee under the Indenture, the Agency shall so instruct the Trustee in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

(c) The Trustee shall establish and maintain a fund separate from any other fund established and maintained hereunder designated as the Rebate Fund. Notwithstanding any other provision of the Indenture to the contrary, all amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section 5.11 and by the Tax Certificate (which is incorporated herein by reference). The Agency shall cause to be deposited in the Rebate Fund the Rebate Requirement as provided in the Tax Certificate. Subject to the provisions of this Section 5.11, all money at any time deposited in the Rebate Fund shall be held by the Trustee in trust for payment to the federal government of the United States of America. The Agency and the Bondowners shall have no rights in or claim to such money.

(d) Upon the written direction of the Agency, the Trustee shall invest all amounts held in the Rebate Fund in Permitted Investments, subject to the restrictions set forth in the Tax Certificate.

(e) Upon receipt of the Rebate Instructions required to be delivered to the Trustee by the Tax Certificate, the Trustee shall remit part or all of the balances held in the Rebate Fund to the federal government of the United States of America, as so directed. In addition, if the Rebate Instructions so direct, the Trustee shall deposit moneys into or transfer moneys out of the Rebate Fund from or into such accounts or funds as the Rebate Instructions direct. Any funds remaining in the Rebate Fund after redemption and payment of all of the Tax Exempt Bonds and payment of any required rebate amount, or provision made therefor satisfactory to the Trustee, shall be withdrawn and remitted to the Agency.

(f) The Trustee shall have no obligation to pay any amounts required to be remitted pursuant to this Section 5.11, other than from moneys held in the funds and accounts created under the Indenture or from other moneys provided to it by the Agency.

(g) The Trustee shall conclusively be deemed to have complied with the provisions of this Section 5.11 if it follows the directions of the Agency set forth in the Rebate Instructions, and shall not be required to take any actions thereunder in the absence of Rebate Instructions from the Agency.

(h) Notwithstanding any other provision of the Indenture, the obligation of the Agency to remit or cause to be remitted any required rebate amount to the United States government and to comply with all other requirements of this Section 5.11 and the Tax Certificate shall survive the defeasance or payment in full of the Tax Exempt Bonds.

(i) Notwithstanding any provision of this Section 5.11 to the contrary, if the Agency shall provide to the Trustee an opinion of counsel of recognized standing in the field of law relating to municipal bonds to the effect that any action required under this Section 5.11 of this Indenture is no longer required, or that some further or different action is required, to maintain the exclusion from Federal gross income of the interest on the Tax Exempt Bonds pursuant to the Code, the Trustee and the Agency may conclusively rely on such opinion in complying with the provisions of this Section 5.11, and the provisions of this Indenture shall be deemed to be modified to that extent. Nothing contained in this Section 5.11 shall be construed as prohibiting the issuance of Tax Exempt Bonds the interest on which is not excludable from gross income under Section 103 of the Code, provided, that such Tax Exempt Bonds may be issued and the proceeds thereof used without violating any of the covenants in this Section 5.11 as they may apply to any other Tax Exempt Bonds.

Section 12.24 Amendments to Article V - Payment; Covenants of the Agency. The following Agency covenants are added to, or amend terms contained in, Article V of this Indenture:

Section 5.22. Amendment of Redevelopment Plan. The Agency will not amend the Redevelopment Plan except as provided in this section and as permitted by the Law. If the Agency proposes to amend the Redevelopment Plan, it shall cause to be filed with the Trustee a Consultant's Report on the effect of such proposed amendment. If the Consultant's Report concludes that Tax Revenues will not be materially reduced by such proposed amendment, the Agency may undertake such amendment. If the Consultant's Report concludes that Tax Revenues will be materially reduced by such proposed amendment, the Agency may not undertake such proposed amendment. [Notwithstanding the foregoing, the Agency must obtain the Bond Insurer's prior written consent for any amendment of the Redevelopment Plan which would (i) reduce the amount of Tax Revenues that may be received by the Agency or (ii) reduce the period during which the Agency may collect Tax Revenues.]

Section 5.23. Tax Revenues. The Agency shall comply with all requirements of the Law to insure the allocation and payment to it of the Tax Revenues, including without limitation the timely filing of any necessary Recognized Obligation Payment Schedules.

The Agency expressly finds and determines that the pledge, payment and setting aside of Tax Revenues as provided for in the Indenture is not subject to any limitation contained in Article XIIIB of the Constitution of the State of California.

The Agency hereby covenants that, for so long as the receipt of Tax Revenues is subject to a tax increment limit under the Law, at such time after it has received Tax Revenues in excess of $_____, it will annually review the total amount of Tax Revenues remaining available to be received by the Agency under the Redevelopment Plan's cumulative tax increment limitation, as well as future cumulative Annual Debt Service. The Agency will [escrow covenant].

Section 5.24. Compliance with the Dissolution Act. The Agency covenants that in addition to complying with the requirements of the [last sentence of subsection of Section 4.01(a)] of this Indenture, it will comply with all other requirements of the

Dissolution Act. Without limiting the generality of the foregoing, the Agency covenants and agrees to file all required statements and hold all public hearings required under the Dissolution Act to assure compliance by the Agency with its covenants under the Indenture. Further, the Agency will take all actions required under the Dissolution Act to include scheduled debt service on the Bonds, as well as any amount required under the Indenture to replenish the Reserve Account to its required level], in Recognized Obligation Payment Schedules for each six-month period so as to enable the County Auditor-Controller to distribute from the Redevelopment Property Tax Trust Fund to the Special Fund on each January 2 and June 1 amounts required for the Agency to pay the principal of, premium, if any, and the interest on the Bonds coming due in the respective six-month period. These actions will include, without limitation, placing on the periodic Recognized Obligation Payment Schedule for approval by the Oversight Board and the DOF, to the extent necessary, the amounts to be held by the Agency as a reserve until the next six-month period, as contemplated by paragraph (1)(A) of subdivision (d) of Section 34171 of the Dissolution Act, that are necessary to provide for the payment of principal of, premium, if any, and the interest under the Indenture when the next property tax allocation is projected to be insufficient to pay all obligations due under the Indenture for the next payment due in the following six-month period.

Section 5.25. Adverse Change in State Law. If, due to an adverse change in State law resulting from legislation or the decision of a court of competent jurisdiction, the Agency determines that it can no longer comply with Section 5.24, then the Agency shall immediately notify the County Auditor-Controller and the Trustee in writing of such determination. The Agency shall immediately seek a declaratory judgment or take other appropriate action in a court of competent jurisdiction to determine the duties of all parties to the Indenture, including the County Auditor-Controller and the Agency, with regard to the performance of Section 5.24 by the Agency. The Trustee may, but is in no event obligated to, participate in the process of seeking such declaratory judgment to protect its rights hereunder. Any reasonable fees and expenses incurred by the Trustee (including, without limitation, legal fees and expenses) in connection with such participation shall be borne by the Agency.

Section 5.26 Written Determination of the Department of Finance. The Agency covenants that it will use its best efforts to obtain at the earliest possible date following issuance of the Bonds a written confirmation from the Department of Finance with respect to debt service on the Bonds pursuant to Section 34177.5(i) of the California Health and Safety Code that its determination that the payment of debt service on the Bonds is an enforceable obligation as approved in a Recognized Obligation Payment Schedule is final and conclusive, and reflects the Department of Finance's approval of subsequent payments made pursuant to such enforceable obligation.

Section 5.27. Credits to Redevelopment Obligation Retirement Fund. The Agency covenants to credit all Tax Revenues withdrawn from the Redevelopment Property Tax Trust Fund by the County Auditor-Controller and remitted to the Trustee for the payment of the Bonds to the Redevelopment Obligation Retirement Fund established pursuant to Section 34170.5 of the California Health and Safety Code.

Section 5.28 Compliance Costs. The Agency, to the fullest extent permitted by law, shall pay the annual Compliance Costs, from amounts on deposit in the Expense Account, including costs of the Authority and the Authority Trustee, payable from the Redevelopment Property Tax Trust Fund.

Section 5.29 Continuing Disclosure. The Agency and the Trustee hereby covenant and agree that they will comply with and carry out all of the provisions of the 2013 Continuing Disclosure Agreement; subject to the obligations agreed to be undertaken by the Authority. Notwithstanding any other provision of the Indenture, failure of the Agency or the Trustee to comply with the 2013 Continuing Disclosure Agreement shall not be considered an event of default; provided, however, the Trustee may (and, at the request of any Participating Underwriter (as defined in the 2013 Continuing Disclosure Agreement) or the Bondowners of at least 25% aggregate principal amount of Outstanding Bonds, shall) or any Bondowner or [Beneficial Owner] may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority or the Agency to comply with its obligations under this section and the 2013 Continuing Disclosure Agreement or to cause the Trustee to comply with its obligations under this section. For purposes of this section, "[Beneficial Owner]" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

Section 5.30. Approval of Program Documents and Indemnification. The Agency has approved participation in the Refunding Program, and forms of the Authority Bonds, the Trust Agreement, and the Local Obligation Purchase Contract including the indemnification set forth in Section 5 of the Local Obligation Purchase Contract for the benefit of the Authority and the County with respect to the Auditor-Controller's transfer of funds pursuant to Section 4.02 of this Indenture.

Section 5.31. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of the Indenture shall be retained in its possession and shall be subject at all reasonable times upon prior notice to the inspection of the Agency, the Authority, other Bondowners of at least twenty-five percent (25%) of the aggregate principal amount of the Bonds, and their agents and representatives duly authorized in writing, at reasonable hours and under reasonable conditions.

Section 12.25 Amendments to Section 9.08 of Indenture. The following additional and updated addresses are added to Section 9.08 of this Indenture:

All notices required to be given hereunder to the Agency, the Trustee, the Authority, the Authority Trustee [and the Bond Insurer] shall be sent to the following addresses:

Agency: Successor Agency to the West Hollywood Community Development Commission
Plummer Park, Community Center, Room 5
7377 Santa Monica Boulevard
West Hollywood, California 90046
Attention: [Executive Director]

Authority: County of Los Angeles
Redevelopment Refunding Authority
c/o County of Los Angeles
500 West Temple Street, Room 437
Los Angeles, California 90012
Attention: Treasurer and Tax Collector

Authority Trustee:

Trustee: The Bank of New York Mellon Trust Company, N.A.

[Bond Insurer:] []

Section 12.26 Terms of Series 2013[A][B] Bonds Subject to the Indenture. Except as in this Third Supplement expressly provided, every term and condition contained in the Indenture shall apply to this Third Supplement and to the Series 2013[A][B] Bonds with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Third Supplement.

This Third Supplement and all of the terms and provisions herein contained shall form part of the Indenture as fully and with the same effect as if all such terms and provisions had been set forth in the Indenture. The Indenture is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as heretofore amended and supplemented, and as amended and supplemented hereby.

Section 12.27 Bond Insurance Payment and Reimbursement Provisions. The following provisions shall govern in the event of a conflict with any contrary provision of the Trust Agreement.

[For Discussion]

DEEMED OWNER:

[Notwithstanding anything to the contrary herein, for all purposes of this Article VII, the Bond Insurer shall be deemed to be the sole Bondowner of the Series 2013 Bonds, for so long as (i) it is the insurer of the Authority Bonds and (ii) the Authority Bonds are secured in whole or in part by the Series 2013 Bonds.]

DEFAULT

[An Event of Default shall continue to exist under subsections (a) and (b) of Section 8.01 of the Indenture after payment is made by the Bond Insurer when due, pursuant to the terms of the Bond Insurance Policy.]

ACCELERATION:

then, and in each and every such case during the continuance of such Event of Default, [with the written consent of the Bond Insurer], the Trustee may, and upon the written request of the Bondowners of not less than twenty-five per cent (25%) in aggregate principal amount of Bonds Outstanding shall, by notice in writing to the Agency, declare the principal of all of the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable. [For all purposes under this Article VII, the Bond Insurer is deemed to be an owner of one hundred percent (100%) of the insured bonds unless the Bond Insurer is in default under the terms of the Bond Insurance Policy.]

Section 12.28 Parties Interested Herein. Nothing in the Indenture, expressed or implied, is intended to give to any person other than the Agency, the Authority, the Trustee, [the Bond Insurer] and the Bondowners any right, remedy or claim under or by reason of the Indenture. Any covenants, stipulations, promises or agreements in the Indenture contained by and on behalf of the Agency or any member, officer or employee thereof shall be for the sole and exclusive benefit of the Authority, the Trustee, [the Bond Insurer] and the Bondowners.

Section 12.29 Attachment of Appendix A. The Indenture is also hereby further amended by attaching thereto and incorporating therein an Appendix A setting forth the form of the Series 2013 Bonds, which shall read substantially as set forth in Appendix A which is attached hereto and by this reference incorporated herein.

Section 12.30 Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Third Supplement shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Third Supplement. The Agency hereby declares that it would have entered into this Third Supplement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series 2013 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Third Supplement may be held illegal, invalid or unenforceable.

Section 12.31 Copy of this Third Supplement to Rating Agencies. The Agency hereby directs the Trustee to provide a copy of this Third Supplement to S&P and Moody's, as required by Section 5.05.

Section 12.32 Execution in Several Counterparts. This Third Supplement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Agency and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

Section 12.33 Governing Law. This Third Supplement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, THE SUCCESSOR AGENCY TO THE WEST HOLLYWOOD COMMUNITY DEVELOPMENT COMMISSION has caused this Third Supplement to be signed in its name by its Authorized Officer, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in token of its acceptance of the trusts created hereunder, has caused this Third Supplement to be signed in its corporate name by its officer thereunto duly authorized, all as of the date and year first above written.

SUCCESSOR AGENCY TO THE WEST HOLLYWOOD COMMUNITY DEVELOPMENT COMMISSION

By: _____
Authorized Officer

[ATTESTED BY]

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Officer

APPENDIX D

[Form of Series 2013[A][B] Bond]

No. A-l **$_____**

SUCCESSOR AGENCY TO THE
WEST HOLLYWOOD COMMUNITY DEVELOPMENT COMMISSION
EAST SIDE REDEVELOPMENT PROJECT
TAX ALLOCATION REFUNDING BOND, SERIES 2013[A][B]

RATE OF INTEREST:	MATURITY DATE:	DATED DATE:
____%	September 1, 20__	_____ __, 20__

Registered Owner: [Trustee], as Authority Trustee

Principal Amount: _____ DOLLARS

THE SUCCESSOR AGENCY TO THE WEST HOLLYWOOD COMMUNITY DEVELOPMENT COMMISSION, a public body, corporate and politic, duly organized and existing under and pursuant to the laws of the State of California (the "Agency"), for value received hereby promises to pay to the registered owner specified above or registered assigns (the "registered owner") the principal sum stated above on the date stated above and to pay the registered owner on each March 1 and September 1, commencing on _____ 1, 2014 (each such date an "Interest Payment Date") by check mailed on the Interest Payment Date by first class mail, postage prepaid, to the name and address as it appears on the register kept by the Trustee (defined below) as of the close of business on the date next preceding the date of registration on this Bond (unless this Bond is registered during the period from the 16th day of the month next preceding an interest payment date to and including such interest payment date, in which event it shall bear interest from such interest payment date, or unless this Bond is registered on or before _____ 1, 2014 in which event it shall bear interest from its Dated Date) until the principal hereof shall have been paid, at the Rate of Interest specified above, payable on _____ 1, 2014 and semiannually thereafter on March 1 and September 1 in each year. Both the interest hereon and principal hereof are payable in lawful money of the United States of America. The principal (or redemption price) hereof is payable upon surrender hereof at maturity or the earlier redemption hereof at the principal corporate trust office of The Bank of New York Mellon Trust Company, N.A., in Los Angeles, California, as Trustee. Interest hereon is payable by check or draft mailed on the interest payment date by first class mail to the person in whose name this Bond is registered at the close of business on the 15th day of the month next preceding the applicable interest payment date at such person's address as it appears on the registration books of the Trustee, or upon written request received prior to the 15th day of the month preceding an interest payment date of an owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to an account designated by such owner within the continental United States..

This Bond, the interest hereon and any premium due upon the redemption of this Bond prior to maturity are not a debt of the City of West Hollywood, the State of California or any of its political subdivisions, and neither said City, said State nor any of its political subdivisions is liable hereon, nor in any event shall this Bond, said interest or said premium be payable out of any funds or properties other than the funds of the Agency as set forth in the Indenture hereinafter mentioned. This Bond does not constitute an indebtedness within the meaning of any constitutional debt limitation or restriction. Neither the members of the Agency nor any persons executing the Bond are liable personally on this Bond by reason of its issuance.

This Bond is one of a duly authorized issue of Successor Agency to the West Hollywood Community Development Commission East Side Redevelopment Project, Tax Allocation Refunding Bonds, Series 2013[A][B] (the "Bonds"), limited in aggregate principal amount to $_____, all of like tenor and date (except for such variations, if any, as may be required to designate varying numbers, maturities, interest rates or redemption provisions), all issued under the provisions of the Community Redevelopment Law of the State of California, as supplemented and amended (the "Law"), including, without limitation, the Dissolution Act, and pursuant to the provisions of that certain Indenture of Trust entered into between the Agency and the Trustee dated as of September 1, 2001, as supplemented and amended by a Third Supplement to Indenture, dated as of _____ 1, 2013, each between the Agency and the Trustee (collectively, the "Indenture"). All Bonds are equally and ratably secured in accordance with the terms and conditions of the Indenture, and reference is hereby made to the Indenture, to any indentures supplemental thereto and to the Law and the Dissolution Act for a description of the terms on which the Bonds are issued, for the provisions with regard to the nature and extent of the security provided for the Bonds and of the nature, extent and manner of enforcement of such security, and for a statement of the rights of the registered owners of the Bonds; and all the terms of the Indenture, the Law and the Dissolution Act are hereby incorporated herein and constitute a contract between the Agency and the registered owner from time to time of this Bond, and to all the provisions thereof the registered owner of this Bond, by his acceptance hereof, consents and agrees. Each registered owner hereof shall have recourse to all the provisions of the Law and the Dissolution Act and the Indenture and shall be bound by all the terms and conditions thereof.

The principal of this Bond and the interest hereon are secured by an irrevocable pledge of, and are payable solely from, the Tax Revenues (as such term is defined in said Indenture) and certain other funds, all as more particularly set forth in the Indenture. The Indenture is adopted under and this Bond is issued under and is to be construed in accordance with the laws of the State of California.

This Bond is issued in fully registered form and may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations of the same issue, all as more fully set forth in the Indenture. This Bond is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the corporate trust office of the Trustee in Los Angeles, or such other location as the Trustee may designate, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, upon surrender and cancellation of this Bond. Upon such transfer a new registered Bond of authorized denomination or denominations for the same aggregate principal amount of the same issue will be issued to the transferee in exchange therefor.

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

This Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been signed by the Trustee.

It is hereby recited, certified and declared that any and all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of California.

The Bonds are special obligations of the Agency and are payable, as to interest thereon, principal thereof and any premiums upon the redemption thereof, exclusively from certain tax revenues remaining after payment of debt service on certain prior lien bonds (the "Tax Revenues"), and the Agency is not obligated to pay them except from the Tax Revenues. The Bonds are equally secured by a pledge of, and charge and lien upon, the Tax Revenues, and the Tax Revenues constitute a trust fund for the security and payment of the interest on and principal of and redemption premiums, if any, on the Bonds.

The Agency hereby covenants and warrants that, for the payment of the interest on and principal of and redemption premium, if any, on this Bond and all other Bonds issued under the Indenture when due, there has been created and will be maintained by the Trustee a special fund into which all Tax Revenues shall be deposited, and as an irrevocable charge the Agency has allocated the Tax Revenues solely to the payment of the interest on and principal of and redemption premiums, if any, on the Bonds, and the Agency will pay promptly when due the interest on and principal of and redemption premium, if any, on this Bond and all other Bonds of this issue and all additional tax allocation bonds authorized by the Indenture out of said special fund, all in accordance with the terms and provisions set forth in the Indenture.

The Bond shall be subject to redemption on the dates, in the amounts and in the manner provided therefor in the Indenture.

[If an event of default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture; except that the Indenture provides that in certain events such declaration and its consequences may be rescinded by the registered owners of at least twenty-five per cent (25%) in aggregate amount of Bond Obligation of the Bonds then Outstanding.]

[If an event of default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture; except that the Indenture provides that in certain events such declaration and its consequences may be rescinded by the registered owners of at least twenty-five per cent (25%) in aggregate principal amount of the Bonds.]

[The Bonds are issuable only in the form of fully registered Bonds in the denomination of $1.00 or any integral multiple of $1.00 (not exceeding the principal amount of Bonds maturing at

any one time). The owner of any Bond or Bonds may surrender the same at the above-mentioned office of the Trustee in exchange for an equal aggregate principal amount of fully registered Bonds of any other authorized denominations, in the manner, subject to the conditions and upon the payment of the charges provided in the Indenture.]

This Bond is transferable, as provided in the Indenture, only upon a register to be kept for that purpose at the above-mentioned office of the Trustee by the registered owner hereof in person, or by his duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new fully registered Bond or Bonds, in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Agency and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the interest hereon and principal hereof and redemption premium, if any, hereon and for all other purposes.

The rights and obligations of the Agency and of the registered owners of the Bonds may be amended at any time in the manner, to the extent and upon the terms provided in the Indenture.

[This Bond is not a debt of the City of West Hollywood, the County of Los Angeles, the State of California or any other political subdivision of the State, and neither said City, said State, said County nor any of the State's other political subdivisions is liable therefor, nor in any event shall this Bond be payable out of any funds or properties other than those of the Agency pledged therefor as provided in the Indenture. This Bond does not constitute an indebtedness within the meaning of any constitutional or statutory limitation or restriction, and neither the members of the Agency nor any persons executing this Bond is liable personally on this Bond by reason of its issuance.]

This Bond shall not be entitled to any benefits under the Indenture or become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been signed by the Trustee.

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

IN WITNESS WHEREOF, the Successor Agency to the West Hollywood Community Development Commission has caused this Bond to be executed in its name and on its behalf by the City Manager, acting for Successor Agency to the West Hollywood Community Development Commission and attested by its Secretary, acting for Successor Agency to the West Hollywood Community Development Commission, and has caused this Bond to be dated as of the date above written.

SUCCESSOR AGENCY TO THE WEST HOLLYWOOD COMMUNITY DEVELOPMENT COMMISSION

By _____
City Manager, acting for Successor Agency to the West Hollywood Community Development Commission

Attest:

_____
Secretary, acting for Successor Agency to the West Hollywood Community Development Commission

This is one of the Bonds described in the within-mentioned Indenture which has been authenticated and registered on _____, 2013.

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By _____
Authorized Signatory

[STATEMENT OF INSURANCE]

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ (Social Security or other identifying Number of Assignee _____) the within-mentioned registered Bond and do(es) hereby irrevocably constitute and appoint _____ attorney to transfer the same on the bond register of the Trustee, with full power of substitution in the premises.

Dated: _____ _____

Signature guaranteed:

_____
Notice: Signature(s) must be guaranteed
by an eligible guarantor institution.

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

APPENDIX E

SCHEDULE OF SEMI-ANNUAL AND ANNUAL INTEREST AND PRINCIPAL PAYMENTS OF THE BONDS

Attachment 3:

Continuing Disclosure Agreement

CONTINUING DISCLOSURE AGREEMENT

by and among

COUNTY OF LOS ANGELES
REDEVELOPMENT REFUNDING AUTHORITY,

SUCCESSOR AGENCY TO THE [AGENCY]

and

[TRUSTEE],
as Trustee

Dated as of _____ 1, 2013

Relating to:

County of Los Angeles Redevelopment Refunding Authority
Tax Increment Revenue Refunding Bonds,
Series 2013[A][B]

CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT, dated as of _____ 1, 2013 (this "Disclosure Agreement"), is by and among the COUNTY OF LOS ANGELES REDEVELOPMENT REFUNDING AUTHORITY, a joint exercise of powers agency duly organized and existing under the laws of the State of California (the "Authority"), the SUCCESSOR AGENCY TO THE [AGENCY], a public body, corporate and politic, duly organized and existing pursuant to the Community Redevelopment Law of the State of California (as successor agency to the [Agency], the "Agency"), and [TRUSTEE], a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as Trustee (the "Authority Trustee"), in connection with the issuance of the Authority's Tax Increment Revenue Refunding Bonds, Series 2013[A][B] (the "Authority Bonds") pursuant to a Trust Agreement, dated as of _____ 1, 2013 (the "Trust Agreement"), between the Authority and the Authority Trustee,

W I T N E S S E T H :

WHEREAS, the County of Los Angeles (the "County") has developed a program (the "Refunding Program") to assist the successor agencies to former community redevelopment agencies within the County to refund tax increment obligations pursuant to California Assembly Bill 1484 (Stats 2012 c. 26) ("AB 1484") in order to provide debt service savings to successor agencies and to increase property tax revenues available for distribution to affected taxing entities, including the County; and

WHEREAS, the Authority is empowered under the provisions of Article 4, Chapter 5, Division 7, Title 1 of the California Government Code to issue its bonds for the purpose of purchasing certain local obligations issued by certain local agencies and other purposes, including refunding any of its then-outstanding bonds, and the purchase of tax allocation obligations issued by said successor agencies as described in Section 34173 of the California Health and Safety Code; and

WHEREAS, the Authority has determined to issue the Authority Bonds in order to provide funds to acquire certain local obligations issued by the Agency, among other obligations of other successor agencies, in order to assist the Agency in refunding outstanding bonds or other indebtedness pursuant to AB 1484; and

WHEREAS, the Agency has issued its [Named Project Area], [Named Tax Allocation Refunding Bonds], Series 2013[A][B] (the "Refunding Bonds") pursuant to an Indenture of Trust, dated as of _____ 1, 2013 (the "Indenture"), by and between the Agency and [Trustee], as trustee (the "Agency Trustee"), as amended or supplemented from time to time in accordance with its terms; and

WHEREAS, such Refunding Bonds will be secured by a pledge of, and lien on, and shall be repaid from [Tax Increment Revenues][moneys] deposited from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (c) of Section 34172 of the California Health and Safety Code; and

WHEREAS, this Disclosure Agreement is being executed and delivered by the Authority, the Agency and the Authority Trustee for the benefit of the holders and beneficial owners of the Authority Bonds and in order to assist the underwriters of the Authority Bonds in complying with Securities and Exchange Commission Rule 15c2-12(b)(5);

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Disclosure Agreement have the meanings herein specified. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Trust Agreement.

"Annual Report" means any Annual Report provided by the Agency pursuant to, and as described in, Sections 2 and 3 hereof.

"Annual Report Date" means the date in each year that is the first day of the month following the eighth month after the end of the Agency's fiscal year, which date, as of the date of this Disclosure Agreement, is March 1.

"Agency" means the Successor Agency to the [Agency], a public body, corporate and politic, duly organized and existing under and pursuant to the Law.

"Agency Trustee" means [Trustee], as trustee under the Indenture, or any successor thereto as trustee thereunder, substituted in its place as provided therein.

"Authority" means the County of Los Angeles Redevelopment Refunding Authority duly organized and existing under and pursuant to the laws of the State of California and a Joint Exercise of Powers Agreement, dated August 6, 2013, between the Los Angeles County Public Works Financing Authority and the County.

"Authority Trustee" means [Trustee], as trustee under the Trust Agreement, or any successor trustee substituted in its place as provided therein.

"Bonds" means, collectively, the Authority Bonds and the Refunding Bonds.

"City" means the City of [City], California.

"County" means the County of Los Angeles, a political subdivision of the State of California.

"County Auditor-Controller" means the Auditor-Controller of the County of Los Angeles.

"Disclosure Representative" means _____ or other as _____ shall designate in writing to the Authority Trustee from time to time.

"Dissemination Agent" means the Authority, acting in its capacity as Dissemination Agent hereunder, or any successor dissemination agent designated in writing by the Authority and which has filed with the Authority Trustee a written acceptance of such designation.

"Listed Events" means any of the events listed in subsection (a) or subsection (b) of Section 4 hereof.

"MSRB" means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at http://emma.msrb.org.

"Official Statement" means the Official Statement, dated _____ __, 2013, relating to the Authority Bonds.

"Participating Underwriter" means any of the original underwriters of the Authority Bonds required to comply with the Rule in connection with the offering of the Authority Bonds.

"Project Area" shall have the meaning specified in Appendix __ to the Official Statement.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Provision of Annual Reports. (a) The Agency shall, or shall cause the Dissemination Agent to, provide to the MSRB an Annual Report which is consistent with the requirements of Section 3 hereof, not later than the Annual Report Date, commencing with the report for the 2012-13 Fiscal Year. The Annual Report may include by reference other information as provided in Section 3 hereof; provided, however, that the audited financial statements of the Agency, if any, may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Agency's fiscal year changes, it shall, or it shall instruct the Dissemination Agent to, give notice of such change in a filing with the MSRB. The Annual Report shall be submitted on a standard form in use by industry participants or other appropriate form and shall identify the Authority Bonds by name and CUSIP number. The Authority shall provide the Agency with the information specified in Exhibit B for inclusion in the Annual Report not later than 30 days prior to the date specified in this subsection (a).

(b) Not later than 15 business days prior to the date specified in subsection (a) of this Section for the providing of the Annual Report to the MSRB, the Agency shall provide the Annual Report to the Dissemination Agent and the Authority Trustee. If by such date, the Authority Trustee has not received a copy of the Annual Report, the Authority Trustee shall contact the Agency and the Dissemination Agent to determine if the Agency is in compliance with the first sentence of this subsection (b).

(c) If the Authority Trustee is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a) of this Section, the Authority

Trustee shall, in a timely manner, send a notice to the MSRB in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) provide any Annual Report received by it to the MSRB, as provided herein; and

(ii) file a report with the Authority and the Agency and (if the Dissemination Agent is not the Authority Trustee) the Authority Trustee certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided to the MSRB.

Section 3. <u>Content of Annual Reports</u>. The Annual Report shall contain or include by reference the following:

(a) The Agency's separate audited financial statements, or the City's audited financial statements including Agency operations as a trust fund, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If such audited financial statements are not available by the time the Annual Report is required to be filed pursuant to subsection (a) of Section 2 hereof, the Annual Report shall contain unaudited financial statements in a format similar to that used for the audited financial statements, and the audited financial statements, if any, shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, financial information and operating data with respect to the Agency, substantially similar to that provided in the corresponding tables relating to the Agency and the Project Area in [Appendix __] to the Official Statement (and where not specified by date or period for the preceding fiscal year):

(i) Taxable assessed values for the most recent fiscal year in substantially the format of Table __ of [Appendix __] to the Official Statement;

(ii) [Tax Increment Revenues] for the most recent fiscal year;

(iii) An update of the ten largest assessees in substantially the format of Table __ of [Appendix __] to the Official Statement for the most recent fiscal year;

(iv) An update of Debt Service Coverage for the Bond Year ending on the immediately preceding September 1 in substantially the format of Table __ of [Appendix __] to the Official Statement;

(v) Tax levy, percentage of current year levy collected, percentage of current levy delinquent, total collections and total collections as a percentage of the most recent year's tax levy;

(vi) Amount of all Agency debt outstanding secured by a pledge of the [Tax Increment Revenues] and cumulative amount of [Tax Increment Revenues] received by the Agency to date; and

(vii) [An update of the table showing [ROPs data] for the most recent ROPs filings].

(c) In addition to any of the information expressly required to be provided under subsections (a) and (b) of this Section, the Agency shall provide such further information, if any, as may be necessary to make the specifically required statements, in light of the circumstances under which they are made, not misleading.

Any or all of the items described above may be included by specific reference to other documents, including official statements of debt issues of the Agency or related public entities, which have been submitted to the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB. The Agency shall clearly identify each such other document so included by reference.

Section 4. Reporting of Significant Events. (a) Pursuant to the provisions of this Section, [the Agency shall give, or cause to be given with respect to the Refunding Bonds], and hereby authorizes the Authority to give, or cause to be given, with respect to the Authority Bonds, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than ten business days after the occurrence of the event:

(i) Principal and interest payment delinquencies.

(ii) Unscheduled draws on debt service reserves reflecting financial difficulties.

(iii) Unscheduled draws on credit enhancements reflecting financial difficulties.

(iv) Substitution of credit or liquidity providers, or their failure to perform.

(v) Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB).

(vi) Tender offers.

(vii) Defeasances.

(viii) Rating changes.

(ix) Bankruptcy, insolvency, receivership or similar event of the obligated person.

For purposes of the event identified in paragraph (ix), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) Pursuant to the provisions of this Section, the Agency shall give, or cause to be given with respect to the Refunding Bonds, and hereby authorizes the Authority to give, or cause to be given, with respect to the Authority Bonds, notice of the occurrence of any of the following events with respect to the Bonds, if material, in a timely manner not later than ten business days after the occurrence of the event:

(i) Unless described in paragraph (v) of subsection (a) of this Section, other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds.

(ii) Modifications to rights of holders of the Bonds.

(iii) Optional, unscheduled or contingent Bonds calls.

(iv) Release, substitution, or sale of property securing repayment of the Bonds.

(v) Non-payment related defaults.

(vi) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.

(vii) Appointment of a successor or additional trustee or the change of name of a trustee.

(c) The Authority Trustee shall, within one business day of obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Disclosure Representative and inform such person of the event.

(d) Whenever the Agency or the Authority obtains knowledge of the occurrence of a Listed Event described in subsection (b) of this Section, the Agency or the Authority, as applicable shall determine if such event would be material under applicable Federal securities law. The Authority Trustee shall have no responsibility to determine the materiality of any of the Listed Events.

(e) Whenever the Agency or the Authority obtains knowledge of the occurrence of a Listed Event described in subsection (a) of this Section, or determines that the occurrence of a Listed Event described in subsection (b) of this Section is material under subsection (d) of this Section, the Agency or the Authority, as applicable shall, or shall cause the Dissemination Agent (if the Authority is not the Dissemination Agent) to, file a notice of the occurrence of such Listed Event with the MSRB within ten business days of such occurrence.

(f) Notwithstanding the foregoing, notice of Listed Events described in paragraph (iii) of subsection (a) of this Section and in paragraph (vii) of subsection (a) of this Section need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Authority Bonds pursuant to the Trust Agreement.

Section 5. Format for Filings with MSRB. Any report or filing with the MSRB pursuant to this Disclosure Agreement must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

Section 6. Termination of Reporting Obligation. The obligations of the Agency, the Authority, the Authority Trustee and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior prepayment or payment in full of all of the Authority Bonds [relating to the Refunding Bonds]. If such termination occurs prior to the final principal payment date of the Authority Bonds [relating to the Refunding Bonds], the Authority shall give notice of such termination in a filing with the MSRB.

Section 7. Dissemination Agent. The Agency may, from time to time, appoint or engage a Dissemination Agent (if the Authority is not the Dissemination Agent) to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent (if other than the Authority or the Authority Trustee), with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Authority Trustee shall be the Dissemination Agent. The Dissemination Agent, if other than the Authority Trustee, may resign by providing thirty days written notice to the Authority and the Agency.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Authority, the Agency and the Authority Trustee may amend this Disclosure Agreement (and the Authority Trustee shall agree to any amendment so requested by the Authority or the Agency so long as such amendment does not adversely affect the rights or obligations of the Authority Trustee hereunder), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of subsection (a) of Section 2 hereof, Section 3 hereof or subsections (a) or (b) of Section 4 hereof, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Authority Bonds, or the type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements

of the Rule at the time of the primary offering of the Authority Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver (i) is approved by holders of the Authority Bonds in the manner provided in the Trust Agreement for amendments to the Trust Agreement with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of holders or beneficial owners of the Authority Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Agency shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Agency. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements (i) notice of such change shall be given in a filing with the MSRB, and (ii) the Annual Report for the year in which the change is made shall present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Agency from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other reasonable means of communication, or including any other information in any Annual Report or notice required to be filed pursuant to this Disclosure Agreement, in addition to that which is required by this Disclosure Agreement. If the Agency chooses to include any information in any Annual Report or notice in addition to that which is specifically required by this Disclosure Agreement, the Agency shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

Section 10. Default. In the event of a failure of the Authority, the Agency, the Authority Trustee or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Authority Trustee may (and, at the written direction of any Participating Underwriter or the holders of at least 25% of the aggregate amount of principal evidenced by Outstanding Authority Bonds, shall, upon receipt of indemnification reasonably satisfactory to the Authority Trustee), or any holder or beneficial owner of the Authority Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority, the Agency, the Authority Trustee or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Trust Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Agency, the Authority Trustee or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Authority Trustee and Dissemination Agent. Article IX of the Trust Agreement is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Trust Agreement. The Dissemination Agent shall be entitled to the protections and limitations from liability afforded to the Authority Trustee under the Trust Agreement. Neither the Authority Trustee nor the Dissemination Agent shall be responsible for the form or content of any Annual Report or notice of Listed Event. The Dissemination Agent shall receive reasonable compensation for its services provided under this Disclosure Agreement. The Dissemination Agent (if other than the Authority or the Authority Trustee acting in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Disclosure Agreement. To the extent permitted by law, the Agency shall indemnify and save the Dissemination Agent, the Authority and the Authority Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or its willful misconduct. The obligations of the Agency under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Authority Bonds and the Refunding Bonds.

Section 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Authority, the Agency, the Authority Trustee, the Dissemination Agent, the Participating Underwriter and the holder and beneficial owners from time to time of the Authority Bonds, and shall create no rights in any other person or entity.

Section 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Agreement as of the date first above written.

COUNTY OF LOS ANGELES REDEVELOPMENT REFUNDING AUTHORITY

By: _____
Treasurer

SUCCESSOR AGENCY TO THE [AGENCY]

By: _____
[City Manager]

[TRUSTEE], as Authority Trustee

By: _____
Authorized Officer

ACCEPTED AND AGREED TO:

[DISSEMINATION AGENT], as Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	County of Los Angeles Redevelopment Refunding Authority
Name of Issue:	County of Los Angeles Redevelopment Refunding Authority Tax Increment Revenue Refunding Bonds, Series 2013[A][B]
Obligated Person:	Successor Agency to the [Agency]
Date of Issuance:	_____ __, 2013

NOTICE IS HEREBY GIVEN that the Successor Agency to the [Agency] (the "Agency") has not provided an Annual Report with respect to the above-named bonds as required by the Continuing Disclosure Agreement, dated as of _____ 1, 2013, by and among the County of Los Angeles Redevelopment Refunding Authority, the Agency and [Trustee], as Trustee. [The Agency anticipates that the Annual Report will be filed by _____.]

Dated: _____

[TRUSTEE], as Trustee, on behalf of the Successor Agency to the [Agency]

cc: County of Los Angeles Redevelopment Refunding Authority
Successor Agency to the [Agency]

EXHIBIT B

INFORMATION TO BE ASSEMBLED BY THE COUNTY OF LOS ANGELES REDEVELOPMENT REFUNDING AUTHORITY,

relating to the

Successor Agency to the [Agency]
[Named Project Area]
[Named Tax Allocation Refunding Bonds], Series 2013[A][B]

The Authority will provide the following financial information and operating data with respect to the Agency, substantially similar to that provided in the corresponding tables relating to the Agency and the Project Area in [Appendix __] to the Official Statement:

(i) Table showing for the most current fiscal year taxable assessed values.

(ii) Table showing for the most current fiscal year [Tax Increment Revenues].

(iii) Table showing for the most current fiscal year update of the ten largest assessees.

(iv) Table showing Debt Service Coverage for the Bond Year ending on the immediately preceding September 1.

(v) Table showing for the most current fiscal year tax levy, percentage collected, percentage delinquent, total collections and total collections as a percentage of the most recent year's tax levy.

(vi) Amount of all Agency debt outstanding secured by a pledge of the [Tax Increment Revenues] and cumulative amount of [Tax Increment Revenues] received by the Agency to date.

[(vii) Table showing [ROPs data] for the most recent ROPs filings.]

Attachment 4:

Escrow Agreement

ESCROW AGREEMENT

by and between

SUCCESSOR AGENCY TO THE [AGENCY]

and

[TRUSTEE],
as Prior Trustee and as Escrow Agent

Dated as of _____ 1, 2013

[Agency]
[Named Project Area]
[Named Tax Allocation Bonds Refunded]

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Escrow Agreement"), dated as of _____ 1, 2013, is by and between the SUCCESSOR AGENCY TO THE [AGENCY], a public body, corporate and politic, duly organized and existing pursuant to the Community Redevelopment Law of the State of California (as successor agency to the dissolved [Agency], the "Agency"), and [TRUSTEE], a national banking association organized and existing under and by virtue of the laws of the United States of America, as Prior Trustee (as defined herein) and as escrow agent (the "Escrow Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Community Redevelopment Law (Part 1 of Division 24 of the Health and Safety Code of the State of California and referred to herein as the "Law"), the City Council of the City of [City] (the "City") created the former [Agency] (the "Former RDA"); and

WHEREAS, the Former RDA was a redevelopment agency, a public body, corporate and politic duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Law, and the powers of such agency included the power to issue bonds for any of its corporate purposes; and

WHEREAS, the City agreed to serve as the successor agency (referred to herein as the Agency) to the Former RDA commencing upon the dissolution of the Former RDA as of February 1, 2012 pursuant to Assembly Bill Xl 26 ("AB 26"); and

WHEREAS, the Former RDA has previously issued the $_____ aggregate principal amount of [Agency], [Named Project Area], [Named Tax Allocation Bonds Refunded] (the "Refunded Bonds"), presently outstanding in the aggregate principal amount of $_____; and

WHEREAS, the Refunded Bonds were issued under an [Indenture of Trust], dated as of _____ 1, 20__ (the "Refunded Bonds Indenture"), by and between the Former RDA (predecessor to the Successor Agency) and the Prior Trustee; and

WHEREAS, the County of Los Angeles (the "County") has developed a program (the "Refunding Program") to assist successor agencies to former community redevelopment agencies within the County to refund tax increment obligations pursuant to Assembly Bill 1484 (Stats 2012 c. 26) ("AB 1484"), in order to provide debt service savings to such successor agencies, efficiencies in such refundings and cost of issuance savings and to increase property tax revenues available for distribution to affected taxing entities; and

WHEREAS, the County of Los Angeles Redevelopment Refunding Authority, a joint exercise of powers agency established pursuant to the laws of the State of California (the "Authority"), has determined to issue its Tax Increment Revenue Refunding Bonds, Series 2013__ (the "Authority Bonds"), in order to provide funds to acquire certain local obligations and pay the costs of issuance of the Authority Bonds; and

WHEREAS, the Agency has determined to cause the Refunded Bonds to be redeemed on _____ __, 2013 (the "Redemption Date") at a redemption price (the "Redemption Price") equal to ___% of the principal amount of the Refunded Bonds plus accrued interest thereon to the Redemption Date; and

WHEREAS, in order to provide a portion of the funds necessary to redeem the Refunded Bonds, the Agency has participated with the Authority and caused the issuance of its Successor Agency to the [Agency], [Named Project Area], [Named Tax Allocation Refunding Bonds], Series 2013__ (the "Bonds"), under that Indenture of Trust, dated as of _____ 1, 2013 (the "Refunding Bonds Indenture"), by and between the Agency and [Trustee], as trustee (the "Trustee"); and

WHEREAS, the Refunded Bonds are subject to redemption on the Redemption Date and the Agency has determined to provide for the call for redemption on the Redemption Date of the Refunded Bonds outstanding on the Redemption Date;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Agency and the Escrow Agent agree as follows:

Section 1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Refunded Bonds Indenture.

Section 2. The Escrow Fund. (a) There is hereby established a fund (the "Escrow Fund") to be held as an irrevocably pledged escrow by the Escrow Agent, which the Escrow Agent shall keep separate and apart from all other funds of the Agency and the Escrow Agent and which shall be applied solely as provided in this Escrow Agreement. The Escrow Fund is established for the purpose of refunding the Refunded Bonds.

Pending application as provided in this Escrow Agreement, amounts on deposit in the Escrow Fund are hereby pledged solely to the payment on the Redemption Date, of the Redemption Price, which amounts shall be held in trust by the Escrow Agent for the Owners of the Refunded Bonds. The Escrow Agent acknowledges receipt of the report of _____ with respect to the sufficiency of amounts on deposit to refund the Refunded Bonds on the Redemption Date.

(b) Upon the issuance of the Bonds, there shall be deposited in the Escrow Fund $_____ received from the proceeds of the sale of the Bonds and $_____ transferred from the [Bond Fund] of the Refunded Bonds.

(c) [Upon the deposit of moneys pursuant to Section 2(b), the moneys on deposit in the Escrow Fund will be at least equal to an amount sufficient to purchase the aggregate principal amount of [United States Obligations] set forth in Exhibit A hereto (the "Exhibit A Securities"), which principal, together with all interest due or to become due on such Exhibit A Securities, and any uninvested cash held by the Escrow Agent in the Escrow Fund, will be sufficient to make the payments required by Section 4 hereof.]

Section 3. Use and Investment of Moneys. (a) The Escrow Agent hereby acknowledges deposit of the moneys described in Section 2(b) hereof and agrees to [hold such

funds uninvested, and to make all payments required by Section 4 hereof] [invest $_____ of such moneys in the Exhibit A Securities upon receipt of certification by a nationally recognized firm of independent certified public accountants that the Exhibit A Securities will mature in such principal amounts and earn interest in such amounts and, in each case, at such times, so that sufficient moneys will be available from maturing principal and interest on the Exhibit A Securities, together with any uninvested moneys then held by the Escrow Agent in the Escrow Fund, to make all payments required by Section 4 hereof. Except as provided in Section 3(b) or Section 3(c), the balance of the moneys described in Section 2 shall be held uninvested in the Escrow Fund].

(b) Upon the written request of the Agency, but subject to the conditions and limitations herein set forth, the Escrow Agent shall purchase substitute [United States Obligations] for the [United States Obligations] then held in an Escrow Fund with the proceeds derived from the sale, transfer, redemption or other disposition of [United States Obligations] then on deposit in such Escrow Fund and any uninvested money then held by the Escrow Agent hereunder in accordance with the provisions of this Section. Such sale, transfer, redemption or other disposition of [United States Obligations] then on deposit in such Escrow Fund and substitution of other [United States Obligations] shall be effected by the Escrow Agent upon the written request of the Agency but only by a simultaneous transaction and only upon receipt of (i) certification by a nationally recognized firm of independent certified public accountants that the [United States Obligations] to be substituted, together with the [United States Obligations] which will continue to be held in such Escrow Fund, will mature in such principal amounts and earn interest in such amounts and, in each case, at such times so that sufficient moneys will be available from maturing principal and interest on such [United States Obligations] held in such Escrow Fund, together with any uninvested moneys, to make all payments required by Section 4 hereof, which have not previously been made, and (ii) receipt by the Escrow Agent of an opinion of counsel of recognized standing in the field of law relating to municipal bonds to the effect that the sale, transfer, redemption or other disposition and substitution of [United States Obligations] will not adversely affect the exclusion of interest on Refunded Bonds or the Bonds from gross income for purposes of federal income taxation.

(c) Upon the written request of the Agency, but subject to the conditions and limitations herein set forth, the Escrow Agent shall apply any moneys received from the maturing principal of or interest or other investment income on any [United States Obligations] held in an Escrow Fund, or the proceeds from any sale, transfer, redemption or other disposition of [United States Obligations] pursuant to Section 3(b) not required for the purposes of said Section (i) to the extent such moneys will not be required at any time for the purpose of making a payment required by Section 4 hereof, as certified by a nationally recognized firm of independent certified public accountants delivered to the Escrow Agent, such moneys shall be transferred to the Trustee for deposit in the [Tax Increment Fund] established under the Refunding Bonds Indenture upon the written request of the Agency as received by the Escrow Agent, free and clear of any trust, lien, pledge or assignment securing the Refunded Bonds or otherwise existing hereunder, and (ii) to the extent such moneys will be required for such purpose at a later date, shall, to the extent practicable, be invested or reinvested in [United States Obligations] maturing at times and in amounts sufficient, as certified by a nationally recognized firm of independent certified public accountants delivered to the Escrow Agent, to make such payment required by Section 4 hereof.

(d) [All [United States Obligations] purchased pursuant to this Escrow Agreement shall be deposited in and held for the credit of the Escrow Fund.] Except as provided in this Section 3, no moneys [or [United States Obligations]] deposited with the Escrow Agent pursuant to this Escrow Agreement nor principal of, or interest payments or other investment income on, any such funds [or [United States Obligations]] shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the Refunded Bonds as provided in Section 4 hereof.

(e) The Owners of the Refunded Bonds shall have a first and exclusive lien on the moneys [and [United States Obligations]] in the Escrow Fund until such moneys [and [United States Obligations]] are used and applied as provided in this Escrow Agreement.

(f) [The Escrow Agent shall not be held liable for investment losses resulting from compliance with the provisions of this Escrow Agreement.]

Section 4. Payment of Refunded Bonds. From the [maturing principal of the [United States Obligations] held in the Escrow Fund and the investment income and other earnings thereon and any] uninvested money then held in the Escrow Fund, the Escrow Agent, as the Prior Trustee, shall apply such amounts, on the Redemption Date, to pay the Redemption Price in accordance with the terms of the Refunded Bonds Indenture.

To the extent that the amount on deposit in the Escrow Fund on the Redemption Date is in excess of the amount necessary to pay the Redemption Price, such excess shall be transferred to the Trustee for deposit in the Tax Increment Fund under the Refunding Bonds Indenture.

Section 5. Irrevocable Instructions to Call Refunded Bonds and Mail Notice. The Agency has previously directed the Prior Trustee, in accordance with Section ____ of the Refunded Bonds Indenture, to mail notice to all holders of record of the Refunded Bonds.

Section 6. Performance of Duties; Acknowledgement with Respect to Irrevocable Instructions. The Escrow Agent agrees to perform the duties set forth herein and agrees that the irrevocable instructions to the Escrow Agent herein provided are in a form satisfactory to it.

Section 7. [Escrow Agent's] [No] Authority to Make Investments. The Escrow Agent shall have no power or duty to invest any funds held under this Escrow Agreement [except as provided in Section 3 hereof]. The Escrow Agent shall have no power or duty to transfer or otherwise dispose of the moneys held hereunder except as provided in this Escrow Agreement.

Section 8. Indemnity. To the extent permitted by law, the Agency hereby assumes liability for, and hereby agrees to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees, expenses and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Agent at any time in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds deposited therein, and any payment, transfer or other application of moneys [or securities] by the Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however,

that the Agency shall not be required to indemnify the Escrow Agent against the Escrow Agent's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Agent's respective successors, assigns, agents and employees or the breach by the Escrow Agent of the terms of this Escrow Agreement. The indemnities contained in this Section shall survive the termination of this Escrow Agreement.

Section 9. Responsibilities of Escrow Agent. The Escrow Agent makes no representation as to the sufficiency of the moneys deposited in the Escrow Fund[, securities to be purchased pursuant hereto] and any uninvested moneys to accomplish the redemption of the Refunded Bonds pursuant to the Refunded Bonds Indenture or to the validity of this Escrow Agreement as to the Agency and, except as otherwise provided herein, the Escrow Agent shall incur no liability in respect thereof. The Escrow Agent shall not be liable in connection with the performance of its duties under this Escrow Agreement except for its own negligence, willful misconduct or default. The Escrow Agent may consult with counsel, who may or may not be counsel to the Agency, 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 Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Escrow 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 of recognized standing in the field of law relating to municipal bonds) may be deemed to be conclusively established by a written certification of the Agency. Whenever the Escrow Agent shall deem it necessary or desirable that a matter specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel of recognized standing in the field of law relating to municipal bonds be proved or established prior to taking, suffering, or omitting any such action, such matter may be established only by a certificate signed by a nationally recognized firm of certified public accountants or such opinion of counsel of recognized standing in the field of law relating to municipal bonds.

The Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties, covenants or obligations shall be read into this Agreement against the Escrow Agent.

The Escrow Agent may resign by giving written notice to the Agency, and upon receipt of such notice the Agency shall promptly appoint a successor Escrow Agent. If the Agency does not appoint a successor Escrow Agent within 30 days of receipt of such notice, the resigning Escrow Agent may petition a court of competent jurisdiction for the appointment of a successor Escrow Agent, which court may thereupon, upon such notice as it shall deem proper, appoint a successor Escrow Agent. Upon acceptance of appointment by a successor Escrow Agent, the resigning Escrow Agent shall transfer all amounts held by it in the Escrow Fund to such successor Escrow Agent and be discharged of any further obligation or responsibility hereunder.

Section 10. Amendments. The Agency and the Escrow Agent may (but only with the consent of the Owners of all of the Refunded Bonds) amend this Escrow Agreement or enter into agreements supplemental to this Escrow Agreement.

Section 11. Term. This Escrow Agreement shall commence upon its execution and delivery and shall terminate on the date upon which the Refunded Bonds have been paid in accordance with this Escrow Agreement.

Section 12. Compensation. The Agency shall from time to time pay or cause to be paid to the Escrow Agent the agreed upon compensation for its services to be rendered hereunder, and reimburse the Escrow Agent for all of its reasonable advances in the exercise and performance of its duties hereunder; provided, however, that under no circumstances shall the Escrow Agent be entitled to any lien whatsoever on any moneys or obligations in the Escrow Fund for the payment of fees and expenses for services rendered or expenses incurred by the Escrow Agent under this Escrow Agreement or otherwise.

Section 13. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the Agency or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenants or agreements shall be null and void and shall be deemed separate from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 14. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as an original but all of which shall constitute and be but one and the same instrument.

Section 15. Governing Law. This Escrow Agreement shall be construed under the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the date first above written.

SUCCESSOR AGENCY TO THE [AGENCY]

By: _____
[Executive Director]

[TRUSTEE], as Prior Trustee and as Escrow Agent

By: _____
Authorized Signatory

[EXHIBIT A]

[UNITED STATES OBLIGATIONS]

Type	Maturity Date	Par Amount	Interest Rate	Cost

Attachment 5:

Local Obligation Purchase Contract

SUCCESSOR AGENCY TO THE
[AGENCY]

LOCAL OBLIGATION PURCHASE CONTRACT

relating to

COUNTY OF LOS ANGELES REDEVELOPMENT REFUNDING AUTHORITY
TAX INCREMENT REVENUE REFUNDING BONDS, SERIES 2013__

_____ __, 2013

Successor Agency to the [Agency]
[]
[City], California

Ladies and Gentlemen:

The undersigned County of Los Angeles Redevelopment Refunding Authority (the "Authority"), offers to enter into this Local Obligation Purchase Contract (the "Local Obligation Purchase Contract") with you, the Successor Agency to the [Agency] (the "Agency"), which, upon acceptance, will be binding upon the Agency and the Authority.

1. Purchase, Sale and Delivery of the Local Obligations.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Authority hereby agrees to purchase from the Agency, and the Agency hereby agrees to sell to the Authority, all (but not less than all) of the following (the "Local Obligations"):

(1) $_____ aggregate principal amount of Successor Agency to the [Agency] [Named Project Area] [Named Tax Allocation Refunding Bonds], Series 2013__ (the "Series 2013__ Refunding Bonds") to be issued under the provisions of the Indenture of Trust, dated as of _____ 1, 2013 (the "____ Indenture"), between the Agency and [Trustee], as trustee (the "____ Trustee"); and

(2) $_____ aggregate principal amount of Successor Agency to the [Agency] [Named Project Area] [Named Tax Allocation Refunding Bonds], Series 2013__ (the "Series 2013__ Refunding Bonds") to be issued under the provisions of the Indenture of Trust, dated as of _____ 1, 2013 (the "____ Indenture" and, together with the ____ Indenture, the "Indenture"), between the Agency and [Trustee], as trustee (the "____ Trustee" and, together with the ____ Trustee, the "Agency Trustee").

The ____ Indenture and the ____ Indenture were each approved by Resolution No. _____ adopted by the [Governing Board of the Agency] on [Agency Reso Adoption Date], 2013 (the "Agency Resolution") related to the issuance and sale of the Series 2013__ Refunding

Bonds. Except as otherwise provided herein, capitalized terms used herein shall have the meanings attributed to them in the ____ Indenture.

The Local Obligations are to be dated the date of their delivery and bear interest payable on the dates and at the interest rates, and mature on the dates and in the amounts set forth in Exhibit A attached hereto. So long as the Local Obligations are held by the Authority Trustee (defined below), there shall be one Local Obligation for series and each maturity thereof in the denomination of the entire outstanding principal amount of such maturity of such series of Local Obligations.

The Local Obligations will be purchased with proceeds of the Authority's Tax Increment Revenue Refunding Bonds, Series 2013__ (the "Authority Bonds"). The Authority Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Revenues as provided in the Trust Agreement, dated as of _____ 1, 2013 (the "Trust Agreement"), between the Authority and [Trustee], as trustee (the "Authority Trustee"), and Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code and Parts 1.8 and 1.85 of Division 24 of the California Health and Safety Code (the "Bond Law"). The issuance of the Authority Bonds has been duly authorized by the Authority pursuant to a resolution (the "Authority Resolution") adopted by the Board of Directors of the Authority on _____ __, 2013.

The aggregate purchase price for the Local Obligations shall be:

Principal Amount	$_____
Net Original Issue Discount	(_____)
Less: Underwriters' Discount	(_____)
Purchase price	$_____

The purchase price for the Series 2013__ Refunding Bonds shall be:

Principal Amount	$_____
Net Original Issue Discount	(_____)
Less: Underwriters' Discount	(_____)
Purchase price	$_____

The purchase price for the Series 2013__ Refunding Bonds shall be:

Principal Amount	$_____
Net Original Issue Discount	(_____)
Less: Underwriters' Discount	(_____)
Purchase price	$_____

The above purchase price shall be payable from amounts held by the Authority Trustee under the Trust Agreement subject to the terms and conditions thereof. As described above, said purchase price includes the Agency's share (as determined by the Authority) of the funding of underwriters' discount and costs of issuance of the Local Obligations and the Authority Bonds, which amounts shall be transferred to the Authority and paid on the Agency's behalf by the Authority for such purposes.

The Local Obligations shall be substantially in the forms described in, shall be issued and secured under the provisions of, and shall be payable as provided in the respective Agency Indenture providing for the issuance of the Local Obligations and registered in the name of the Authority Trustee. Pursuant to the respective Agency Indenture, the Agency Trustee shall deposit or cause to be deposited from the proceeds of the Local Obligations the amounts in the funds and accounts established under the respective Agency Indenture.

De La Rosa & Co. and Citigroup Global Markets Inc. (collectively, the "Underwriters"), have submitted to the Agency a proposed form of an agreement to purchase the Authority Bonds (the "Bond Purchase Agreement") by and between the Underwriters and the Authority, which includes a Letter of Representations (the "Letter of Representations") to be executed by the Agency, each to be executed and delivered concurrently with this Local Obligation Purchase Contract.

Pursuant to the authorization of the Agency and the Authority, the Underwriters have distributed copies of the Preliminary Official Statement dated _____ __, 2013, pertaining primarily to the Authority Bonds but also describing the Refunding Program, the Local Obligations, the Agency and its [Project Area] and certain other information deemed material to an informed investment decision respecting the Authority Bonds, which, together with the cover page, inside cover page and appendices thereto is herein called the "Preliminary Official Statement." By its acceptance of this Local Obligation Purchase Contract, the Agency hereby ratifies the use by the Underwriter of the Preliminary Official Statement and the Agency hereby approves the distribution of a final official statement (the "Official Statement") which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Orrick, Herrington & Sutcliffe LLP, the Authority's Bond Counsel (herein called "Bond Counsel"), and the Underwriters.

Rule 15c2-12 promulgated under the Securities Exchange Act of 1934 ("Rule 15c2-12") requires that, in order to be able to purchase or sell the Authority Bonds, the Underwriters must have reasonably determined that the Agency, as an obligated person, has undertaken in a written agreement or contract for the benefit of the holders of the Authority Bonds to provide disclosure of certain financial information and operating data and certain enumerated events on an ongoing basis. In furtherance thereof, the Agency agrees to deliver continuing disclosure agreement with respect to the Local Obligations (the "Continuing Disclosure Agreement") by and among the Agency, the Authority and the Authority Trustee, pursuant to which the Agency will provide annual disclosure and notices in the event of certain enumerated events.

(b) At 8:00 a.m., California time, on _____ __, 2013, or at such earlier or later time or date as shall be agreed by the Agency and the Authority (such time and date being herein referred to as the "Closing Date"), the Agency will deliver to the Authority at the offices of Orrick, Herrington & Sutcliffe LLP, Los Angeles, California (or such other location as may be designated by the Authority and approved by the Agency), the Local Obligations in definitive forms, duly executed by the Agency and authenticated by the Agency Trustee, and will deliver to the Authority at said location, the other documents herein mentioned; and the Authority will accept such delivery and pay the purchase price of the Local Obligations as set forth in paragraph (a) of this Section by wire transfer payable as provided in the respective Agency Indenture (such delivery and payment being herein referred to as the "Closing"). The Local Obligations shall be

made available to the Authority not later than one business day before the Closing Date for purposes of inspection.

2. Representations, Warranties and Agreements of the Agency. The Agency represents and warrants to and agrees with the Authority that:

(a) The Agency is duly organized and validly existing as a successor agency under California Assembly Bill 1484 (Stats 2012 c. 26) ("AB 1484"), with full right, power and authority to adopt the Agency Resolution, to issue the Local Obligations and to execute, deliver and perform its obligations under the Agency Indenture, the Local Obligations, the Continuing Disclosure Agreement, the Letter of Representations, the Tax Certificate, the Escrow Agreement and the Local Obligation Purchase Contract (collectively, the "Agency Documents") and to carry out and consummate the transactions contemplated by the Agency Documents and Appendix __ to the Official Statement, and the Agency Documents are and will be at the Closing Date valid and binding obligations of the Agency and Enforceable Obligations under AB 1484; and

(b) When delivered to and paid for by the Authority at the Closing in accordance with the provisions of this Local Obligation Purchase Contract, the Local Obligations will have been duly authorized, executed, issued and delivered and will constitute valid and binding obligations of the Agency in conformity with, and entitled to the benefit and security of, the respective Agency Indenture; and

(c) By all necessary official action, the Agency has duly adopted the Agency Resolution at a meeting properly noticed at which a quorum was present and acting throughout and has duly authorized and approved the execution and delivery of, and the performance by the Agency of the obligations contained in, the Agency Documents, and as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered, the Agency Documents will constitute the legally valid and binding obligations of the Agency enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally, or by the exercise of judicial discretion and the limitations on legal remedies against governmental agencies in the State. The Agency has complied, and will at the Closing be in compliance in all respects, with the terms of the Agency Documents; and

(d) The Agency has complied with all material requirements of the Community Redevelopment Law of the State of California (being Part 1 of Division 24 of the California Health and Safety Code, as amended) (the "Law") and the California Environmental Quality Act with respect to undertaking a variety of capital improvements in the Agency's [Named Project Area] pursuant to the Redevelopment Plan duly adopted by the City Council of the City of [City]; and

(e) The information contained in Appendix __ to the Preliminary Official Statement is true and correct in all material respects, and information contained in Appendix __ to the Preliminary Official Statement does not contain a misstatement of any material fact and does not omit any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading; and

(f) Except as otherwise disclosed in Appendix __ to the Preliminary Official Statement, the Agency is not in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Agency is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and, as of such times, except as disclosed in Appendix __ to the Preliminary Official Statement, the authorization, execution and delivery of the Agency Documents, and compliance with the provisions of each of such agreements or instruments do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance agreement or other to which the Agency (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the Agency Documents; and

(g) All approvals, consents, authorizations, certifications and other orders of any governmental authority, board, agency or commission having jurisdiction, and all filings with any such entities, which would constitute conditions precedent to or the failure to obtain which would materially adversely affect the performance by the Agency of its obligations hereunder or under the Agency Documents have been duly obtained and no further consent, approval, authorization or other action or filing with or by any governmental or regulatory authority having jurisdiction over the Agency is or will be required for the issue and sale of the Local Obligations or the consummation by the Agency of the other transactions described in the Agency Documents; and

(h) Except as disclosed in Appendix __ to the Preliminary Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened: (i) in any way questioning the corporate existence of the _____ (the "Former RDA") or the Agency or the titles of the officers of the Agency to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the issuance or delivery of the Local Obligations, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Local Obligations, or in any way contesting or affecting the validity of the Local Obligations or the Agency Documents or the consummation of the transactions contemplated thereby or hereby, or contesting the exclusion of the interest on the Local Obligations from taxation or contesting the powers of the Agency or its authority to issue the Local Obligations; (iii) which may result in any material adverse change relating to the Agency; (iv) with respect to information relating to the Agency only, contesting the completeness or accuracy of Appendix __ to the Preliminary Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement 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; and (v) there is no basis for

any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (iv) of this paragraph; and

(i) Except as described in Appendix __ to the Preliminary Official Statement, the Agency has not failed within the past five years to comply with its previous undertakings with regard to Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 to provide annual reports and notices of enumerated events; and

(j) The Agency will refrain from taking any action with regard to which the Agency may exercise control that results in the inclusion in gross income for federal or State income tax purposes of the interest on the [Tax-Exempt Local Obligations]; and

(k) The Agency's Oversight Board has duly approved the issuance of the Local Obligation and no further Oversight Board approval or consent is required for the issuing of the Local Obligations.

(l) [In furtherance of the terms of Section ___ of the respective Agency Indenture, the Agency will authorize the transfer to an account of the Agency, held by the Trustee under the respective Agency Indenture, all amounts set forth in any duly approved Recognized Obligation Payment Schedule ("ROPS") with respect to principal and interest payments due on the Bonds, any Compliance Costs related thereto and any deficiency in the Reserve Account established pursuant to such Bonds; provided that such transfers to the Trustee shall be made only after accounting for any "true-up" adjustments on the ROPS and the payment of unsubordinated pass-through obligations to local taxing entities, as provided for in Assembly Bill 1484 and Section 34183 of the California Health and Safety Code and provided further that the County Auditor shall have no obligation to transfer amounts not related specifically to the Bonds nor shall it have any obligation to transfer amounts not set forth on an approved ROPS.]

(m) [In furtherance of the terms of Section ___ of the respective Agency Indenture and in accordance with California Health and Safety Code Section 34177(m)(3), if the Agency fails to submit to the Department of Finance (the "DOF") an oversight board-approved ROPS that complies with all requirements of Section ___ of the respective Agency Indenture and the Dissolution Act within five business days of the date upon which the ROPS is to be used to determine the amount of property tax allocations, the Agency hereby irrevocably directs the Authority to confer with the DOF for its determination whether any amount should be withheld by the County Auditor-Controller for payments for enforceable obligations from distribution to taxing entities, pending approval of a ROPS. The Agency hereby irrevocably directs the Authority to cause County Auditor-Controller to distribute the portion of any of the sums so withheld to the affected taxing entities in accordance with paragraph (4) of subdivision (a) of California Health and Safety Code Section 34183 upon notice by the DOF that a portion of the withheld balances are in excess of the amount of enforceable obligations. The Agency shall cause the County Auditor-Controller to distribute withheld funds to the successor agency only in accordance with a ROPS approved by the DOF.]

The execution and delivery of this Local Obligation Purchase Contract by the Agency shall constitute a representation by the Agency to the Authority that the representations, warranties and agreements contained in this Section 2 are true as of the date hereof; provided that

no member of the [Governing Board of the Agency] shall be individually liable for the breach of any representation, warranty or agreement contained herein.

3. Conditions to the Local Obligations of the Authority. The obligation of the Authority to accept delivery of and pay for the Local Obligations on the Closing Date shall be subject, at the option of the Authority, to the accuracy in all material respects of the representations, warranties and agreements on the part of the Agency contained herein as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the Agency made in any certificates, or other documents furnished pursuant to the provisions hereof, and to the performance by the Agency of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions:

(a) At the Closing Date, all conditions precedent to the purchase of the Authority Bonds by the Underwriters shall have been satisfied or waived and no conditions to the obligations of the Underwriters to accept delivery of and pay for the Authority Bonds on the Closing Date shall have been identified by the Underwriters as an impediment to such purchase and sale;

(b) At the Closing Date, the Agency Documents shall be in full force and effect in the form heretofore submitted to the Authority and there shall have been taken in connection with the issuance of the Local Obligations and with the transactions contemplated thereby and by this Local Obligation Purchase Contract, all such actions as, in the opinion Bond Counsel, shall be necessary and appropriate;

(c) At the Closing Date, the Agency Resolution shall not have been rescinded or amended, modified or supplemented, except as may have been agreed to by the Authority;

(d) At or prior to the Closing Date, the Authority and the Authority Trustee shall have received the following documents with respect to the Local Obligations, in each case satisfactory in form and substance to the Authority:

(1) A certified copy of the Agency Resolution;

(2) An executed copy of the Agency Indenture;

(3) An executed copy of the Continuing Disclosure Agreement;

(4) An executed copy of the Escrow Agreement;

(5) An executed copy of the Tax Certificate;

(6) A certificate dated the Closing Date and signed by an authorized representative of the Agency or an authorized designee, on behalf of the Agency to the effect that: (i) the representations and warranties of the Agency in the Letter of Representations 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) to the best knowledge of such officer, no event has occurred since the date of the Official Statement which should be

disclosed in Appendix __ to the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (iii) the Agency has complied with all the agreements and satisfied all the conditions on its part to be satisfied under the Local Obligation Purchase Contract, the Agency Resolution and the Agency Indenture at or prior to the Closing Date; and (iv) all information in Appendix __ to the Official Statement relating to the Agency is true as of the date of the Official Statement and as of the Closing Date does 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 light of the circumstances under which they were made, not misleading;

(7) [Parity Compliance Certificates and Opinions for Local Obligations?];

(8) Copies of the Redevelopment Plan for [each Project Area] for which Local Obligations are being issued, together with all amendments thereto;

(9) An unqualified opinion of Bond Counsel addressed to the Authority, the Agency and the Underwriters with respect to the Local Obligation to the effect that each Local Obligation and the Agency Indenture has been duly authorized, executed and delivered by the Agency and, assuming due authorization, execution and delivery by the applicable trustee, constitute the legal, valid and binding agreements of the Agency and are enforceable in accordance with their terms, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State;

(10) A defeasance opinion of Bond Counsel addressed to the Authority, the Underwriters and the applicable Agency to the effect that each of the Refunded Bonds have been legally defeased in accordance with each of the agreements pursuant to which such obligations were issued, and the owners of such obligations have ceased to be entitled to the pledge of tax increment revenues;

(11) An opinion of counsel to the Agency, dated the Closing Date and addressed to the Authority and the Underwriters, substantially in the form attached hereto as Exhibit B hereto;

(12) A copy of the Final and Conclusive Determination Letter for the Agency with respect to the issuance of the Local Obligations;

(13) A counterpart original or certified copy of each of the documents and opinions specified in Section 3. F. of the Bond Purchase Agreement, in each case satisfactory in form and substance to the Representative (as defined in the Bond Purchase Agreement); and

(14) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Authority or Bond Counsel may reasonably request to evidence compliance by the Agency with legal requirements, the truth and accuracy, as of the

Closing Date, of the representations of the Agency contained herein, and the due performance or satisfaction by the Agency at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Agency.

If the Agency shall be unable to satisfy the conditions to the Authority's obligations contained in this Local Obligation Purchase Contract, this Local Obligation Purchase Contract shall terminate and neither the Authority nor the Agency shall have any further obligation hereunder.

4. Expenses. All expenses and costs of the Agency and the Authority incident to the authorization, issuance and sale of the Local Obligations and a share of the costs (as determined by the Authority) incident to the authorization and issuance of the Local Obligations and the authorization, issuance and sale of the Authority Bonds including, in each case, fees and expenses of trustees, auditors, financial advisors and fiscal consultant fees and continuing disclosure and rating agency costs, Bond Counsel, Disclosure Counsel and counsel for the Agency, shall be paid by the Agency.

5. Indemnification. The Agency, to the fullest extent permitted by law, shall indemnify, defend and hold harmless the Authority and the County and their respective officers, directors, agents and employees and the Underwriters (each an "Indemnified Party"), from and against any and all Indemnifiable Losses arising out of, resulting from, or in any way connected with:

(a) the redevelopment projects financed, or the conditions, occupancy, use, possession, conduct or management of, work done in or about, or from the planning, design, acquisition, installation or construction, of any facilities within the redevelopment projects, or any part thereof, including, without limitation, Indemnifiable Losses resulting from or in any way relating to any generation, processing, handling, transportation, storage, treatment or disposal of solid wastes, Hazardous Substances including, but not limited to, any of those activities occurring, to occur or having previously occurred and any releases on, under or from the facilities to the extent occurring or existing prior to the execution and delivery of this Local Obligation Purchase Contract and the Local Obligations;

(b) the issuance, sale or remarketing of the Authority Bonds, the carrying out of any of the transactions or undertakings contemplated by the Agency Indenture, the Local Obligations, the Trust Agreement or any document delivered by the Agency pursuant to, or in connection with, any of the foregoing;

(c) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of any material fact concerning the Agency, the [Project Area], [the Tax Increment Revenues] or the Redevelopment Plan in any official statement, offering statement, offering circular or continuing disclosure document for the Authority Bonds or any statement made in connection with the purchase or sale of the Authority Bonds (other than any such statement in the Official Statement provided by the County, the Authority or other successor agency mentioned in the Official Statement, expressly for use in the Official Statement or any other official statement, offering statement, offering circular or continuing disclosure document for the Authority Bonds), or any omission or alleged omission to state a material fact

concerning the Agency, the [Project Area], Tax Increment Revenues or the Redevelopment Plan necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(d) any declaration of taxability of interest paid or payable on the Tax-Exempt Authority Bonds, or allegations (or regulatory inquiry) that interest paid or payable on the Tax-Exempt Authority Bonds is taxable, for federal income tax purposes;

(e) the Agency Trustee's acceptance or administration of the trust of the Agency Indenture or the exercise or performance of any of its powers or duties thereunder or under any of the documents relating to the Local Obligations to which it is a party;

(f) any misrepresentation or breach of warranty by the Agency of any representation or warranty in this Local Obligation Purchase Contract, the Agency Indenture, the Letter of Representations, the Local Obligations or any document delivered by the Agency pursuant to, or in connection with, any of the foregoing or the Local Obligations;

(g) any breach by the Agency of any covenant or undertaking set forth in this Local Obligation Purchase Contract, the Agency Indenture, the Letter of Representations, the Local Obligations, or any document delivered by the Agency pursuant to, or in connection with, any of the foregoing or the Local Obligations;

(h) the exercise and performance of the Indemnified Parties' powers and duties pursuant to this Local Obligation Purchase Contract, the Agency Indenture, the Local Obligations and related documents; or

(i) the exercise and performance of the Indemnified Parties' powers and duties pursuant to any Adverse Change in State Law or pursuant to any Court Order obtained in connection with any Adverse Change in State Law.

The Authority agrees to notify the Agency promptly, but in no event later than 45 business days, after written notice to the County or the Authority that any third party has brought any action, suit or proceeding against an Indemnified Party that may result in an Indemnifiable Loss (a "Third Party Action"). Upon such notice or other notice from an Indemnified Party of a Third Party Action, the Agency shall assume the investigation and defense thereof, including the employment of counsel selected by the Indemnified Party and reasonably acceptable to the Agency, and shall assume the payment of all Litigation Expenses (as defined in this Section) related thereto, with full power to litigate, compromise or settle the same in its discretion; provided that the Indemnified Party shall have the right to review and approve or disapprove (in its sole and absolute discretion) any such compromise or settlement and the Indemnified Party has no liability with respect to any compromise or settlement of any Third Party Claim effected without its written approval. If the Indemnified Party fails to provide such notice to the Agency, the Agency is still obligated to indemnify the Indemnified Party for Indemnifiable Losses.

The rights and undertakings set forth in this Section do not terminate and shall survive the final payment or defeasance of the Local Obligations and the termination or defeasance of the Agency Indenture or any related agreement.

For purposes of this Section, the term "Adverse Change in State Law" means a change in State law, including any judicial decision that adversely affects the ability of the Agency to comply with the Agency Indenture.

For purposes of this Section, the term "Environmental Regulation" shall mean any federal, state or local law, statute, code, ordinance, regulation, requirement or rule relating to dangerous, toxic or hazardous pollutants, Hazardous Substances, chemical waste, materials or substances.

For purposes of this Section, the term "Hazardous Substances" shall mean (a) any oil, flammable substance, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other wastes, materials or pollutants which (i) pose a hazard to facilities in the [Project Area] or to Persons on or about facilities in the [Project Area] or (ii) cause facilities in the [Project Area] to be in violation of any Environmental Regulation; (b) asbestos in any form which is or could become friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls, or radon gas; (c) any chemical, material or substance defined as or included in the definition of "waste," "hazardous substances," "hazardous wastes," "hazardous materials," extremely hazardous waste," "restricted hazardous waste," or "toxic substances" or words of similar import under any Environmental Regulation including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 USC §§ 9601 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 USC §§ 6901 et seq.; the Hazardous Materials Transportation Act, 49 USC §§ 1801 et seq.; the Federal Water Pollution Control Act, 33 USC §§ 1251 et seq.; the California Environmental Quality Act ("CEQA"), California Public Resources Code § 21000 et seq.; the California Hazardous Waste Control Law ("HWCL"), California Health and Safety §§ 25100 et seq.; the Hazardous Substance Account Act ("HSAA"), California Health and Safety Code §§ 25300 et seq.; the Underground Storage of Hazardous Substances Act, California Health and Safety §§ 25280 et seq.; the Porter-Cologne Water Quality Control Act (the "Porter-Cologne Act"), California Water Code §§ 13000 et seq., the Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65); and Title 22 of the California Code of Regulations, Division 4, Chapter 30; (d) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or agency or may or could pose a hazard to the health and safety of the occupants of facilities in the [Project Area] or the owners and/or occupants of property adjacent to or surrounding facilities in the [Project Area], or any other Person coming upon the facilities in the [Project Area] or adjacent property; or (e) any other chemical, materials or substance which may or could pose a hazard to the environment.

For purposes of this Section "Indemnifiable Losses" shall mean the aggregate of Losses and Litigation Expenses; provided that such indemnification pursuant to this Section shall not apply to Losses or Litigation Expenses resulting because of the [gross] negligence or willful misconduct of any Indemnified Party.

For purposes of this Section "Litigation Expenses" shall mean any court filing fee, court cost, witness fee, any fee associated with any alternative dispute resolution mechanism (such as arbitration or mediation), and each other fee and cost of investigating and defending or asserting

a claim, including, without limitation, in each case, attorneys' fees, other professionals' fees and disbursements.

For purposes of this Section "Losses" shall mean any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (other than punitive damages to the extent they may not, under law, be indemnified), diminution in value, fine, fee and penalty, and other charge or cost, of every conceivable kind, character and nature whatsoever, contingent or otherwise, known or unknown, except Litigation Expenses.

The Agency shall place all costs expected to be incurred and actually incurred in connection with its indemnification obligations, including any amounts in connection with a valid indemnification claim received from the County or the Authority, on the next ROPS and shall make best efforts at ensuring that such expenditures are approved by the Oversight Board and the DOF. Any unpaid amounts shall constitute a debt and an enforceable obligation of the Agency and shall continue to be carried forward and placed on subsequent ROPSs until paid in full. If payable to the County or the Authority, the term "paid in full" in the preceding sentence includes payment of interest in addition to the unpaid amount and the interest rate on the unpaid amount shall increase over time as follows: (a) the rate of return earned by the Los Angeles County Treasury Pool for the relevant time period ("County Pool Rate") for the first year that payments are overdue to the County or the Authority; (b) the County Pool Rate plus 3 percent for the second year that payments are overdue to the County or the Authority; (c) the County Pool Rate plus 6 percent for the third year the payments are overdue and (d) the County Pool Rate plus 9 percent for the fourth year and any additional years the payments are overdue; provided, however, that in no event shall the interest rate exceed 10 percent in any year. The payment of any Indemnifiable Losses that are reimbursable under this Local Obligation Purchase Contract shall be subordinate to the payment of debt service on the Local Obligations.

6. Notices. Any notice or other communication to be given to the Agency under this Local Obligation Purchase Contract may be given by delivering the same in writing at the Agency's address set forth above, Attention: [Executive Director], and any such notice or other communications required to be given to the Authority may be given by delivering the same in writing to the Authority at County of Los Angeles Redevelopment Refunding Authority c/o County of Los Angeles, 500 West Temple Street, Room 437, Los Angeles, California 90012, Attention: Treasurer and Tax Collector. The approval of the Authority when required hereunder or the determination of their satisfaction as to any document referred to herein shall be in writing signed by the Authority and delivered to the Agency.

7. Parties In Interest; Governing Law. This Local Obligation Purchase Contract is made solely for the benefit of the Agency, the Authority, the County, the Underwriters and the Authority Trustee and no other persons, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof. This Local Obligation Purchase Contract shall be governed by the laws of the State.

8. Pledge; Assignment. The Agency hereby approves the Trust Agreement and the pledge and assignment of all of the Authority's right, title and interest in this Local Obligation Purchase Contract and the Local Obligations to the Authority Trustee under the Trust Agreement for the benefit of the Owners of the Authority Bonds (as provided in the Trust Agreement).

9. Limitation on Liability. The Authority shall incur no liability hereunder or by reason hereof or arising out of the transactions contemplated hereby, and shall be under no obligation to purchase the Local Obligations hereunder, except from proceeds of the Authority Bonds available therefor held by the Authority Trustee under, and subject to the conditions set forth in, the Trust Agreement. The Agency shall incur no liability hereunder or by reason hereof or arising out of the transactions contemplated hereunder, except as otherwise provided in Sections 3, 4 and 5 hereof, or be obligated to make any payments with respect to the Local Obligations, except from amounts pledged to the payment of the respective Local Obligations pursuant to the terms thereof.

10. Counterparts. This Local Obligation Purchase Contract may be signed in two or more counterparts; all such counterparts, when signed by all parties, shall constitute but one single agreement.

COUNTY OF LOS ANGELES
REDEVELOPMENT REFUNDING AUTHORITY

By _____
Treasurer and Tax Collector

ACCEPTED AND AGREED TO:

SUCCESSOR AGENCY TO THE AGENCY

By _____
[Executive Director]

Exhibit A

Maturity Schedules Attached

Exhibit B

[Form of Agency Counsel Opinion]

_____ __, 2013

County of Los Angeles Redevelopment Refunding Authority
[City], California

De La Rosa & Co./
Los Angeles, California

Successor Agency to the [Agency]
[City], California

Citigroup
Los Angeles, California

Orrick, Herrington & Sutcliffe, LLP
Los Angeles, California

RE: Successor Agency to the [Agency]
[Named Project Area] [Named Tax Allocation Refunding Bonds], Series 2013__

Ladies and Gentlemen:

The undersigned is the duly qualified and acting counsel of the Successor Agency to the [Agency] (the "Agency"), and in connection with the issuance and delivery of $_____ principal amount of the Successor Agency to the [Agency] [Named Project Area] [Named Tax Allocation Refunding Bonds], Series 2013__, and $_____ principal amount of the Successor Agency to the [Agency] [Named Project Area] [Named Tax Allocation Refunding Bonds], Series 2013__ (collectively, the "Local Obligations"), I have examined originals (or copies certified or otherwise identified to my satisfaction) of such documents, records and other instruments as I deem necessary or appropriate for the purposes of this opinion, including, without limitation, Resolution No. _____ adopted by the [Governing Board of the Agency] on [Agency Reso Adoption Date], 2013 (the "Agency Resolution") and the [Indenture of Trust, dated as of _____ 1, 2013 (the "____ Indenture"), each between the Agency and [Trustee], as trustee (the "Agency Trustee")]. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Local Obligation Purchase Contract, dated _____ __, 2013, by and between the County of Los Angeles Redevelopment Refunding Authority (the "Authority") and the Agency.

Based upon the foregoing, it is my opinion that:

(A) The Agency is duly organized and validly existing as a successor agency under California Assembly Bill 1484 (Stats 2012 c. 26) ("AB 1484"), with full legal right, power and authority to enter into the Local Obligation Purchase Contract and to issue the Local Obligations and to perform all of its obligations under the Local Obligation Purchase Contract and the Local Obligations;

(B) The Agency Resolution approving and authorizing the execution and delivery of the Agency Indenture, the Local Obligations, the Letter of Representations, the Continuing Disclosure Agreement, the Tax Certificate, the Escrow Agreement and the Local Obligation Purchase Contract (collectively, the "Agency Documents") and approving [Appendix __] to the Official Statement has been duly adopted, and the Agency Resolution is in full force and effect and has not been modified, amended, rescinded or repealed since the date of its adoption;

(C) The Agency Documents have been duly authorized, executed and delivered by the Agency and constitute valid, legal and binding agreements of the Agency enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally, or by the exercise of judicial discretion and the limitations on legal remedies against governmental entities in the State of California;

(D) The information in Appendix __ to the Official Statement (excluding therefrom financial statements and other statistical data) does 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 light of the circumstances under which they were made, not misleading;

(E) Except as otherwise disclosed in Appendix __ to the Official Statement, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental agency or body, pending or to the best knowledge of such counsel after due inquiry threatened against the Agency, challenging the creation, organization or existence of the Former RDA or the Agency, or the validity of the Agency Documents or seeking to restrain or enjoin the repayment of the Authority Bonds or in any way contesting or affecting the validity of the Agency Documents or contesting the authority of the Agency to enter into or perform its obligations under any of the Agency Documents, or which, in any manner, questions the right of the Agency to use the tax increment for repayment of the Local Obligations or affects in any manner the right or ability of the Agency to collect or pledge the tax increment from the [Project Area] (as defined in Appendix __ to the Official Statement) or the [Project Area]'s plan limits as described in Appendix __ to the Official Statement;

(F) No consent, waiver or any other action of any person, board or body, public or private, is required as of the date hereof for the Agency to enter into the Local Obligation Purchase Contract or to perform its obligations under it; and

(G) Except as otherwise disclosed in Appendix __ to the Official Statement, there are no outstanding bonds, notes or other obligations of the Agency which are payable out of tax increment from the [Project Area].

This opinion is limited to the laws of the State of California, and I assume no responsibility as to the applicability or the effect of the laws (including securities, blue sky and insolvency laws) of any other jurisdiction or of federal or state income tax laws. This opinion is limited to the matters stated herein, and no opinion is implied beyond the matters expressly stated. This opinion is given for your use and benefit only in connection with transactions described herein, and it may not be relied upon in any other transaction or by any other person,

nor may copies be delivered to any person other than your counsel without my prior written consent.

Very truly yours,

Attachment 6:

Trust Agreement
(for Series 2013 Authority Bonds)

TRUST AGREEMENT

by and between

COUNTY OF LOS ANGELES
REDEVELOPMENT REFUNDING AUTHORITY

and

[TRUSTEE],
as Trustee

_____

$_____

County of Los Angeles Redevelopment Refunding Authority
Tax Increment Revenue Refunding Bonds,
Series 2013__

_____

Dated as of _____ 1, 2013

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TRUST AGREEMENT

THIS TRUST AGREEMENT, dated as of _____ 1, 2013 (the "Trust Agreement"), is between the COUNTY OF LOS ANGELES REDEVELOPMENT REFUNDING AUTHORITY, a joint exercise of powers agency established pursuant to the laws of the State of California (the "Authority"), and [TRUSTEE], a national banking association duly organized and existing under the laws of the United States of America, as trustee (the "Trustee"),

W I T N E S S E T H:

WHEREAS, the County of Los Angeles (the "County") has developed a program (the "Refunding Program") to assist successor agencies to former community redevelopment agencies within the County to refund tax increment obligations pursuant to Assembly Bill 1484 (Stats 2012 c. 26) ("AB 1484") in order to provide debt service savings to such successor agencies, efficiencies in such refundings and cost of issuance savings, and to increase property tax revenues available for distribution to affected taxing entities, including the County; and

WHEREAS, the Authority is empowered under the provisions of Article 4, Chapter 5, Division 7, Title 1 of the California Government Code to issue its bonds for the purpose of purchasing certain local obligations issued by certain local agencies and other purposes, including refunding any of its then-outstanding bonds, and the purchase of tax increment obligations issued by said successor agencies as described in Section 34173 of the California Health and Safety Code; and

WHEREAS, such tax increment obligations will be secured by a pledge of, and lien on, and shall be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (c) of Section 34172 of the California Health and Safety Code; and

WHEREAS, the Authority has determined that it would be in the best interests of the Authority to assist said successor agencies to refund tax increment obligations pursuant to AB 1484; and

WHEREAS, the Authority has determined to issue its County of Los Angeles Redevelopment Refunding Authority Tax Increment Revenue Refunding Bonds, Series 2013__ (the "Bonds"), in order to provide funds to acquire certain local obligations in order to refund tax increment obligations of successor agencies; and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as provided in this Trust Agreement, the valid, binding and legal obligations of the Authority according to the import thereof and hereof have been done and performed;

NOW, THEREFORE, THIS TRUST AGREEMENT WITNESSETH that the Authority, in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the purchasers thereof and other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the interest on and the principal of and the redemption premium, if any, on all Bonds Outstanding hereunder from time to time according to their tenor and effect, and such other

payments required to be made under the Trust Agreement, and to secure the observance and performance by the Authority of all the agreements, conditions, covenants and terms expressed and implied herein and in the Bonds, does hereby assign, bargain, convey, grant, mortgage and pledge a security interest unto the Trustee, and unto its successors in the trusts hereunder, and to them and their successors and assigns forever, in all right, title and interest of the Authority in, to and under, subject to the provisions of the Trust Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein, each and all of the following (collectively the "Trust Estate"):

(a) the Revenues (as herein defined);

(b) the amounts in the Funds (as herein defined) established by the Trust Agreement, except amounts in the Rebate Fund; and

(c) the Local Obligations (as defined herein).

TO HAVE AND TO HOLD IN TRUST all of the same hereby assigned, conveyed and pledged or agreed or intended so to be to the Trustee and its successors and assigns forever for the equal and ratable benefit of the Owners from time to time of the Bonds authenticated hereunder and issued by the Authority and outstanding and without any priority as to the Trust Estate of any one Bond over any other (except as expressly provided in or permitted by the Trust Agreement), upon the trusts and subject to the agreements, conditions, covenants and terms hereinafter set forth;

AND THIS TRUST AGREEMENT FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all of the rights and property hereby assigned, bargained, conveyed, granted, mortgaged and pledged are to be dealt with and disposed of under, upon and subject to the agreements, conditions, covenants, purposes, terms, trusts and uses as hereinafter expressed, and the Authority has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions. The terms set forth below shall have the following meanings in the Trust Agreement, unless the context clearly otherwise requires:

"Act" shall mean Articles 1 through 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended and supplemented from time to time.

"Agency" shall mean, as the context requires, each or all of the following successor agencies participating the Refunding Program with respect to the Bonds issued under this Trust Agreement, including, [the Successor Agency to the Redevelopment Agency of Monterey Park], _____ and _____ and each respective successors.

"Agency Indenture" shall mean, as the context requires, each or all of the following indentures executed and delivered by a successor agency participating the Refunding Program with respect to the Bonds issued under this Trust Agreement, including, (i) the Indenture of Trust, dated as of _____ 1, 2013, by and between [the Successor Agency to the Redevelopment Agency of Monterey Park] and [Trustee], as trustee, as amended or supplemented from time to time in accordance with its terms, (ii) the Indenture of Trust, dated as of _____ 1, 2013, by and between _____ and [Trustee], as trustee, as amended or supplemented from time to time in accordance with its terms, and (iii) the Indenture of Trust, dated as of _____ 1, 2013, by and between _____ and [Trustee], as trustee, as amended or supplemented from time to time in accordance with its terms.

"Agency Trustee" shall mean, as the context requires, each or all of the trustees under the Agency Indentures.

"Authority" shall mean the County of Los Angeles Redevelopment Refunding Authority duly organized and existing under and pursuant to the laws of the State of California and a Joint Exercise of Powers Agreement, dated August 6, 2013, between the Los Angeles County Public Works Financing Authority and the County.

"Authorized Denominations" shall mean five thousand dollars ($5,000) and any integral multiple thereof, but not exceeding the principal amount of Bonds maturing on any one date.

"Authorized Officer" shall mean the Chairman, Treasurer, Secretary or any other Person authorized by the Authority in a Written Order to perform an act or sign a document on behalf of the Authority for purposes of the Trust Agreement.

"Bond" or **"Bonds"** shall mean any bond or all of the bonds, as the case may be, authorized and issued by the Authority and authenticated by the Trustee and delivered under the Trust Agreement.

"Bond Counsel" shall mean Orrick, Herrington & Sutcliffe LLP or such other counsel of recognized national standing in the field of law relating to municipal bonds.

"Bond Register" shall mean the registration books specified as such in Section 2.05.

["Bond Insurance Policy" shall mean the insurance policy issued by the Bond Insurer guaranteeing the scheduled payment of principal of and the interest when due on the Authority's Tax Increment Revenue Refunding Bonds, Series 2013__, issued hereunder.]

["Bond Insurer" shall mean _____, or any successor thereto or assignee thereof.]

"Bond Year" shall mean (1) with respect to the initial Bond Year, the period from the date the Bonds are originally delivered to and including the first succeeding November 1, and (2) thereafter, each twelve-month period from November 2 in any calendar year to and including November 1 in the following calendar year.

"Business Day" shall mean any day other than (i) a Saturday or Sunday or (ii) a day on which commercial banks in New York, New York or the city in which the Principal Corporate Trust Office of the Trustee is located are closed.

"Cash Flow Certificate" shall mean a written certificate executed by an Independent Financial Consultant.

"Chairman" shall mean the Chairman of the Authority.

"City" shall mean, as the context requires, each or all of the following: [the City of Monterey Park, California], _____ and _____ and each respective successors.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations thereunder.

"Continuing Disclosure Agreement" shall mean, as the context requires, each or all of the following undertakings executed and delivered by a successor agency participating in the Refunding Program with respect to the Bonds issued under this Trust Agreement, including, (i) [that Continuing Disclosure Agreement, dated as of _____ 1, 2013, by and among the Authority, the Successor Agency to the Redevelopment Agency of Monterey Park and the Trustee, relating to the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof,] (ii) that Continuing Disclosure Agreement, dated as of _____ 1, 2013, by and among the Authority, the _____ and the Trustee, relating to the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof, and (iii) that Continuing Disclosure Agreement, dated as of _____ 1, 2013, by and among the Authority, the _____ and the Trustee, relating to the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Cost of Issuance Fund" shall mean the Fund by that name established pursuant to Section 5.01.

"Costs of Issuance" shall mean all items of expense directly or indirectly payable by or reimbursable to an Agency, the Authority or a City and related to the authorization, issuance, sale and delivery of the Local Obligations and the Authority Bonds, including but not limited to publication and printing costs, costs of preparation and reproduction of documents, filing and recording fees, fees and charges of the Trustee and the Agency Trustee, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, fees and charges for preparation, execution, transportation and safekeeping of the Bonds, and any other cost, charge or fee in connection with the original issuance of the Local Obligations and the Authority Bonds as provided in a Costs of Issuance invoice transmitted by the Authority to the Agency at the time of the original issuance of the Bonds to be paid from proceeds of the Local Obligations in accordance with Section 3.01 (or similarly purposed section, if different) of each Agency Indenture.

"Debt Service Account" shall mean the account within the Revenue Fund by that name established and maintained pursuant to Section 5.03.

"Defeasance Opinion" shall mean an opinion of Bond Counsel, addressed to the Authority, the Trustee [and the Bond Insurer (unless waived)], to the effect that Bonds are no longer Outstanding under the Trust Agreement.

"Dissolution Act" shall mean Parts 1.8 (commencing with Section 34161) and 1.85 (commencing with Section 34170) of the Law.

"Event of Default" shall mean any event of default specified as such in Section 8.01.

"Federal Securities" means (a) non-callable direct obligations of the United States of America ("United States Treasury Obligations"), and (b) evidences of ownership of proportionate interests in future interest and principal payments on United States Treasury Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying United States Treasury Obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

"Financial Advisor" shall mean KNN Public Finance, or such other independent investment bank or financial advisor selected by the Authority and each Agency to serve as such.

"Fiscal Year" shall mean the fiscal year of the Authority, which at the date hereof is the period commencing on July 1 in each calendar year and ending on June 30 in the following calendar year.

"Fitch" means Fitch, Inc., its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "Fitch" shall be deemed to refer to any other nationally-recognized rating agency selected by the Authority.

"Funds" shall mean, collectively, the Revenue Fund, the Interest Fund, the Principal Fund, the Redemption Fund, the Cost of Issuance Fund and the Rebate Fund, including all accounts therein.

"Independent Financial Consultant" shall mean a financial consultant or firm of such consultants generally recognized to be well qualified in the financial consulting field, appointed and paid by the applicable Agency and who, or each of whom:

(1) is in fact independent and not under the domination of such Agency;

(2) does not have any substantial interest, direct or indirect, with such Agency; and

(3) is not connected with such Agency as a member, officer or employee of such Agency, but who may be regularly retained to make annual or other reports to such Agency.

"Interest Fund" shall mean the Fund by that name established pursuant to Section 5.01.

"Interest Payment Date" shall mean May 1 and November 1 in each year, commencing, with respect to the Bonds, on _____ 1, 2014.

"Local Obligations" shall mean, as the context requires, each or all of the following (in each case as such agreement or instrument may be amended from time to time):

(i) [$_____ original principal amount of Successor Agency to the Redevelopment Agency of Monterey Park Atlantic-Garvey Redevelopment Project No. 1 Tax Allocation Refunding Bond];

(ii) $_____ original principal amount of [Named Successor Agency] [Named Project Area] [Named Tax Allocation Refunding Bonds]; and

(iii) $_____ original principal amount of [Named Successor Agency] [Named Project Area] [Named Tax Allocation Refunding Bonds].

"MSRB" shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at http://emma.msrb.org.

"Officer's Certificate" shall mean a certificate signed by an Authorized Officer.

"Opinion of Bond Counsel" shall mean a legal opinion signed by Bond Counsel.

"Outstanding" shall mean, with respect to the Bonds and as of any date, the aggregate of Bonds authorized, issued, authenticated and delivered under the Trust Agreement, except:

(a) Bonds cancelled or surrendered to the Trustee for cancellation pursuant to Section 2.08;

(b) Bonds deemed to have been paid as provided in Section 12.02; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to the Trust Agreement.

"Owner" shall mean, as of any date, the Person or Persons in whose name or names a particular Bond shall be registered on the Bond Register as of such date.

"Permitted Investments" shall mean any of the following to the extent then permitted by the general laws of the State of California applicable to investments by counties:

(1) (a) Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations"), (b) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America, (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America, or (d) evidences of ownership of proportionate interests in future interest and principal payments on obligations described above held by a bank, trust company or bank holding

company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated (collectively "United States Obligations"). These include, but are not necessarily limited to:

- U.S. Treasury obligations
  All direct or fully guaranteed obligations
- Farmers Home Administration
  Certificates of beneficial ownership
- General Services Administration
  Participation certificates
- U.S. Maritime Administration
  Guaranteed Title XI financing
- Small Business Administration
  Guaranteed participation certificates
- Guaranteed pool certificates
- Government National Mortgage Association (GNMA)
  GNMA-guaranteed mortgage-backed securities
  GNMA-guaranteed participation certificates
- U.S. Department of Housing & Urban Development
  Local authority bonds

(2) Obligations of instrumentalities or agencies of the United States of America limited to the following: (a) the Federal Home Loan Bank Board ("FHLB"); (b) the Federal Home Loan Mortgage Corporation ("FHLMC"); (c) the Federal National Mortgage Association (FNMA); (d) Federal Farm Credit Bank ("FFCB"); (e) Government National Mortgage Association ("GNMA"); (f) Student Loan Marketing Association ("SLMA"); and (g) guaranteed portions of Small Business Administration ("SBA") notes.

(3) Commercial Paper having original maturities of not more than 270 days, payable in the United States of America and issued by corporations that are organized and operating in the United States with total assets in excess of $500 million and having "A" or better rating for the issuer's long-term debt as provided by S&P, or Fitch and "A-1", "F1" or better rating for the issuer's short-term debt as provided by S&P or Fitch, respectively.

(4) The Los Angeles County Treasury Pool.

(5) Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as "bankers' acceptances," having original maturities of not more than 180 days. The institution must have a minimum short-term debt rating of "A-1" or "F1" by S&P or Fitch, respectively, and a long-term debt rating of no less than "A" by S&P or Fitch.

(6) Shares of beneficial interest issued by diversified management companies, known as money market funds, registered with the U.S. Securities and Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. Sec. 80a-1 et seq.) and whose fund has received the highest possible rating from S&P and at least one other Rating Agency.

(7) Certificates of deposit issued by a nationally- or state-chartered bank or a state or federal association (as defined by Section 5102 of the California Financial Code) or by a state-licensed branch of a foreign bank, in each case which has, or which is a subsidiary of a parent company which has, obligations outstanding having a rating in the "A" category or better from S&P or Fitch.

(8) Pre-refunded municipal obligations rated "AAA" by S&P meeting the following requirements:

(a) the municipal obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

(b) the municipal obligations are secured by cash or United States Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

(c) the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification");

(d) the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

(e) no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

(f) the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

(9) Repurchase agreements which have a maximum maturity of 30 days, or due on demand, and are fully secured at or greater than 102% of the market value plus accrued interest by obligations of the United States Government, its agencies and instrumentalities, in accordance with number (2) above.

(10) Investment agreements and guaranteed investment contracts with issuers having a long-term debt rating of at least "AA-" by S&P.

(11) Local Agency Investment Fund (established under Section 16429.1 of the California Government Code), provided that such investment is held in the name and to the credit of the Trustee, and provided further that the Trustee may restrict such investment if required to keep moneys available for the purposes of the Trust Agreement.

(12) Shares in a State of California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the California Government Code which invests exclusively in investments permitted by Section 53601 of Title 5, Division 2, Chapter 4 of the California Government Code, as it may be amended.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or a government or political subdivision thereof.

"Prepayment" shall mean any amounts received with respect to a Local Obligation earlier than the time scheduled for payment resulting from an optional redemption of such Local Obligation (or portion thereof).

"Prepayment Account" shall mean the account by that name within the Revenue Fund established and maintained pursuant to Section 5.03.

["Principal Corporate Trust Office" shall mean the office of the Trustee in [Los Angeles, California], except that with respect to presentation of Bonds for payment, transfer or exchange, such term shall mean the corporate trust office of the Trustee in [St. Paul, Minnesota], or such other offices as it shall designate from time to time.]

"Principal Fund" shall mean the Fund by that name established pursuant to Section 5.01.

"Principal Installment" shall mean, with respect to any Principal Payment Date, the principal amount of Outstanding Bonds (including mandatory sinking fund payments) due on such date, if any.

"Principal Payment Date" shall mean November 1 of each year commencing November 1, 20__, and ending November 1, 20__.

"Rebate Fund" shall mean the Fund by that name established pursuant to Section 5.01.

"Rebate Instructions" shall mean those calculations and directions required to be delivered to the Trustee by the Authority pursuant to the respective Tax Certificate.

"Rebate Requirement" shall mean the Rebate Requirement defined in the respective Tax Certificate.

"Record Date" shall mean the close of business on the fifteenth (15th) day of the month preceding the month in which any Interest Payment Date occurs, whether or not such day is a Business Day.

"Redemption Fund" shall mean the Fund by that name established pursuant to Section 5.01.

"Responsible Officer" shall mean any Vice-President, Assistant Vice-President, or Trust Officer of the Trustee having regular responsibility for corporate trust matters.

"Revenue Fund" shall mean the Fund by that name established pursuant to Section 5.01.

"Revenues" shall mean all amounts received by the Trustee as the payment of interest or redemption premium on, or the equivalent thereof, and the payment or return of principal of, or the equivalent thereof, all Local Obligations, whether as a result of scheduled payments or Prepayments or remedial proceedings taken in the event of a default thereon, and all investment earnings on any moneys held in the Funds or accounts established hereunder, except the Rebate Fund.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"S&P" shall mean Standard & Poor's Financial Services LLC and its successors and assigns, except that if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, then the term "S&P" shall be deemed to refer to any other nationally-recognized rating agency selected by the Authority.

"Secretary" shall mean the Secretary of the Authority.

"Securities Depository" shall mean, initially, The Depository Trust Company, New York, N.Y., or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other securities depositories, or no such depositories, as designated by the Trustee.

"Special Record Date" shall mean the date established by the Trustee pursuant to Section 2.01 as a record date for the payment of defaulted interest on the Bonds.

"State" shall mean the State of California.

"Substitute Depository" shall mean the substitute depository as defined in Section 2.10.

"Supplemental Trust Agreement" shall mean any trust agreement supplemental to or amendatory of the Trust Agreement which is duly executed and delivered in accordance with the provisions of the Trust Agreement.

"Tax Certificate" shall mean each certificate, relating to various federal tax requirements, including the requirements of Section 148 of the Code, signed by [the Authority] [and the Agency] on the date the Bonds are issued, as the same may be amended or supplemented in accordance with its terms.

"Tax-Exempt" shall mean, with respect to interest on any obligations of a state or local government, including interest on the Bonds, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code.

"Treasurer" shall mean the Treasurer of the Authority.

"Trust Agreement" shall mean this Trust Agreement, dated as of _____ 1, 2013, between the Authority and the Trustee, pursuant to which the Bonds are to be issued, as amended or supplemented from time to time in accordance with its terms.

"Trustee" shall mean [Trustee], a national banking association, in its capacity as trustee hereunder and any other successor as trustee under the Trust Agreement.

"Trust Estate" shall have the meaning ascribed thereto in the granting clause hereof.

"Verification Report" shall mean a report of an independent firm of nationally recognized certified public accountants, [or such other firm as shall be acceptable to the Bond Insurer], addressed to the Authority, the Trustee [and the Bond Insurer], verifying the sufficiency of the escrow established to pay Bonds in full at maturity or on a redemption date.

"Written Request" or **"Written Order"** shall mean a written direction of the Authority to the Trustee signed by an Authorized Officer.

Section 1.02 Rules of Construction. Except where the context otherwise requires, words imparting the singular number shall include the plural number and vice versa, and pronouns inferring the masculine gender shall include the feminine gender and vice versa. All references herein to particular articles or sections are references to articles or sections of the Trust Agreement. The headings and Table of Contents herein are solely for convenience of reference and shall not constitute a part of the Trust Agreement, nor shall they affect its meanings, construction or effect.

ARTICLE II

TERMS OF BONDS

Section 2.01 The Bonds. There shall be issued under and secured by the Trust Agreement bonds in the form of fully registered bonds to be designated "County of Los Angeles Redevelopment Refunding Authority Tax Increment Revenue Refunding Bonds, Series 2013__" (the "Bonds") in the aggregate principal amount of _____ dollars ($_____). The Bonds shall be registered initially in the name of "Cede & Co.," as nominee of the Securities Depository and shall be evidenced by one bond for each maturity of Bonds in the principal amount of the respective maturities of Bonds. Registered ownership of the Bonds, or any portion thereof, may not thereafter be transferred except as set forth herein. The Bonds shall be dated their date of initial delivery and shall bear interest at the rates specified in the table below, such

interest being payable on each Interest Payment Date, and shall mature on the Principal Payment Dates in the following years in the following principal amounts, namely:

Principal Payment Date (November 1)	Principal Amount	Interest Rate
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		

The principal of and redemption premium, if any, and interest on the Bonds shall be payable by check in lawful money of the United States of America. The Bonds shall be issued as fully registered bonds in Authorized Denominations and shall be numbered as the Authority shall determine. The Bonds shall bear interest from their date of initial delivery. Payment of the interest on any Bond shall be made to the Person whose name appears on the Bond Register as the Owner thereof as of the Record Date, such interest to be paid by check mailed by first class mail on the Interest Payment Date to the Owner at the address which appears on the Bond Register as of the Record Date for that purpose; except that in the case of an Owner of one million dollars ($1,000,000) or more in aggregate principal amount of Bonds, upon written request of such Owner to the Trustee, in form satisfactory to the Trustee, received not later than the Record Date, such interest shall be paid on the Interest Payment Date in immediately available funds by wire transfer. The principal of and redemption premium, if any, on the Bonds shall be payable at the Principal Corporate Trust Office of the Trustee upon presentation and surrender of such Bonds. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Notwithstanding any other provision herein contained, any interest not punctually paid or duly provided for, as a result of an Event of Default or otherwise, shall forthwith cease to be payable to the Owner on the Record Date and shall be paid to the Owner in whose name the

Bond is authenticated at the close of business on a Special Record Date for the payment of such defaulted interest to be fixed by the Trustee, notice whereof being given to the Owners not less than ten (10) days prior to such Special Record Date.

Section 2.02 Form of Bonds. The Bonds and the certificate of authentication and assignment forms to appear thereon shall be in substantially the forms set forth in Exhibit A hereto, with such variations, insertions or omissions as are appropriate and not inconsistent herewith.

Section 2.03 Bonds Mutilated, Destroyed, Stolen or Lost. In the event any Bond, whether temporary or definitive, is mutilated, lost, stolen or destroyed, the Authority may execute and, upon its request in writing, the Trustee shall authenticate and deliver a new Bond of the same principal amount and maturity as the mutilated, lost, stolen or destroyed Bond in exchange and substitution for such mutilated Bond, or in lieu of and substitution for such lost, stolen or destroyed Bond.

Application for exchange and substitution of mutilated, lost, stolen or destroyed Bonds shall be made to the Trustee at the Principal Corporate Trust Office. In every case the applicant for a substitute Bond shall furnish to the Authority and the Trustee security or indemnification to their satisfaction. In every case of loss, theft or destruction of a Bond, the applicant shall also furnish to the Authority and the Trustee evidence to their satisfaction of the loss, theft or destruction and of the identity of the applicant, and in every case of mutilation of a Bond, the applicant shall surrender the Bond so mutilated.

Notwithstanding the foregoing provisions of this section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bonds, the Trustee may pay the same (without surrender thereof except in the case of a mutilated Bond) instead of issuing a substitute Bond so long as security or indemnification is furnished as above provided.

Upon the issuance of any substitute Bond, the Authority and the Trustee may charge the Owner of such Bond with their reasonable fees and expenses in connection therewith. Every substitute Bond issued pursuant to the provisions of this section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute an original additional contractual obligation of the Authority, whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of the Trust Agreement equally and proportionally with any and all other Bonds duly issued under the Trust Agreement to the same extent as the Bonds in substitution for which such Bonds were issued.

Section 2.04 Execution of Bonds. All the Bonds shall, from time to time, be executed on behalf of the Authority by the manual or facsimile signature of the Chairman or Treasurer and attested by the manual or facsimile signature of the Secretary.

If any of the officers who shall have signed any of the Bonds shall cease to be such officer of the Authority before the Bond so signed shall have been actually authenticated by the Trustee or delivered, such Bonds nevertheless may be authenticated, issued and delivered with the same force and effect as though the Person or Persons who signed such Bonds had not ceased

to be such officer of the Authority, and any such Bond may be signed on behalf of the Authority by those Persons who, at the actual date of the execution of such Bonds, shall be the proper officers of the Authority, although at the date of such Bond any such Person shall not have been such officer of the Authority.

Section 2.05 Transfer and Registration of Bonds. The Bonds may be transferred or exchanged and title thereto shall pass only in the manner provided in the provisions for registration set forth in the form of the Bond contained in this Article II and the Trustee shall keep books constituting the Bond Register for the registration and transfer of the Bonds as provided herein. All Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the Owner or by his attorney duly authorized in writing and all such Bonds shall be surrendered to the Trustee and cancelled by the Trustee pursuant to Section 2.08 hereof. The Authority and the Trustee may deem and treat the Owner of any Bond as the absolute owner of such Bond for the purpose of receiving any payment on such Bond and for all other purposes of the Trust Agreement, whether such Bond shall be overdue or not, and neither the Authority nor the Trustee shall be affected by any notice to the contrary. Payment of, or on account of, the principal of and redemption premium, if any, on and interest on any Bond shall be made to such Owner or, if such Owner owns $1,000,000 or more in aggregate principal amount of the Bonds upon such Owner's written order. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 2.06 Regulations with Respect to Exchanges or Transfers of Bonds. (a) In all cases in which the privilege of exchanging or registering the transfer of Bonds is exercised, the Authority shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of the Trust Agreement. There shall be no charge to the Owner for any such exchange or registration of transfer of Bonds, but the Authority may require the payment of a sum sufficient to pay any tax or other governmental charge required to be paid with respect to any such exchange or registration of transfer. Neither the Authority nor the Trustee shall be required to register the transfer of or exchange of any Bond on or after the fifteenth (15th) Business Day immediately preceding the date on which the notice of redemption is scheduled to be mailed and ending on the date scheduled for redemption or any Bond selected for redemption.

(b) Upon surrender for exchange or transfer of any Bond at the Principal Corporate Trust Office of the Trustee, the Authority shall execute (which may be by facsimile) and the Trustee shall authenticate and deliver in the name of the Owner (in the case of transfers) a new Bond or Bonds of Authorized Denominations, in the aggregate principal amount which the registered Owner is entitled to receive.

(c) New Bonds delivered upon any transfer or exchange shall be valid obligations of the Authority, evidencing the same debt as the Bonds surrendered, shall be secured by the Trust Agreement and shall be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

Section 2.07 Authentication of Bonds. No Bond shall be secured by the Trust Agreement or entitled to its benefits or shall be valid or obligatory for any purpose unless there

shall be endorsed on such Bond the Trustee's certificate of authentication, substantially in the form prescribed in the Trust Agreement, executed by the manual signature of a duly authorized signatory of the Trustee; and such certificate on any Bond issued by the Authority shall be conclusive evidence and the only competent evidence that such Bond has been duly authenticated and delivered under the Trust Agreement.

Section 2.08 Cancellation of Bonds. Upon the surrender to the Trustee of any temporary or mutilated Bond, such Bond surrendered for transfer or exchange, such Bonds purchased, redeemed or paid at maturity, the same shall forthwith be cancelled and the Trustee shall destroy such Bonds and upon written request of the Authority deliver a certificate of destruction with respect thereto to the Authority.

Section 2.09 Bonds as Special Obligations. The Bonds shall be special obligations of the Authority, payable from and secured as to the payment of the principal thereof and the redemption premium, if any, and the interest thereon in accordance with their terms and the terms of the Trust Agreement, solely from the Trust Estate. The Bonds shall not constitute a charge against the general credit of the Authority or any of its members, and under no circumstances shall the Authority be obligated to pay principal of or redemption premium, if any, or interest on the Bonds except from the Trust Estate. Neither the State nor any public agency (other than the Authority) nor any member of the Authority is obligated to pay the principal of or redemption premium, if any, or interest on the Bonds, and neither the faith and credit nor the taxing power of the State or any public agency thereof or any member of the Authority is pledged to the payment of the principal of or redemption premium, if any, or interest on the Bonds. The payment of the principal of or redemption premium, if any, or interest on the Bonds does not constitute a debt, liability or obligation of the State or any public agency (other than the Authority) or any member of the Authority.

No agreement or covenant contained in any Bond or the Trust Agreement shall be deemed to be an agreement or covenant of any officer, member, agent or employee of the Authority in his or her individual capacity and neither the members of the Authority nor any officer or employee thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of such Bonds.

Section 2.10 Use of Depository. Notwithstanding any provision of the Trust Agreement to the contrary:

(a) The Bonds shall be initially issued as provided in Section 2.01. Registered ownership of the Bonds, or any portion thereof, may not thereafter be transferred except:

(i) To any successor of the Securities Depository or its nominee, or to any substitute depository designated pursuant to clause (ii) of this subsection (a) ("Substitute Depository"); provided that any successor of the Securities Depository or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(ii) To any Substitute Depository designated by the Authority and not objected to by the Trustee, upon (1) the resignation of the Securities Depository or

its successor (or any Substitute Depository or its successor) from its functions as depository or (2) a determination by the Authority that the Securities Depository or its successor (or any Substitute Depository or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person as provided below, upon (1) the resignation of the Securities Depository or its successor (or Substitute Depository or its successor) from its functions as depository; provided that no Substitute Depository which is not objected to by the Trustee can be obtained or (2) a determination by the Authority that it is in the best interests of the Authority to remove the Securities Depository or its successor (or any Substitute Depository or its successor) from its functions as depository.

(b) In the case of any transfer pursuant to clause (i) or clause (ii) of subsection (a) hereof, upon receipt of the Outstanding Bonds by the Trustee, together with a Written Request of the Authority to the Trustee, a single new Bond shall be executed and delivered in the aggregate principal amount of the Bonds then Outstanding, registered in the name of such successor or such Substitute Depository, or their nominees, as the case may be, all as specified in such Written Request of the Authority. In the case of any transfer pursuant to clause (iii) of subsection (a) hereof, upon receipt of the Outstanding Bonds by the Trustee together with a Written Request of the Authority to the Trustee, new Bonds shall be executed and delivered in such denominations numbered in consecutive order and registered in the names of such persons as are requested in such a Written Request of the Authority, subject to the limitations of Section 2.02 hereof, provided the Trustee shall not be required to deliver such new Bonds within a period less than sixty (60) days from the date of receipt of such a Written Request of the Authority.

(c) In the case of partial redemption or an advance refunding of the Bonds evidencing all or a portion of the principal amount Outstanding, the Securities Depository shall make an appropriate notation on the Bonds indicating the date and amounts of such reduction in principal, in form acceptable to the Trustee.

(d) The Authority and the Trustee shall be entitled to treat the person in whose name any Bond is registered as the Owner thereof for all purposes of the Trust Agreement and any applicable laws, notwithstanding any notice to the contrary received by the Trustee or the Authority; and the Authority and the Trustee shall have no responsibility for transmitting payments to, communication with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the Authority nor the Trustee will have any responsibility or obligations, legal or otherwise, to the beneficial owners or to any other party including the Securities Depository or its successor (or Substitute Depository or its successor), except for the Owner of any Bond.

(e) So long as the outstanding Bonds are registered in the name of Cede & Co. or its registered assign, the Authority and the Trustee shall cooperate with Cede & Co., as sole registered Owner, and its registered assigns in effecting payment of the

principal of and redemption premium, if any, and interest on the Bonds by arranging for payment in such manner that funds for such payments are properly identified and are made immediately available on the date they are due.

ARTICLE III

ISSUANCE OF BONDS

Section 3.01 Provisions for the Issuance of Bonds. The Bonds shall be executed by the Authority and delivered to the Trustee for authentication, together with a Written Order certifying that all conditions precedent to the authorization of the Bonds have been satisfied and authorizing the Trustee to authenticate the Bonds. The Trustee shall authenticate and deliver the Bonds upon receipt of the Written Order described above, and upon the following having been made available to the Trustee (in the case of the documents referred to in subsections (a), (c), (e), (f), (g) and (h) below, the Trustee may assume, and shall not be required to verify, the validity of such documents):

(a) A copy of the resolution or resolutions adopted by the Authority authorizing the issuance of the Bonds and the execution and delivery by the Authority of the Trust Agreement, duly certified by the Secretary to have been duly adopted by the Authority and to be in full force and effect on the date of such certification;

(b) An Opinion of Bond Counsel, dated the date of delivery of the Bonds, to the effect that (i) the Bonds constitute the valid and binding, special obligations of the Authority, (ii) the Trust Agreement has been duly executed and delivered by, and (assuming valid execution and delivery by the Trustee) constitutes a valid and binding obligation of, the Authority and (iii) the interest on the Tax Exempt Bonds is excluded from gross income for federal income tax purposes and is exempt from State personal income taxes; provided, that with respect to (i) and (ii) above, no opinion need be expressed as to the effect of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws affecting creditors' rights, the application of equitable principles, the exercise of judicial discretion in appropriate cases and the limitation on legal remedies against public entities in the State;

(c) A Written Order directing that the Trustee authenticate the Bonds and containing instructions as to the delivery of the Bonds;

(d) The proceeds of sale of the Bonds;

(e) An Officer's Certificate stating that the Authority is not in default in the performance of any of the agreements, conditions, covenants or terms contained in the Trust Agreement;

(f) A Cash Flow Certificate to the effect that, assuming that all payments are made with respect to the Local Obligations, (i) the Revenues, together with moneys on deposit in other funds and accounts held under the Trust Agreement, will be sufficient to pay all scheduled principal and interest payments on the Bonds when due; and (ii) the redemption premium, if any, on the Local Obligations payable in the event of early

retirement of the Local Obligations, together with other Revenues available to the Trustee for such purpose, are sufficient to offset any difference between the interest to accrue on the Bonds to be paid or redeemed with the proceeds of Prepayment of such Local Obligations (plus any redemption premium payable upon redemption of such Bonds) and the income to be earned on any investment of such proceeds (assured as of the date of payment thereof), in each case until the date of payment or redemption of Bonds, such that in no event will the Prepayment of the Local Obligations cause the Trustee to have insufficient funds to pay (A) debt service on the Bonds when due and (B) scheduled debt service on the Bonds which remain Outstanding after such redemption, [plus in each case expenses];

(g) An original executed counterpart of the Trust Agreement;

(h) The Local Obligations; and

(i) An Opinion or Opinions of Bond Counsel or an opinion of counsel to each Agency to the effect that each of the Local Obligations is a valid and binding obligation of each Agency issuing the respective Local Obligation.

Section 3.02 No Additional Bonds. The Authority shall not issue or incur additional indebtedness secured by a lien on any part of the Trust Estate.

ARTICLE IV

REDEMPTION AND PURCHASE OF BONDS

Section 4.01 Privilege of Redemption and Redemption Price. Bonds subject to redemption prior to maturity pursuant to the Trust Agreement shall be redeemable, upon mailed notice as provided in this Article, at such times and upon such terms as are contained in this Article. Whenever, by the terms of the Trust Agreement, the Trustee is required or authorized to redeem Bonds, the Trustee shall select the Bonds to be redeemed, shall give the notice of redemption and shall pay out of moneys available therefor the redemption price thereof, plus interest accrued and unpaid to the redemption date, in accordance with the terms of this Article.

Section 4.02 Redemption of Bonds.

(a) *Mandatory Redemption from Sinking Fund Installments*. (i) The Bonds maturing on November 1, 20__ are subject to mandatory redemption in part by lot on November 1 in each year commencing November 1, 20__, at the principal amount thereof plus accrued interest thereon to the date fixed for redemption in accordance with the following schedule:

Redemption Date (November 1)	Principal Amount
20__	
20__	
20__	
20__*	

* Maturity

(ii) The Bonds maturing on November 1, 20__ are also subject to mandatory redemption in part by lot on November 1 in each year commencing November 1, 20__, at the principal amount thereof plus accrued interest thereon to the date fixed for redemption in accordance with the following schedule:

Redemption Date (November 1)	Principal Amount
20__	
20__	
20__	
20__*	

* Maturity

(iii) In the event that Bonds subject to mandatory redemption pursuant to this subsection (b) are redeemed in part prior to their stated maturity date from any moneys other than Principal Installments, the remaining Principal Installments for such Bonds shall be reduced as directed by the Authority.

(b) *Mandatory Redemption from Prepayments.* The Bonds shall be subject to mandatory redemption on or after _____ 1, 20__, in whole or in part on any date, from and to the extent of any Prepayments with respect to the Local Obligations, at a redemption price equal to the principal amount of the Bonds to be redeemed, without premium, plus accrued interest thereon to the date of redemption.

The Authority shall give the Trustee written notice of the redemption of Bonds pursuant to this subsection not less than 35 days prior to the applicable redemption date, unless a later date is agreed to by the Trustee. Such written notice shall be accompanied by the Written Request of the Agency (as defined in the Agency Indenture) required to be delivered to, and the Cash Flow Certificate of an Independent Financial Consultant required to be filed with, the Agency Trustee pursuant to Section 2.04(a) (or similarly purposed section, if different) of the Agency Indenture, and no such redemption of Bonds shall occur unless such written notice is so accompanied by such Written Request of the Agency and such Cash Flow Certificate of an Independent Financial Consultant. In the event that the Agency Trustee shall mail notice of the redemption of any Local Obligations that will produce Prepayments with respect to Local Obligations, the Trustee shall concurrently mail notice of the redemption of Bonds pursuant to this subsection, such redemption to occur on the date fixed for such redemption of such Local Obligations. On the

date of such redemption of the Local Obligations, the proceeds of such redemption shall be applied by the Trustee to pay the redemption price of Bonds pursuant to this subsection.

(c) *Mandatory Redemption as a result of Acceleration.* The Bonds shall be subject to mandatory redemption, in whole or in part on any date, from and to the extent of any amounts received with respect to any Local Obligations as a result of the acceleration of amounts due on such Local Obligations upon an event of default thereunder, at a redemption price equal to the principal amount of the Bonds to be redeemed, without premium, plus accrued interest thereon to the date of redemption. Whenever less than all of the Bonds are to be redeemed pursuant to this subsection (c), the Trustee shall, on or prior to the redemption date, receive a Cash Flow Certificate specifying the maturity or maturities of Bonds to be redeemed and showing that the remaining payments of principal of and interest on Local Obligations, together with other Revenues available to the Trustee, will be sufficient to pay on a timely basis the principal of and the interest on the Bonds not so redeemed when due.

Section 4.03 Notice of Redemption. In the case of any redemption of Bonds, the Trustee shall [determine that it has in the Funds maintained pursuant to the Trust Agreement and available therefor sufficient moneys on hand to pay the principal of and the interest and redemption premium, if any, to make any such redemption]. The Trustee shall give notice, as hereinafter in this section provided, that Bonds, identified by CUSIP numbers, serial numbers and maturity date, have been called for redemption and, in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof that has been called for redemption (or if all the Outstanding Bonds are to be redeemed, so stating, in which event such serial numbers may be omitted), that they will be due and payable on the date fixed for redemption (specifying such date) upon surrender thereof at the Principal Corporate Trust Office, at the redemption price (specifying such price), together with any accrued interest to such date, and that all interest on the Bonds, or portions thereof, so to be redeemed will cease to accrue on and after such date and that from and after such date such Bond or such portion shall no longer be entitled to any lien, benefit or security under the Trust Agreement, and the Owner thereof shall have no rights in respect of such redeemed Bond or such portion except to receive payment from such moneys of such redemption price plus accrued interest to the date fixed for redemption.

Such notice shall be mailed by first class mail, postage prepaid, at least twenty (20) but not more than sixty (60) days before the date fixed for redemption, to the Security Depository, the MSRB and the Owners of such Bonds, or portions thereof, so called for redemption, at their respective addresses as the same shall last appear on the Bond Register. No notice of redemption need be given to the Owner of a Bond to be called for redemption if such Owner waives notice thereof in writing, and such waiver is filed with the Trustee prior to the redemption date. Neither the failure of an Owner to receive notice of redemption of Bonds hereunder nor any error in such notice shall affect the validity of the proceedings for the redemption of Bonds.

Any notice of redemption may be expressly conditional and may be rescinded by Written Order given to the Trustee not later than three (3) Business Days prior to the date fixed for redemption. Upon receipt of such Written Order, the Trustee shall promptly mail notice of such rescission to the same parties that were mailed the original notice of redemption.

Section 4.04 Selection of Bonds for Redemption. Whenever less than all the Outstanding Bonds of any one maturity are to be redeemed on any one date, the Trustee shall select the particular Bonds to be redeemed by lot and in selecting the Bonds for redemption the Trustee shall treat each Bond of a denomination of more than five thousand dollars ($5,000) as representing that number of Bonds of five thousand dollars ($5,000) denomination which is obtained by dividing the principal amount of such Bond by five thousand dollars ($5,000), and the portion of any Bond of a denomination of more than five thousand dollars ($5,000) to be redeemed shall be redeemed in an Authorized Denomination. The Trustee shall promptly notify the Authority in writing of the numbers of the Bonds so selected for redemption in whole or in part on such date.

Section 4.05 Payment of Redeemed Bonds. If notice of redemption has been given or waived as provided in Section 4.03, the Bonds or portions thereof called for redemption shall be due and payable on the date fixed for redemption at the redemption price thereof, together with accrued interest to the date fixed for redemption, upon presentation and surrender of the Bonds to be redeemed at the office specified in the notice of redemption. If there shall be called for redemption less than the full principal amount of a Bond, the Authority shall execute and deliver and the Trustee shall authenticate, upon surrender of such Bond, and without charge to the Owner thereof, Bonds of like interest rate and maturity in an aggregate principal amount equal to the unredeemed portion of the principal amount of the Bonds so surrendered in such Authorized Denominations as shall be specified by the Owner.

If any Bond or any portion thereof shall have been duly called for redemption and payment of the redemption price, together with unpaid interest accrued to the date fixed for redemption, shall have been made or provided for by the Authority, then interest on such Bond or such portion shall cease to accrue from such date, and from and after such date such Bond or such portion shall no longer be entitled to any lien, benefit or security under the Trust Agreement, and the Owner thereof shall have no rights in respect of such Bond or such portion except to receive payment of such redemption price, and unpaid interest accrued to the date fixed for redemption.

Section 4.06 Purchase in Lieu of Redemption. In lieu of redemption of any Bond pursuant to the provisions of Section 4.02, amounts on deposit in the Principal Fund or in the Redemption Fund may also be used and withdrawn by the Trustee at any time prior to selection of Bonds for redemption having taken place with respect to such amounts, upon a Written Order for the purchase of such Bonds at public or private sale as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Fund) as the Authority may in its discretion determine, but not in excess of the redemption price thereof plus accrued interest to the purchase date. All Bonds so purchased shall be delivered to the Trustee for cancellation.

ARTICLE V

REVENUES AND FUNDS

Section 5.01 Establishment of Funds. There is hereby established with the Trustee and the Trustee hereby agrees to maintain the following special trust funds for the Bonds, which the

Trustee shall keep separate and apart from all other funds and moneys held by it: the Revenue Fund (and the Debt Service Account and the Prepayment Account therein), the Interest Fund, the Principal Fund, the Cost of Issuance Fund, the Redemption Fund and the Rebate Fund.

Section 5.02 Deposit of Proceeds of Bonds and Other Moneys. The proceeds received from the sale of the Bonds in the amount of $_____ (consisting of the aggregate principal amount of the Bonds of $_____.00, plus net original issue premium of $_____, [less underwriting discount of $_____)] shall be applied by the Trustee to the purchase of the Local Obligations.

Section 5.03 Revenue Fund. (a) All Revenues, other than Revenues described in subsection (b), received by the Trustee shall be deposited by the Trustee into the Debt Service Account within the Revenue Fund, which account is hereby created. The Trustee shall transfer Revenues from the Debt Service Account, in the amounts and at the times specified in Sections 5.04 and 5.05 hereof for deposit into the following respective funds in the following order of priority, the requirements of each fund to be fully satisfied, leaving no deficiencies therein, prior to any deposit into any fund later in priority:

(i) Interest Fund; and

(ii) Principal Fund.

(b) All Revenues derived from Prepayments, or the acceleration of amounts due on Local Obligations upon an event of default thereunder, received by the Trustee shall be deposited in the Prepayment Account within the Revenue Fund, which account is hereby created. Amounts in the Prepayment Account shall be transferred as soon as practicable (and in any event prior to the next succeeding Interest Payment Date which is at least forty-five (45) days following receipt of such Prepayment) to the Redemption Fund to be used to redeem Bonds pursuant to Section 4.02, subject to the terms of Section 4.06.

Section 5.04 Interest Fund. The Trustee shall deposit in the Interest Fund before each Interest Payment Date from the Debt Service Account an amount of Revenues which together with any amounts then on deposit in said Fund is equal to the interest on the Bonds due on such date. On each Interest Payment Date, the Trustee shall pay the interest due and payable on the Bonds on such date from the Interest Fund. All amounts in the Interest Fund shall be used and withdrawn by the Trustee solely for the purpose of paying interest on Bonds as it shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity pursuant to the Trust Agreement).

Section 5.05 Principal Fund. The Trustee shall deposit in the Principal Fund before each Principal Payment Date from the Debt Service Account an amount of Revenues which together with any amounts then on deposit in said Fund is equal to the principal on the Bonds due on such date. On each Principal Payment Date, the Trustee shall pay the principal due and payable on the Bonds on such date from the Principal Fund. All amounts in the Principal Fund shall be used and withdrawn by the Trustee solely for the purpose of paying principal on Bonds as it shall become due and payable.

Section 5.06 Cost of Issuance Fund. Moneys deposited in the Costs of Issuance Fund shall be held by the Trustee in trust and applied to the payment of Costs of Issuance upon a Requisition of the Authority filed with the Trustee, which shall be in substantially the form attached hereto as Exhibit B. Each such requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. In no event shall moneys from any other fund or account established hereunder be used to pay Costs of Issuance. All payments from the Costs of Issuance Fund shall be reflected on the Trustee's regular accounting statements. At the end of six months from the date of issuance of the Bonds, or upon earlier receipt of a Written Order of the Authority stating that amounts in such fund are no longer required for the payment of Costs of Issuance, such fund shall be terminated and any amounts then remaining in such fund shall be transferred to each Agency Trustee for deposit in the Tax Increment Fund (or similarly purposed fund if named differently) in proportion to the original amount deposited in the Cost of Issuance Fund by such Agency Trustee. The Trustee shall then close the Costs of Issuance Fund.

Section 5.07 Redemption Fund. (a) All moneys held in or transferred to the Redemption Fund pursuant to Section 5.03(b) shall be used for the purpose of redeeming or purchasing all or a portion of the Outstanding Bonds pursuant to Section 4.02 or Section 4.06.

(b) The Trustee shall use amounts in the Redemption Fund solely for the payment of the redemption price of Bonds called for redemption pursuant to Sections 4.02 or the purchase price of Bonds purchased pursuant to Section 4.06 (accrued interest to the redemption or purchase date on such Bonds shall be paid from the Interest Fund).

Section 5.08 Rebate Fund. The Trustee shall deposit in the Rebate Fund the Rebate Requirement all in accordance with Rebate Instructions received from the Authority. The Trustee will apply moneys held in the Rebate Fund as provided in Section 7.04 hereof and according to instructions provided by the Authority. Subject to the provisions of Section 7.04, moneys held in the Rebate Fund are hereby pledged to secure payments to the United States of America. The Authority and the Owners will have no rights in or claim to such moneys. The Trustee will invest all amounts held in the Rebate Fund in Permitted Investments as directed in writing by the Authority and all investment earnings with respect thereto shall be deposited in the Rebate Fund.

Upon receipt of the Rebate Instructions required by the respective Tax Certificate to be delivered to the Trustee, the Trustee will remit part or all of the balance held in the Rebate Fund to the United States of America as so directed. In addition, if the Rebate Instructions so direct, the Trustee will deposit moneys into or transfer moneys out of the Rebate Fund from or into such accounts or funds as the Rebate Instructions shall direct. The Trustee shall be deemed conclusively to have complied with such provisions if it follows the written directions of the Authority including supplying all necessary information in the manner provided in the respective Tax Certificate to the extent such information is reasonably available to the Trustee, and shall have no liability or responsibility to monitor or enforce compliance by the Authority with the terms of the respective Tax Certificate.

The Trustee shall have no obligation to rebate any amounts required to be rebated pursuant to this section, other than from moneys held in the Rebate Fund or from other moneys

provided to it by the Authority. The Trustee shall not be responsible for computing the Rebate Requirement. Computations of the Rebate Requirement shall be furnished to the Trustee or on behalf of the Authority in accordance with the respective Tax Certificate.

Notwithstanding any other provision of the Trust Agreement, including in particular Article XII hereof, the obligation to remit the rebate amounts to the United States and to comply with all other requirements of this section, and the respective Tax Certificate shall survive the defeasance or payment in full of the Tax Exempt Bonds.

ARTICLE VI

SECURITY FOR AND INVESTMENT OF MONEYS

Section 6.01 Security. All moneys required to be deposited with or paid to the Trustee in any of the Funds (other than the Rebate Fund) referred to in any provision of the Trust Agreement shall be held by the Trustee in trust, and except for moneys held for the payment or redemption of Bonds or the payment of interest on Bonds pursuant to Section 12.03, shall, while held by the Trustee, constitute part of the Trust Estate and shall be subject to the lien and pledge created hereby.

Section 6.02 Investment of Funds. So long as the Bonds are Outstanding and there is no default hereunder, moneys on deposit to the credit of the Revenue Fund, the Interest Fund, the Principal Fund, and the Cost of Issuance Fund and all accounts within such funds shall, at the request of an Authorized Officer, which may be telephonic if confirmed in writing within two (2) Business Days, specifying and directing that such investment of such funds be made, be invested by the Trustee in Permitted Investments, and moneys held in the Rebate Fund or the Redemption Fund shall, at the request of an Authorized Officer, which may be telephonic if confirmed in writing within two (2) Business Days, specifying and directing that such investment of such funds be made, be invested by the Trustee in Federal Securities, and the Trustee shall be entitled to rely on such instructions for purposes of this section. If no such instructions are provided, the Trustee shall invest such funds in Permitted Investments described in clause (6) of the definitions thereof, and the Trustee shall thereupon immediately request investment instructions from the Authority. The Trustee shall not be responsible for any losses or consequences of any investment if it follows such instructions in good faith. The Trustee and its affiliates may act as principal, agent, sponsor or otherwise with respect to any Permitted Investment.

The securities purchased with the moneys in each such Fund shall be deemed a part of such Fund. If at any time it shall become necessary or appropriate that some or all of the securities purchased with the moneys in any such Fund be redeemed or sold in order to raise moneys necessary to comply with the provisions of the Trust Agreement, the Trustee shall effect such redemption or sale, employing, in the case of a sale, any commercially reasonable method of effecting the same. The Trustee shall not be liable or responsible for any consequences resulting from any such investment or resulting from the redemption, sale or maturity of any such investment as authorized pursuant to this section.

Investments in the Revenue Fund, the Interest Fund, the Principal Fund, the Redemption Fund, and the Cost of Issuance Fund may be commingled at the written direction of the

Authority for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in particular Funds amounts received or held by the Trustee; provided, that the Trustee shall at all times account for such investments strictly in accordance with the Funds to which they are credited and otherwise as provided in the Trust Agreement.

The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority will not receive such confirmations to the extent permitted by law. The Trustee will furnish the Authority periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

ARTICLE VII

COVENANTS OF THE AUTHORITY

Section 7.01 Payment of Bonds; No Encumbrances. The Authority shall cause the Trustee to promptly pay, from Revenues and other funds derived from the Trust Estate pledged hereunder, the principal of and redemption premium, if any, and the interest on every Bond issued under and secured by the Trust Agreement at the place, on the dates and in the manner specified in the Trust Agreement and in such Bonds according to the true intent and meaning thereof. The Authority shall not issue any bonds, notes or other evidences of indebtedness or incur any obligations payable from or secured by the Trust Estate, other than the Bonds.

Section 7.02 Enforcement and Amendment of Local Obligations. The Authority shall enforce all of its rights with respect to the Local Obligations to the fullest extent necessary to preserve the rights and protect the security of the Owners under the Trust Agreement.

The Authority and the Trustee may, without the consent of or notice to the Owners, consent to any amendment, change or modification of any Local Obligation that may be required (a) to conform to the provisions of the Trust Agreement (including any modifications or changes contained in any Supplemental Trust Agreement), (b) for the purpose of curing any ambiguity or inconsistency or formal defect or omission, (c) so as to add additional rights acquired in accordance with the provisions of such Local Obligation, (d) in connection with any other change therein which is not to the material prejudice of the Trustee or the owners of the Bonds pursuant to an Opinion of Bond Counsel, or (e) in the Opinion of Bond Counsel, to preserve or assure the exemption of interest on the Tax Exempt Bonds from federal income taxes or the exemption from California personal income tax.

Except for amendments, changes or modifications provided for in the preceding paragraph, neither the Authority nor the Trustee shall consent to any amendment, change or modification of any Local Obligation without the mailing of notice and the written approval or consent of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding given and procured as in this section provided. If at any time the Authority or any Agency, as the case may be, shall request the consent of the Trustee to any such proposed amendment, change or modification of a Local Obligation, the Trustee shall, upon being

satisfactorily indemnified with respect to reasonable expenses, cause notice of such proposed amendment, change or modification to be mailed in the same manner as provided by Section 13.04 hereof. Such notice shall briefly set forth the nature of such proposed amendment, change or modification and shall state that copies of the instrument embodying the same are on file with the Trustee for inspection by all Owners. Nothing contained in this section shall be construed to prevent the Trustee, with the consent of the Authority, from settling a default under any Local Obligation on such terms as the Trustee may determine to be in the best interests of the Owners.

[The Authority shall deliver a full transcript of the original documents and proceedings relating to the amendment, change or modification of any Local Obligation to the Bond Insurer.]

Section 7.03 Further Documents. The Authority covenants that it will from time to time execute and deliver such further instruments and take such further action as may be reasonable and as may be required to carry out the purpose of the Trust Agreement; provided, that no such instruments or actions shall pledge the faith and credit or the taxing power of the Authority, any member of the Authority, any Agency, any City, the County of Los Angeles, the State of California, or any political subdivision thereof.

Section 7.04 Tax Covenants.

(a) The Authority will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of interest on the Tax Exempt Bonds under Section 103 of the Code. The Authority will not directly or indirectly use or permit the use of any proceeds of the Tax Exempt Bonds any other funds of the Authority or take or omit to take any action that would cause the Tax Exempt Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code or obligations which are "federally guaranteed" within the meaning of Section 149(b) of the Code. The Authority will not allow ten percent (10%) or more of the proceeds of the Tax Exempt Bonds to be used in the trade or business of any nongovernmental units and will not lend five percent (5%) or more of the proceeds of the Tax Exempt Bonds to any nongovernmental units.

(b) The Authority will not directly or indirectly use or permit the use of any proceeds of the Tax Exempt Bonds or any other funds of the Authority to take or omit to take any action that would cause the Tax Exempt Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. To that end, the Authority will comply with all requirements of Section 148 of the Code to the extent applicable to the Tax Exempt Bonds. In the event that at any time the Authority is of the opinion that for purposes of this section it is necessary to restrict or to limit the yield on the investment of any moneys held by the Trustee hereunder, the Authority will so instruct the Trustee in writing, and the Trustee will take such actions as directed by such instructions.

(c) The Authority will pay or cause to be paid the Rebate Requirement as provided in the respective Tax Certificate. This covenant shall survive payment in full or defeasance of the Tax Exempt Bonds. The Authority will cause the Rebate Requirement to be deposited in the Rebate Fund as provided in the respective Tax Certificate (which is incorporated herein by reference).

The Trustee will conclusively be deemed to have complied with the provisions of this section including the provisions of the respective Tax Certificate if it follows the directions of the Authority set forth in the respective Tax Certificate and the Rebate Instructions and shall not be required to take any actions hereunder in the absence of Rebate Instructions from the Authority.

(d) Notwithstanding any provision of this section, if the Authority shall provide to the Trustee an Opinion of Bond Counsel that any specified action required under this section is no longer required or that some further or different action is required to maintain the exclusion from gross income for federal income tax purposes of interest with respect to the Tax Exempt Bonds, the Trustee and the Authority may conclusively rely on such Opinion in complying with the requirements of this section, and the covenants hereunder shall be deemed to be modified to that extent.

(e) The provisions of this Section 7.04 shall survive the defeasance of the Tax Exempt Bonds.

Section 7.05 Maintenance of Existence. The Authority shall maintain its existence, powers and authority as a joint powers authority under California law.

Section 7.06 Continuing Disclosure. The Authority and the Trustee hereby covenant and agree that they will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of the Trust Agreement, failure of the Authority or the Trustee to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; provided, however, the Trustee may (and, at the request of any Participating Underwriter (as defined in the Continuing Disclosure Agreement) or the Owners of at least 25% aggregate principal amount of Outstanding Bonds, shall) or any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority or each Agency to comply with its obligations under this section and the Continuing Disclosure Agreement or to cause the Trustee to comply with its obligations under this Section 7.06. For purposes of this section, "Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

Section 7.07 Notifications Required by the Act. The Trustee shall notify the Authority in writing if the Trustee fails to pay principal or interest due on any scheduled payment date for the Bonds and shall notify the Authority in writing of any withdrawal of funds from any reserve fund to pay principal and interest on a Local Obligation, as applicable, and, in accordance with Section 6599.1(c) of the Act, the Authority shall notify the California Debt and Investment Advisory Commission of such failure or withdrawal, as applicable, within 10 days of the failure or withdrawal, as applicable.

Section 7.08 [Additional Information to be Provided to Bond Insurer. In addition to any information to be provided to the Bond Insurer under the Trust Agreement, the Local Obligations or any related document, the following additional information shall be provided to the Bond Insurer in the manner set forth below and in Section 13.04:

(a) The Trustee, to the extent it is responsible for the dissemination of such information as dissemination agent under the Continuing Disclosure Agreement, and the Authority, to the extent it is responsible for the dissemination of such information and the Trustee is not so responsible, shall provide a copy of each annual report to be provided under the Continuing Disclosure Agreement within 180 days of the end of the fiscal years of the Authority and each Agency, respectively, and copies of any required notices at the time and in the manner disseminated pursuant to the Continuing Disclosure Agreement.

(b) The Authority shall provide a copy of each Agency's annual budget within 30 days of the receipt thereof.

(c) The Authority shall provide notice of the commencement of any proceeding by or against the Authority, any City or any Agency commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

(d) The Authority shall provide notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Bonds; and

(e) The Authority and the Trustee shall provide copies of all reports, notices and correspondence to be delivered by or to such parties under the Trust Agreement or the Local Obligations.]

ARTICLE VIII

DEFAULTS AND REMEDIES

Section 8.01 Events of Default. The following shall constitute "Events of Default" hereunder:

(a) if payment of interest on the Bonds shall not be made when due; or

(b) if payment of any Principal Installment shall not be made when due and payable, whether at maturity, by proceedings for redemption, by acceleration or otherwise; or

(c) if the Authority shall fail to observe or perform in any material way any agreement, condition, covenant or term contained in the Trust Agreement on its part to be performed, and such failure shall continue for thirty (30) days after written notice specifying such failure and requiring the same to be remedied shall have been given to the Authority by the Trustee or by the Owner(s) of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds Outstanding, provided, that if such default (other than a default arising from nonpayment of the Trustee's fees and expenses) be such that it cannot be corrected within such thirty (30) period, it shall not constitute an Event of Default if corrective action is instituted by the Authority within such thirty (30) period and the Authority shall thereafter diligently and in good faith cure such failure in a reasonable period of time; or

(d) the Authority or any Agency shall commence a voluntary case under Title 11 of the United States Code or any substitute or successor statute.

[Within five Business Days after obtaining actual knowledge of the occurrence of an Event of Default, the Trustee shall notify the Bond Insurer thereof. "Actual knowledge" shall mean the actual knowledge of a Responsible Officer of the Trustee.]

Section 8.02 Action on Default. Upon the happening and continuance of any Event of Default, the Trustee in its discretion may, or at the written request of the Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding shall[, but subject to the provisions of Section 13.11,] upon notice in writing to the Authority, take whatever action at law or in equity as may appear necessary or desirable to protect and enforce any of the rights vested in the Trustee or the Owners by the Trust Agreement or by the Bonds, either at law or in equity or in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement or for the enforcement of any other legal or equitable right, including any one or more of the remedies set forth in Section 8.03 hereof

Section 8.03 Other Remedies of the Trustee. [Subject to the provisions of Section 13.11,] during the continuance of an Event of Default, the Trustee shall have the right to do the following:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Owners, including the right to receive and collect the Revenues;

(b) bring suit upon or otherwise enforce any defaulting Local Obligation;

(c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Owners;

(d) as a matter of right, have a receiver or receivers appointed for the Trust Estate and of the earnings, income, issues, products, profits and revenues thereof pending such proceedings, with such powers as the court making such appointment shall confer; and

(e) take such action with respect to any and all Local Obligations or Permitted Investments as the Trustee shall deem necessary and appropriate, subject to Section 9.02 and to the terms of such Local Obligations or Permitted Investments.

Section 8.04 Effect of Discontinuance or Abandonment. In case any proceeding taken by the Trustee on account of any default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, then and in every such case the Trustee and the Owners shall be restored to their former positions and rights under the Trust Agreement, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

Section 8.05 Rights of Owners. Anything in the Trust Agreement to the contrary notwithstanding, subject to the limitations and restrictions as to the rights of the Owners in Sections 8.01, 8.02, 8.03, 8.06 [and 13.11], upon the happening and continuance of any Event of

Default, the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding shall have the right, upon providing the Trustee security and indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee under the Trust Agreement.

The Trustee may refuse to follow any direction that conflicts with law or the Trust Agreement or that the Trustee determines is prejudicial to rights of other Owners or would subject the Trustee to personal liability without adequate indemnification therefor.

Section 8.06 Restriction on Owner's Action. In addition to the other restrictions on the rights of Owners to request action upon the occurrence of an Event of Default and to enforce remedies set forth in this Article, no Owner of any of the Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of any trust under the Trust Agreement, or any other remedy under the Trust Agreement or on the Bonds, unless such Owner previously shall have given to the Trustee written notice of an Event of Default as hereinabove provided and unless the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding shall have made written request of the Trustee to institute any such suit, action, proceeding or other remedy, after the right to exercise such powers or rights of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted in the Trust Agreement, or to institute such action, suit or proceeding in its or their name; nor unless there also shall have been offered to the Trustee security and indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall not have complied with such request within a reasonable time; and such notification, request and offer of indemnity are hereby declared in every such case to be conditions precedent to the execution of the trusts of the Trust Agreement or for any other remedy under the Trust Agreement, it being understood and intended that no one or more Owners of the Bonds secured by the Trust Agreement shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of the Trust Agreement, or to enforce any rights under the Trust Agreement or under the Bonds, except in the manner provided in the Trust Agreement, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided in the Trust Agreement, and for the equal benefit of all Owners of Outstanding Bonds; subject, however, to the provisions of this section. Notwithstanding the foregoing provisions of this section, the obligation of the Authority shall be absolute and unconditional to pay, but solely from the Trust Estate, the principal of and the redemption premium, if any, and the interest on the Bonds to the respective Owners thereof at the respective due dates thereof, and nothing herein shall affect or impair the right of action, which is absolute and unconditional, of such Owners to enforce such payment. [This section is subject in all respects to the provisions of Section 13.11.]

Section 8.07 Power of Trustee to Enforce. All rights of action under the Trust Agreement or under any of the Bonds secured by the Trust Agreement which are enforceable by the Trustee may be enforced by it without the possession of any of the Bonds, or the production thereof at the trial or other proceedings relative thereto, and any such suit, action or proceedings instituted by the Trustee shall be brought in its own name, as Trustee, for the equal and ratable benefit of the Owners subject to the provisions of the Trust Agreement.

Section 8.08 Remedies Not Exclusive. No remedy in the Trust Agreement conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given under the Trust Agreement or now or hereafter existing at law or in equity or by statute.

Section 8.09 Waiver of Events of Default; Effect of Waiver. Upon the written request of the Owners of at least a majority in aggregate principal amount of all Outstanding Bonds the Trustee shall waive any Event of Default hereunder and its consequences. The Trustee may waive any Event of Default hereunder and its consequences at any time. If any Event of Default shall have been waived as herein provided, the Trustee shall promptly give written notice of such waiver to the Authority and shall give notice thereof by first class mail, postage prepaid, to all Owners of Outstanding Bonds if such Owners had previously been given notices of such Event of Default; but no such waiver, rescission and annulment shall extend to or affect any subsequent Event of Default, or impair any right or remedy consequent thereon.

No delay or omission of the Trustee or of any Owner to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default, or an acquiescence therein; and every power and remedy given by this Article to the Trustee and to the Owners of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

[This section is subject in all respects to the provisions of Section 13.11.]

Section 8.10 Application of Moneys. Any moneys received by the Trustee pursuant to this Article shall, after payment of all fees and expenses of the Trustee, and the reasonable fees and expenses of its outside counsel, if any, incurred in connection with the performance of the Trustee's duties hereunder, be applied as follows:

(a) to the payment of the Owners entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or privilege;

(b) to the payment of the Owners entitled thereto of the unpaid principal of and redemption premium, if any, and any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of the Trust Agreement) in the order of their due dates, and if the amount available shall not be sufficient to pay in full the principal of and redemption premium, if any, on such Bonds due on any particular date, then to the payment ratably, according to the amount due on such date, to the Persons entitled thereto without any discrimination or privilege; and

(c) to be held for the payment to the Owners entitled thereto as the same shall become due of the principal of and redemption premium, if any, on and interest on the Bonds which may thereafter become due, either at maturity or upon call for redemption

prior to maturity, and if the amount available shall not be sufficient to pay in full such principal and redemption premium, if any, due on any particular date, together with interest then due and owing thereon, payment shall be made in accordance with paragraphs (a) and (b) hereof.

Whenever moneys are to be applied pursuant to the provisions of this section, such moneys shall be applied at such times, and from time to time, as the Trustee 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. The Trustee shall give prompt notice to the Owner of the deposit with it of any such moneys.

ARTICLE IX

THE TRUSTEE

Section 9.01 Appointment and Acceptance of Duties. The Trustee hereby accepts and agrees to the trusts hereby created to all of which the Authority agrees and the respective Owners of the Bonds, by their purchase and acceptance thereof, agree.

Section 9.02 Duties, Immunities and Liability of Trustee.

(a) [Subject to Section 13.11,] the Trustee shall, prior to an Event of Default, and after the curing or waiver of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in the Trust Agreement, and no implied duties or obligations shall be read into the Trust Agreement against the Trustee. The Trustee shall, during the existence of any Event of Default (which has not been cured or waived), exercise the rights and powers vested in it by the Trust Agreement, and use the same degree of care and skill in their exercise as a reasonable individual would exercise or use under the circumstances in the conduct of his own affairs.

(b) [Subject to Section 13.11,] the Authority may, in the absence of an Event of Default, and upon receipt of an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) [or upon receipt of a written request of the Bond Insurer stating good cause, or upon receipt of a written request of the Bond Insurer following an Event of Default (irrespective of cause)], or if at any time the Trustee shall cease to be eligible in accordance with subsection (e) of this section, or shall become incapable of acting, or shall commence a case under any bankruptcy, insolvency or similar law, or a receiver of the Trustee or of its property shall be appointed, or any public officer shall take control or charge of the Trustee or its property or affairs for the purpose of rehabilitation, conservation or liquidation, shall, remove the Trustee by giving written notice of such removal to the Trustee, and thereupon the Authority shall promptly appoint a successor Trustee by an instrument in writing. [The Authority shall promptly notify the Bond Insurer of any such removal and appointment.]

(c) The Trustee may, subject to (d) below, resign by giving written notice of such resignation to the Authority [and the Bond Insurer] and by giving notice of such resignation by mail, first class postage prepaid, to the Owners at the addresses listed in the Bond Register.

Upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee by an instrument in writing, [and shall notify the Bond Insurer of such appointment].

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and shall have accepted appointment within thirty (30) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Owner (on behalf of himself and all other Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under the Trust Agreement shall signify its acceptance of such appointment by executing and delivering to the Authority and to its predecessor Trustee [and the Bond Insurer] a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless, at the written request of the Authority or of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under the Trust Agreement and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Authority shall execute and deliver any and all instruments as may be reasonably required for fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, such successor Trustee shall mail a notice of the succession of such Trustee to the trusts hereunder by first class mail, postage prepaid, to the Owners at their addresses listed in the Bond Register.

(e) Any Trustee appointed under the provisions of this section shall be a trust company or bank having the powers of a trust company or authorized to exercise trust powers, having a corporate trust office in California, having (or in the case of a bank, trust company or bank holding company which is a member of a bank holding company system, the related bank holding company shall have) a combined capital and surplus of at least fifty million dollars ($50,000,000), and subject to supervision or examination by federal or state authority. If such bank, trust company or bank holding company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such bank, trust company or bank holding company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection, the Trustee shall resign immediately in the manner and with the effect specified in this section.

(f) No provision in the Trust Agreement shall require the Trustee to risk or expend its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder unless the Owners shall have offered to the Trustee security or indemnity it deems reasonable, against the costs, expenses and liabilities that may be incurred.

(g) In accepting the trust hereby created, the Trustee acts solely as Trustee for the Owners and not in its individual capacity, and under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Bonds.

(h) The Trustee makes no representation or warranty, express or implied, as to the compliance with legal requirements of the use contemplated by the Authority of the funds under the Trust Agreement including, without limitation, the purchase of the Local Obligations hereunder.

(i) The Trustee shall not be responsible for the validity or effectiveness or value of any collateral or security securing any Local Obligation. The Trustee shall not be responsible for the recording or filing of any document relating to this Agreement or any Local Obligation or of financing statements (or continuation statements in connection therewith) or mortgage or of any supplemental instruments or documents of further assurance as may be required by law in order to perfect the security interests or lien on or in any collateral or security securing any Local Obligation. The Trustee shall not be deemed to have made representations as to the security afforded thereby or as to the validity, sufficiency or priority of any such document, collateral or security of the Bonds.

(j) The Trustee shall not be deemed to have knowledge of any Event of Default hereunder unless and until a Responsible Officer shall have actual knowledge thereof at the Trustee's Principal Corporate Trust Office.

(k) The Trustee shall not be accountable for the use or application by the Authority or any other party of any funds which the Trustee has released under the Trust Agreement.

(l) The Trustee shall provide a monthly accounting of all Funds held pursuant to the Trust Agreement to the Authority within fifteen (15) Business Days after the end of each month and shall provide statements of account for each annual period beginning July 1 and ending June 30, within 90 days after the end of such period. Such accounting shall show in reasonable detail all financial transactions made by the Trustee during the accounting period and the balance in any Funds and accounts created under the Trust Agreement as of the beginning and close of such accounting period.

(m) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law.

(n) The permissive rights of the Trustee to do things enumerated in the Trust Agreement shall not be construed as a duty unless so specified herein.

(o) The Trustee may appoint and act through an agent and shall not be responsible for any misconduct or negligence of any such agent appointed with due care.

Section 9.03 <u>Merger or Consolidation</u>. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such

company shall be eligible under subsection (e) of Section 9.02, shall succeed to the rights and obligations of such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 9.04 Compensation. The Authority shall pay or cause each Agency to pay the Trustee a reasonable compensation for its services rendered hereunder and reimburse the Trustee for reasonable expenses, disbursements and advances, including reasonable attorney's and agent's fees, and expenses incurred by the Trustee in the performance of its obligations hereunder and with respect to the Local Obligations.

The Authority agrees, to the extent permitted by law, to indemnify the Trustee and its officers, directors, employees, attorneys and agents for, and to hold it harmless against, any loss, liability or expense incurred without negligence or willful misconduct on its part arising out of or in connection with (i) the acceptance or administration of the trusts imposed by the Trust Agreement, including performance of its duties hereunder, including the costs and expenses of defending itself against any claims or liability in connection with the exercise or performance of any of its powers or duties hereunder (ii) the Local Obligations; (iii) the sale of any Bonds or the purchase of any Local Obligations and the carrying out of any of the transactions contemplated by the Bonds or the Local Obligations; or (iv) any untrue statement of any material fact or omission to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading in any official statement or other disclosure document utilized by the Authority or under its authority in connection with the sale of the Bonds or the Local Obligations. The Authority's obligations hereunder with respect to indemnity of the Trustee and the provision for its compensation set forth in this Article shall survive and remain valid and binding notwithstanding the maturity and payment of the Bonds, or the resignation, or removal of the Trustee.

The Trustee shall have no responsibility for or liability in connection with assuring that all of the procedures or conditions to closing set forth in the contract of purchase for sale of the Bonds are satisfied, or that all documents required to be delivered on the closing date to the parties are actually delivered, except its own responsibility to receive or deliver the proceeds of the sale, deliver the Bonds and other certificates expressly required to be delivered by it and its counsel.

The Trustee shall not be responsible for determining or investigating whether any Local Obligation held hereunder is a Local Obligation, as defined in the Trust Agreement, and the Trustee may conclusively rely on the Authority's determination and direction in this regard. The Trustee shall be entitled to rely on the covenants, representations and warranties of each obligor on any Local Obligation and in the documents and certificates delivered in connection therewith.

Section 9.05 Liability of Trustee. The recitals of facts herein and in the Bonds contained shall be taken as statements of the Authority, and the Trustee does not assume any responsibility for the correctness of the same, and does not make any representations as to the validity or sufficiency of the Trust Agreement or of the Bonds, and shall not incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it; provided, that the Trustee shall be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee shall

not be liable in connection with the performance of its duties hereunder except for its own negligence or willful misconduct. The Trustee (in its individual or any other capacity) may become the Owner of Bonds with the same rights it would have if it were not Trustee hereunder, and, to the extent permitted by law, may act as depository for and permit any of its officers, directors and employees to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners, whether or not such committee shall represent the Owners of a majority in principal amount (or any lesser amount that may direct the Trustee in accordance with, and as provided in, the provisions of the Trust Agreement) of the Bonds then Outstanding. The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a majority in principal amount (or any lesser amount that may direct the Trustee in accordance with, and as provided in, the provisions of the Trust Agreement) of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, hereunder. Whether or not therein expressly so provided, every provision of the Trust Agreement or related documents relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article. All indemnifications and releases from liability granted herein to the Trustee shall extend to the directors, officers, employees and agents of the Trustee.

Section 9.06 Right to Rely on Documents. The Trustee may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the Authority, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection for any action taken or suffered or omitted by it hereunder in good faith and in accordance therewith.

Whenever in the administration of the trusts imposed upon it by the Trust Agreement the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering or omitting any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by an Officer's Certificate, and such Certificate shall be full warrant to the Trustee for any action taken or suffered or omitted in good faith under the provisions of the Trust Agreement in reliance upon such Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Trustee shall be entitled to advice of counsel and other professionals concerning all matters of trust and its duty hereunder, but the Trustee shall not be answerable for the professional malpractice of any attorney-at-law or certified public accountant in connection with the rendering of his professional advice in accordance with the terms of the Trust Agreement, if such attorney-at-law or certified public accountant was selected by the Trustee with due care.

Section 9.07 Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of the Trust Agreement shall be retained in its possession and shall be subject at all reasonable times upon prior notice to the inspection of the Authority, the Owners of at least twenty-five percent (25%) of the aggregate principal amount of the Bonds,

and their agents and representatives duly authorized in writing, at reasonable hours and under reasonable conditions.

Section 9.08 Indemnity for Trustee. Before taking any action or exercising any rights or powers under the Trust Agreement, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all costs and expenses which it may incur and to indemnify it against all liability, except liability which may result from its negligence or willful misconduct, by reason of any action so taken.

ARTICLE X

EXECUTION OF INSTRUMENTS BY OWNERS AND PROOF OF OWNERSHIP OF BONDS

Section 10.01 Execution of Instruments; Proof of Ownership. Any request, direction, consent or other instrument in writing required or permitted by the Trust Agreement to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor by different parties and may be signed or executed by such Owners in Person or by agent appointed by an instrument in writing. Proof of the execution of any such instrument and of the ownership of Bonds shall be sufficient for any purpose of the Trust Agreement and shall be conclusive in favor of the Trustee with regard to any action taken, suffered or omitted by either of them under such instrument if made in the following manner:

(a) The fact and date of the execution by any Person of any such instrument may be proved by the certificate of any officer in any jurisdiction who, by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the Person signing such instrument acknowledged before him the execution thereof, or by an affidavit of a witness to such execution.

(b) The fact of the ownership of Bonds under the Trust Agreement by any Owner and the serial numbers of such Bonds and the date of his ownership of the same shall be proved by the Bond Register.

Nothing contained in this Article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters in this Article stated which to it may seem sufficient. Any request or consent of the Owner of any Bond shall bind every future Owner of the same Bond and any Bond or Bonds issued in exchange or substitution therefor or upon the registration of transfer thereof in respect of anything done by the Trustee in pursuance of such request or consent.

ARTICLE XI

MODIFICATION OF TRUST AGREEMENT AND SUPPLEMENTAL TRUST AGREEMENTS

Section 11.01 Supplemental Trust Agreements Without Consent of Owners. The Authority may, without the consent of the Owners, enter into any Supplemental Trust

Agreement, which thereafter shall form a part of the Trust Agreement, for any one or more of the following purposes:

(a) to add to the agreements and covenants of the Authority contained in the Trust Agreement other agreements and covenants thereafter to be observed, or to surrender any right or power in the Trust Agreement reserved to or conferred upon the Authority; provided, that no such agreement, covenant or surrender shall materially adversely affect the rights of any Owner;

(b) to cure any ambiguity, to supply any omission or to cure, correct or supplement any defect or inconsistent provisions contained in the Trust Agreement or in any Supplemental Trust Agreement;

(c) to make any change which does not materially adversely affect the rights of any Owner;

(d) to grant to the Trustee for the benefit of the Owners additional rights, remedies, powers or authority;

(e) to subject to the Trust Agreement additional collateral or to add other agreements of the Authority;

(f) to modify the Trust Agreement or the Bonds to permit qualification under the Trust Indenture Act of 1939, as amended, or any similar statute at the time in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States of America;

(g) [to make any change necessary or appropriate to accommodate changes to the Dissolution Act; provided, that no such change shall materially adversely affect the rights of any Owner;]

(h) to evidence the succession of a new Trustee; or

(i) in the Opinion of Bond Counsel, to preserve or assure the exemption of interest on the Tax Exempt Bonds from federal income taxes or the exemption from California personal income tax.

The Trustee may in its discretion determine whether or not in accordance with the foregoing powers of amendment, any particular Bond would be affected by any such modification or amendment of the Trust Agreement and any such determination shall be binding and conclusive on the Authority and all Owners of Bonds. For all purposes of this section, the Trustee shall be entitled to rely upon and shall be fully protected in relying upon an Opinion of Bond Counsel, in form and substance satisfactory to it, with respect to the extent, if any, to which any action affects the rights under the Trust Agreement of any Owner. [Notwithstanding anything to the contrary in this section, the written consent of the Bond Insurer shall be required prior to any amendment for the purposes set forth in clauses (b) or (c) of this section.]

Section 11.02 Trustee Authorized to Enter into Supplemental Trust Agreement. The Trustee is hereby authorized to enter into any Supplemental Trust Agreement with the Authority authorized or permitted by the terms of the Trust Agreement, and to make the further agreements and stipulations which may be therein contained, and for all purposes of this section, the Trustee shall be entitled to rely upon and shall be fully protected in relying upon an Opinion of Bond Counsel, in form and substance satisfactory to it, to the effect that such Supplemental Trust Agreement is authorized or permitted by the provisions of the Trust Agreement.

Section 11.03 Supplemental Trust Agreements With Consent of Owners. Any modification or alteration of the Trust Agreement or of the rights and obligations of the Authority or of the Owners of the Bonds may be made with the consent of the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding [and the consent of the Bond Insurer]; provided, that no such modification or alteration shall be made which will reduce the percentage of aggregate principal amount of Bonds the consent of the Owners of which is required for any such modification or alteration, or permit the creation by the Authority of any lien prior to or on a parity with the lien of the Trust Agreement upon the Trust Estate or which will affect the times, amounts and currency of payment of the principal of or the redemption premium, if any, on or the interest on the Bonds or affect the rights, duties or obligations of the Trustee without the consent of the party affected thereby.

Section 11.04 Notice and Information Requirements. The Authority shall deliver a copy of any modification or amendment to the Trust Agreement to [the Bond Insurer and] S&P at least ten days prior to the effective date thereof. [After the effective date, the Authority shall deliver to the Bond Insurer a full transcript of the original documents and proceedings relating to such modification or amendment.]

ARTICLE XII

DEFEASANCE

Section 12.01 Defeasance. (a) If (i) the Authority shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Outstanding Bonds the principal thereof and the interest and premium, if any, thereon at the times and in the manner stipulated herein and therein, and (ii) all other amounts due and payable hereunder shall have been paid, then the Owners shall cease to be entitled to the lien created hereby, and all agreements, covenants and other obligations of the Authority hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the Authority all money or securities held by it pursuant hereto which are not required for the payment of the principal of and interest and premium, if any, on the Bonds.

(b) Subject to the provisions of subsection (a) of this Section, when any Bond shall have been paid and if, at the time of such payment, the Authority shall have kept, performed and observed all of the covenants and promises in such Bonds and in the Trust Agreement required or contemplated to be kept, performed and observed by it or on its part on or prior to that time, then the Trust Agreement shall be considered to have been discharged in respect of such Bond

and such Bond shall cease to be entitled to the lien created hereby, and all agreements, covenants and other obligations of the Authority hereunder shall cease, terminate, become void and be completely discharged and satisfied as to such Bond.

(c) Notwithstanding the discharge and satisfaction of the Trust Agreement or the discharge and satisfaction of the Trust Agreement in respect of any Bond, those provisions of the Trust Agreement relating to the maturity of the Bonds, interest payments and dates thereof, exchange and transfer of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, non-presentment of Bonds, and the duties of the Trustee in connection with all of the foregoing, shall remain in effect and shall be binding upon the Trustee and the Owners and the Trustee shall continue to be obligated to hold in trust any moneys or investments then held by the Trustee for the payment of the principal of and interest and premium, if any, on the Bonds, to pay to the Owners of the Bonds the funds so held by the Trustee as and when such payment becomes due.

Section 12.02 Bonds Deemed to Have Been Paid. (a) If moneys shall have been set aside and held by the Trustee for the payment or redemption of any Bond and the payment of the interest thereon to the maturity or redemption date thereof, such Bond shall be deemed to have been paid within the meaning and with the effect provided in Section 12.01 hereof. Any Outstanding Bond shall prior to the maturity date or redemption date thereof be deemed to have been paid within the meaning of and with the effect expressed in Section 12.01 hereof if (i) in case any of such Bonds are to be redeemed on any date prior to their maturity date, the Authority shall have given to the Trustee in form satisfactory to it irrevocable instructions to mail, on a date in accordance with the provisions of Section 4.03 hereof, notice of redemption of such Bond on said redemption date, said notice to be given in accordance with Section 4.03 hereof, (ii) there shall have been deposited with the Trustee either (A) money in an amount which shall be sufficient, or (B) Federal Securities, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which shall be sufficient to pay when due the interest to become due on such Bond on and prior to the maturity date or redemption date thereof, as the case may be, and the principal of and premium, if any, on such Bond, and (iii) in the event such Bond is not by its terms subject to redemption within the next succeeding 60 days, the Authority shall have given the Trustee in form satisfactory to it irrevocable instructions to mail as soon as practicable, a notice to the owners of such Bond that the deposit required by clause (ii) above has been made with the Trustee and that such Bond is deemed to have been paid in accordance with this Section and stating the maturity date or redemption date upon which money is to be available for the payment of the principal of and premium, if any, on such Bond. Neither the money nor the Federal Securities deposited with the Trustee pursuant to this subsection in connection with the deemed payment of Bonds, nor principal or interest payments on any such Federal Securities, shall be withdrawn or used for any purpose other than, and shall be held in trust for and pledged to, the payment of the principal of and, premium, if any, and interest on such Bonds.

(b) No Bond shall be deemed to have been paid pursuant to clause (ii)(B) of subsection (a) of this Section unless the Authority shall cause to be delivered (A) an executed copy of a Verification Report with respect to such deemed payment, addressed to the Authority and the Trustee, (B) a copy of the escrow agreement entered into in connection with the deposit pursuant to clause (ii)(B) of subsection (a) of this Section resulting in such deemed payment,

which escrow agreement shall provide that no substitution of Federal Securities shall be permitted except with other Federal Securities and upon delivery of a new Verification Report and no reinvestment of Federal Securities shall be permitted except as contemplated by the original Verification Report or upon delivery of a new Verification Report, and (C) a copy of an Opinion of Bond Counsel, dated the date of such deemed payment and addressed to the Authority and the Trustee, to the effect that such Bond has been paid within the meaning and with the effect expressed in the Trust Agreement, and all agreements, covenants and other obligations of the Authority hereunder as to such Bond have ceased, terminated, become void and been completely discharged and satisfied.

(c) The Trustee may seek and is entitled to rely upon (i) an Opinion of Bond Counsel reasonably satisfactory to the Trustee to the effect that the conditions precedent to a deemed payment pursuant to clause (ii) of subsection (a) of this Section have been satisfied, and (ii) such other opinions, certifications and computations, as the Trustee may reasonably request, of accountants or other financial consultants concerning the matters described in subsection (b) of this Section.

ARTICLE XIII

MISCELLANEOUS

Section 13.01 Dissolution of Authority. In the event of the dissolution of the Authority, all the agreements, conditions, covenants and terms contained in the Trust Agreement by or on behalf of, or for the benefit of, the Authority shall bind or inure to the benefit of the successors of the Authority from time to time and any officer, board, commission, agency or instrumentality to whom or to which any power or duty of the Authority shall be transferred.

Section 13.02 Parties Interested Herein. Except as in the Trust Agreement otherwise specifically provided, nothing in the Trust Agreement expressed or implied is intended or shall be construed to confer upon any Person other than the Authority, the Trustee, the Owners of the Bonds issued under the Trust Agreement [and the Bond Insurer] any right, remedy or claim under or by reason of the Trust Agreement, the Trust Agreement being intended to be for the sole and exclusive benefit of the Authority, the Trustee, the Owners of the Bonds issued under the Trust Agreement [and the Bond Insurer].

Section 13.03 Severability of Invalid Provisions. If any clause, provision or section of the Trust Agreement is held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections of the Trust Agreement, and the Trust Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

Section 13.04 Notice. All written notices to be given hereunder to the Authority or the Trustee shall be given by mail to the party entitled thereto at its address set forth below, or at such other address as such party may provide to the other parties in writing from time to time, namely:

If to the Authority: County of Los Angeles

Redevelopment Refunding Authority
c/o County of Los Angeles
500 West Temple Street, Room 437
Los Angeles, California 90012
Attention: Treasurer and Tax Collector

If to the Trustee: [Trustee]

Attention: Corporate Trust Services

[If to the Bond Insurer:]

Attention:

Each such notice, statement, demand, consent, approval, authorization, offer, designation, request or other communication hereunder shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by electronic communication, whether by telex, telegram or telecopier, upon the sender's receipt of an appropriate answer back or other written acknowledgment or confirmation of receipt of the entire notice, approval, demand, report or other communication, (c) if given by first class registered or certified mail, return receipt requested, deposited with the United States mail postage prepaid, seventy-two (72) hours after such notice is deposited with the United States mail, (d) if given by overnight courier, with courier charges prepaid, twenty-four (24) hours after delivery to said overnight courier, or (e) if given by any other means, upon delivery at the address specified in this section.

In case, by reason of the suspension of or irregularities in regular mail service, it shall be impractical to mail to the Owners of Bonds notice of any event when such notice is required to be given pursuant to any provision of the Trust Agreement, then any manner of giving such notice as the Authority shall direct and not objected to by the Trustee shall be deemed to be a sufficient giving of such notice.

Section 13.05 Counterparts. The Trust Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but all of which such counterparts shall together constitute but one and the same instrument.

Section 13.06 Governing Law. The Trust Agreement shall be governed as to validity, construction and performance by the laws of the State.

Section 13.07 Non-Business Days. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in the Trust Agreement, shall not be a Business Day, such payment may be made or act performed or right exercised on the next succeeding Business Day, with the same force and effect as if done on the nominal date provided in the Trust Agreement, and no interest shall accrue for the period from and after such nominal date.

Section 13.08 Limitation of Liability. The Authority shall not be obligated to make any payments required hereunder or under any Bond, or be deemed to incur any liability hereunder or by reason hereof or arising out of any of the transactions contemplated hereby, payable from any funds or assets other than the Trust Estate as provided herein. The Bonds and the obligation to pay principal of and interest thereon and any redemption premium with respect thereto will not constitute indebtedness or an obligation of the Authority, the members and officers of the Authority, any Agency, any City, the County of Los Angeles, the State of California or any other political subdivision thereof, within the meaning of any constitutional or statutory debt limitation, or a charge against the general credit or taxing powers of any of them. The Bonds shall be a special obligation of the Authority, payable solely from the Trust Estate duly pledged therefor. Neither the faith and credit nor the taxing power of the Authority, any member of the Authority, any Agency, any City, the County of Los Angeles, the State of California, or any political subdivision thereof, is pledged to the payment of the Bonds.

Section 13.09 Unclaimed Money. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest on, or principal or prepayment premium, if any, of any Bond which remains unclaimed for two (2) years after the date when such amounts have become payable, if such money was held by the Trustee on such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date such amounts have become payable shall be paid by the Trustee to the Authority as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the Authority for the payment of such amounts; provided, that before being required to make any such payment to the Authority, the Trustee shall, at the expense of the Authority, give notice by first class mail to all Owners and to the Securities Depository and the MSRB that such money remains unclaimed and that after a date named in such notice, which date shall not be less than sixty (60) days after the date of giving such notice, the balance of such money then unclaimed will be returned to the Authority.

Section 13.10 Moneys Held for Particular Bonds. The money held by the Trustee for the payment of the principal of or premium or interest on particular Bonds due on any date (or portions of Bonds in the case of Bonds redeemed in part only) shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds entitled thereto, subject, however, to the provisions of Section 13.09 hereof, but without any liability for interest thereon.

Section 13.11 Bond Insurance Payment and Reimbursement Provisions. The following provisions shall govern in the event of a conflict with any contrary provision of the Trust Agreement.

[Reserved]

IN WITNESS WHEREOF, the Authority has caused this Trust Agreement to be executed by its Treasurer and attested by its Secretary, and the Trustee has caused this Trust Agreement to be executed by its authorized officer, all as of the day and year first above written.

COUNTY OF LOS ANGELES REDEVELOPMENT REFUNDING AUTHORITY

By _____
Treasurer

ATTEST:

By _____
Secretary

[TRUSTEE], as Trustee

By _____
Authorized Officer

EXHIBIT A

[FORM OF BOND]

COUNTY OF LOS ANGELES REDEVELOPMENT REFUNDING AUTHORITY
TAX INCREMENT REVENUE REFUNDING BONDS, SERIES 2013__

No. R- $_____

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP NUMBER
____%	November 1, 20__	_____ __, 2013	

Registered Owner: CEDE & CO.

Principal Sum: DOLLARS

THE COUNTY OF LOS ANGELES REDEVELOPMENT REFUNDING AUTHORITY, a joint exercise of powers agency established pursuant to the laws of the State of California (the "Authority"), for value received hereby promises to pay to the registered owner specified above, or registered assigns, on the maturity date set forth above (subject to any right of prior redemption hereinafter mentioned) the principal sum set forth above in lawful money of the United States of America; and to pay interest thereon at the interest rate per annum set forth above in like lawful money from the date hereof. The interest on this Bond will be payable on May 1 and November 1 in each year (each an "Interest Payment Date"), commencing on _____ 1, 2014. The principal hereof and redemption premium hereon, if any, are payable upon presentation and surrender hereof at the Principal Corporate Trust Office (as defined in the Trust Agreement) of [Trustee] (together with any successor as trustee under the Trust Agreement hereinafter mentioned, the "Trustee"). Interest hereon is payable by check, mailed by first class mail, on each interest payment date to the owner whose name appears on the Bond Register maintained by the Trustee as of the close of business on the fifteenth day of the month preceding the month in which the interest payment date occurs (the "Record Date"), except with respect to defaulted interest for which a special record date will be established; provided, that in the case of an owner of one million dollars ($1,000,000) or more in aggregate principal amount of Bonds, upon written request of such owner to the Trustee received not later than the Record Date, such interest shall be paid on the interest payment date in immediately available funds by wire transfer. Interest shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Authority and the Trustee may deem and treat the owner of this Bond as the absolute owner hereof for the purpose of receiving payment as herein provided and for all other purposes, and the Authority and the Trustee shall not be affected by notice to the contrary.

No member or officer of the Authority, nor any person executing this Bond, shall in any event be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond is one of a duly authorized issue of bonds of the Authority designated as "County of Los Angeles Redevelopment Refunding Authority Tax Increment Revenue

Refunding Bonds, Series 2013__" issued in the aggregate principal amount of _____ dollars ($_____) pursuant to the provisions relating to the joint exercise of powers found in Chapter 5 of Division 7 of Title 1 of the California Government Code, including the Marks-Roos Local Bond Pooling Act of 1985 (California Government Code, Sections 6584-6594) as amended and supplemented (the "Act"), and pursuant to an Trust Agreement, dated as of _____ 1, 2013, by and between the Authority and the Trustee (the "Trust Agreement"). The Bonds are issued for the purpose of providing funds to acquire certain local obligations, and reference is hereby made to the Trust Agreement (a copy of which is on file at the Principal Corporate Trust Office of the Trustee) and all trust agreements supplemental thereto and to the Act for a description of the purposes thereof, of the rights thereunder of the owners of the Bonds, of the nature and extent of the security for the Bonds and of the rights, duties and immunities of the Trustee and the rights and obligations of the Authority thereunder, to all the provisions of which Trust Agreement, the owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds and the interest thereon and any redemption premium thereon are special obligations of the Authority payable solely from the Trust Estate (as that term is defined in the Trust Agreement) and are secured by the Trust Estate, including amounts held in the funds and accounts (other than the Rebate Fund) established pursuant to the Trust Agreement (including proceeds of the sale of the Bonds), subject only to the provisions of the Trust Agreement permitting the application thereof for the purposes and on the terms and conditions set forth in the Trust Agreement.

THE BONDS ARE SPECIAL OBLIGATIONS OF THE AUTHORITY, PAYABLE FROM, AND SECURED AS TO THE PAYMENT OF THE PRINCIPAL OF AND ANY REDEMPTION PREMIUM ON OR INTEREST ON THE BONDS IN ACCORDANCE WITH THEIR TERMS AND THE TERMS OF THE TRUST AGREEMENT, SOLELY FROM THE TRUST ESTATE. THE BONDS DO NOT CONSTITUTE A CHARGE AGAINST THE GENERAL CREDIT OF THE AUTHORITY OR ITS MEMBERS, AND UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY BE OBLIGATED TO PAY PRINCIPAL OF OR ANY REDEMPTION PREMIUM ON OR INTEREST ON THE BONDS EXCEPT FROM THE TRUST ESTATE. NEITHER THE STATE OF CALIFORNIA NOR ANY PUBLIC AGENCY (OTHER THAN THE AUTHORITY) NOR ANY MEMBER OF THE AUTHORITY IS OBLIGATED TO PAY THE PRINCIPAL OF OR ANY REDEMPTION PREMIUM ON OR INTEREST ON THE BONDS, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF CALIFORNIA OR ANY PUBLIC AGENCY THEREOF OR ANY MEMBER OF THE AUTHORITY IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR ANY REDEMPTION PREMIUM ON OR INTEREST ON THE BONDS, AND NEITHER THE PRINCIPAL OF OR ANY REDEMPTION PREMIUM ON OR INTEREST ON THE BONDS CONSTITUTES A DEBT, LIABILITY OR OBLIGATION OF THE STATE OF CALIFORNIA OR ANY PUBLIC AGENCY (OTHER THAN THE AUTHORITY) OR ANY MEMBER OF THE AUTHORITY.

The Bonds are subject to redemption at the times, in the manner, at the redemption prices and upon notice as specified in the Trust Agreement.

The Bonds are issuable as fully registered bonds in denominations of $5,000 or any integral multiple thereof. This Bond may be transferred or exchanged by the owner hereof, in

person or by an attorney duly authorized in writing, but only in the manner, subject to the limitations and upon payment of the charges, if any, provided in the Trust Agreement, and upon surrender and cancellation of this Bond. Upon such transfer or exchange, a new Bond or Bonds, of authorized denominations, for the same aggregate principal amount, interest rate, and maturity will be issued to the transferee in accordance with the provisions of the Trust Agreement. The Trustee is not required to register the transfer of, or to exchange, any Bond during a period commencing on or after the fifteenth (15th) business day immediately preceding the date on which the notice of redemption is scheduled to be mailed and ending on the date scheduled for redemption of any Bonds selected for redemption.

The Trust Agreement and the rights and obligations of the Authority and of the owners of the Bonds may be modified or amended from time to time and at any time (and in certain cases without the consent of the owners) in the manner, to the extent, and upon the terms provided in the Trust Agreement.

It is hereby certified and recited that any and all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Constitution and laws of the State of California, including the Act, and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Constitution and laws of the State of California, including the Act, and is not in excess of the amount of Bonds permitted to be issued under the Trust Agreement.

This Bond shall not be entitled to any benefit under the Trust Agreement, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been manually signed by an authorized signatory of the Trustee.

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the Trustee for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the County of Los Angeles Redevelopment Refunding Authority has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Treasurer and attested by the manual or facsimile signature of its Secretary, all as of the dated date first set forth above.

COUNTY OF LOS ANGELES
REDEVELOPMENT REFUNDING
AUTHORITY

By _____
Treasurer

ATTEST:

_____
Secretary

[FORM OF CERTIFICATE OF AUTHENTICATION]

This is one of the Bonds described in the within-mentioned Trust Agreement, which has been authenticated on the date below.

DATED: _____

[TRUSTEE], as trustee

By: _____

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto _____ the within-mentioned registered Bond and do(es) hereby irrevocably constitute and appoint _____ attorney to transfer the same on the bond register of the Trustee, with full power of substitution in the premises.

Date: _____

_____

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of this Bond in every particular, without alteration or enlargement or any change whatsoever. The signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Social Security Number, Taxpayer Identification Number or other Identifying Number of Assignee:

_____

Signature Guaranteed:

_____

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

EXHIBIT B

[FORM OF COST OF ISSUANCE REQUISITION]

The County of Los Angeles Redevelopment Refunding Authority (the "Authority") hereby requests [Trustee], as trustee (the "Trustee"), pursuant to that certain Trust Agreement, dated as of _____ 1, 2013 (the "Trust Agreement"), by and between the Authority and the Trustee with respect to the County of Los Angeles Redevelopment Refunding Authority, Tax Increment Revenue Refunding Bonds, Series 2013__, to pay from money in the Costs of Issuance Fund established pursuant to Section 5.01 of the Trust Agreement (the "Costs of Issuance Fund"), the amounts shown on Schedule I attached hereto to the parties indicated in Schedule I.

The payees, the purpose for which the costs have been incurred and the amount of the disbursement requested are itemized on Schedule I hereto.

The undersigned hereby certifies as follows:

Each obligation mentioned herein is a Cost of Issuance as defined in the Trust Agreement, has been properly incurred and is a proper charge against the Costs of Issuance Fund. None of the items for which payment is requested has been reimbursed previously from the Costs of Issuance Fund

Dated: _____, 2012

COUNTY OF LOS ANGELES REDEVELOPMENT REFUNDING AUTHORITY

By: _____

SCHEDULE I

Costs of Issuance Fund – Series 2013_

Payee	Purpose	Amount

Attachment 7:

Preliminary Official Statement
(for Series 2013 Authority Bonds)

PRELIMINARY OFFICIAL STATEMENT DATED _____ __, 2013

NEW ISSUES – BOOK-ENTRY ONLY **RATINGS: S&P "___"**
See "RATINGS" herein.

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, based on an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2013A Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. In the further opinion of Bond Counsel, interest on the Series 2013A Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes. Bond Counsel further observes that interest on the Series 2013B Bonds is not excluded from gross income for federal income tax purposes. Bond Counsel is also of the opinion that interest on the Series 2013 Bonds is exempt from State of California personal income taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2013 Bonds, including whether interest on the Series 2013A Bonds is included in adjusted current earnings when calculating corporate alternative minimum taxable income. See "TAX MATTERS" herein.

COUNTY OF LOS ANGELES REDEVELOPMENT REFUNDING AUTHORITY

$_____* **Tax Increment Revenue Refunding Bonds Series 2013 __ (Tax Exempt)**

$_____* **Tax Increment Revenue Refunding Bonds Series 2013 __ (Federally Taxable)**

Dated: Date of Delivery **Due: [Principal Month] 1, as shown on the inside cover page**

The County of Los Angeles Redevelopment Refunding Authority Tax Increment Revenue Refunding Bonds, Series 2013 __ (Tax Exempt) (the "Series 2013A Bonds") and Tax Increment Revenue Refunding Bonds, Series 2013 ___ (Federally Taxable) (the "Series 2013B Bonds" and, together with the Series 2013A Bonds, the "Series 2013 Bonds") are being issued pursuant to the Trust Agreement, dated as of _____ 1, 2013 (the "Trust Agreement"), by and between the County of Los Angeles Redevelopment Refunding Authority (the "Authority") and [Trustee], as trustee (the "Trustee"). Concurrently with the issuance of the Series 2013 Bonds, the Agency Participants (as defined herein), each being a successor redevelopment agency located in the County of Los Angeles (each, an "Agency Participant" and, collectively, the "Agency Participants"), will issue one or more individual series of tax allocation refunding bonds (each a "Local Obligation" and, together, the "Local Obligations") pursuant to the respective indentures or supplements thereto, each dated as of _____ 1, 2013 (each an "Agency Indenture" and, together, the "Agency Indentures"), by and between a respective Agency Participant and the respective bank trustees (each, an "Agency Trustee"), the proceeds of which will be used to refund all or portion of certain bonds and indebtedness of such Agency Participants as more fully described herein. Proceeds of the Series 2013 Bonds will be used to purchase the Local Obligations.

The Series 2013 Bonds will be special, limited obligations of the Authority, payable from and secured by Revenues (as defined herein) of the Authority, consisting primarily of payments on the Local Obligations received by the Authority from the Agency Participants. Each series of Local Obligations will be payable from and secured by, designated property tax (formerly tax increment revenues) related to one or more redevelopment project areas of an Agency Participant, which will include, moneys deposited, from time to time, in the related Redevelopment Property Tax Trust Fund for the benefit of such Agency Participant as provided in the California Health and Safety Code as more fully described herein. Collectively, such tax increment revenues subject to a pledge under an Agency Indenture are referred to herein as "[Pledged Tax Increment]"). Payments under the Local Obligations are calculated to be sufficient to permit the Authority to pay the principal of, premium, if any, and interest on the Series 2013 Bonds when due. The Local Obligations will be registered in the name of the Trustee and Local Obligation payments will be paid to the Trustee. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS."

The Series 2013 Bonds will be issued in denominations of $5,000 and any integral multiple thereof. The Series 2013 Bonds will be dated their date of delivery and are payable with respect to interest semiannually each [Interest Month] 1 and [Principal Month] 1, commencing on _____ 1, 20__. The Series 2013 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 for the Series 2013 Bonds. Ownership interests in the Series 2013 Bonds may be purchased in book-entry form only. Principal of and interest and redemption premium, if any, on the Series 2013 Bonds will be paid by the Trustee to DTC or its nominee, which will in turn remit such payments to its Participants (defined herein) for subsequent disbursement to the Owners of the Series 2013 Bonds. See APPENDIX C – "BOOK-ENTRY ONLY SYSTEM" attached hereto.

The Series 2013 Bonds are subject to redemption prior to maturity, as described herein. See "THE SERIES 2013 BONDS – Redemption" herein.

THE SERIES 2013 BONDS WILL BE SPECIAL OBLIGATIONS OF THE AUTHORITY, PAYABLE FROM AND SECURED AS TO THE PAYMENT OF THE PRINCIPAL THEREOF AND THE REDEMPTION PREMIUM, IF ANY, AND THE INTEREST THEREON IN ACCORDANCE WITH THEIR TERMS AND THE TERMS OF THE TRUST AGREEMENT, SOLELY FROM THE TRUST ESTATE. THE SERIES 2013 BONDS SHALL NOT CONSTITUTE A CHARGE AGAINST THE GENERAL CREDIT OF THE AUTHORITY OR ANY OF ITS MEMBERS, AND UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY BE OBLIGATED TO PAY PRINCIPAL OF OR REDEMPTION PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2013 BONDS EXCEPT FROM THE TRUST ESTATE. NEITHER THE STATE NOR ANY PUBLIC AGENCY (OTHER THAN THE AUTHORITY) NOR ANY MEMBER OF THE AUTHORITY IS OBLIGATED TO PAY THE PRINCIPAL OF OR REDEMPTION PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2013 BONDS, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR ANY PUBLIC AGENCY THEREOF OR ANY MEMBER OF THE AUTHORITY IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR REDEMPTION PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2013 BONDS. THE PAYMENT OF THE PRINCIPAL OF OR REDEMPTION PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2013 BONDS DOES NOT CONSTITUTE A DEBT,

* Preliminary, subject to change.

LIABILITY OR OBLIGATION OF THE STATE OR ANY PUBLIC AGENCY (OTHER THAN THE AUTHORITY) OR ANY MEMBER OF THE AUTHORITY.

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 2013 Bonds are offered when, as and if issued, subject to the approval as to their legality by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, Bond Counsel to the Authority. Certain legal matters will be passed upon for the Authority by County Counsel as Counsel to the Authority and by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, as Disclosure Counsel. Certain legal matters will be passed upon for the Underwriters by their counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California. It is anticipated that the Series 2013 Bonds will be available for delivery through the facilities of DTC in New York, New York on or about _____ __, 2013.

[De la Rosa Logo [Citigroup Logo]

Dated: _____ __, 2013

MATURITY SCHEDULE*

COUNTY OF LOS ANGELES REDEVELOPMENT REFUNDING AUTHORITY

$_____
Tax Increment Revenue Refunding Bonds
Series 2013 __ (Tax Exempt)

(Base CUSIP†: _____)

Due ([Principal Month] 1}	Principal Amount	Interest Rate	Yield	CUSIP†	Due ([Principal Month] 1}	Principal Amount	Interest Rate	Yield	CUSIP†

$_____ ____% Term Bonds due [Principal Month] 1, 20__; Price – ____ CUSIP†: _____
$_____ ____% Term Bonds due [Principal Month] 1, 20__; Price – ____ CUSIP†: _____

$_____
Tax Increment Revenue Refunding Bonds
Series 2013 ___ (Federally Taxable)

(Base CUSIP†: _____)

Due ([Principal Month] 1}	Principal Amount	Interest Rate	Yield	CUSIP†	Due ([Principal Month] 1}	Principal Amount	Interest Rate	Yield	CUSIP†

$_____ ____% Term Bonds due [Principal Month] 1, 20__; Price – ____ CUSIP†: _____
$_____ ____% Term Bonds due [Principal Month] 1, 20__; Price – ____ CUSIP†: _____

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* Preliminary, subject to change.

† Copyright, American Bankers Association. CUSIP data is provided by Standard & Poor's CUSIP Service Bureau, a Division of the McGraw-Hill Companies, Inc., and is set forth herein for convenience of reference only. The Authority, the County, the Agency Participants, the Underwriters and the Financial Advisor do not assume responsibility for the accuracy of such data.

COUNTY OF LOS ANGELES

COUNTY OF LOS ANGELES
REDEVELOPMENT REFUNDING AUTHORITY
Tax Increment Revenue Refunding Bonds
Series 2013

Board of Supervisors

Mark Ridley-Thomas
Second District, Chair

Gloria Molina
First District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Sachi A. Hamai
Executive Officer-Clerk
Board of Supervisors

County Officials

William T Fujioka
Chief Executive Officer

John F. Krattli
County Counsel

Mark J. Saladino
Treasurer and Tax Collector

Wendy L. Watanabe
Auditor-Controller

KNN Public Finance, a division of Zions First National Bank
Financial Advisor

[Trustee]
Trustee

[Verification Agent]
Escrow Verification Agent

No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement. If given or made, such other information or representations must not be relied upon as having been authorized by the County of Los Angeles, California (the "County"), the Authority or the Agency Participants named herein (the "Agency Participants"). 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 2013 Bonds by any 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 2013 Bonds. Statements contained in this Official Statement which involve estimates, projections, 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 the Authority, the County, the Agency Participants, and other sources that are believed by the Authority and County to be reliable. The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale of the Series 2013 Bonds made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Agency Participants, the County or the Authority since the date hereof. All summaries of the documents and laws are made subject to the provisions thereof and do not purport to be complete statements of any or all such provisions. Preparation of this Official Statement and its distribution have been duly authorized and approved by the Authority and the Agency Participants. The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

IN CONNECTION WITH THE OFFERING OF THE SERIES 2013 BONDS, THE UNDERWRITERS MAY OVER ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2013 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY OFFER AND SELL THE SERIES 2013 BONDS TO CERTAIN DEALERS, INSTITUTIONAL INVESTORS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE HEREOF AND SUCH PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements." Such statements are generally identifiable by the terminology used, such as "plan," "expect," "estimate," "budget" or other similar words. The achievement of certain results or other expectations contained in such forward-looking statements involve 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. Inevitably, some assumptions used to develop forward-looking statements will not be realized or unanticipated events or circumstances may occur. Therefore, investors should be aware that there are likely to be differences between forward-looking statements and actual results; those differences could be material. None of the Authority nor the Agency Participants plans 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. All statements other than statements of historical facts included in this Official Statement, including Appendices __ through __, including without limitation statements under the captions "THE PROJECT AREA" and "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS" regarding the financial position,

capital resources and status of the respective project areas are forward-looking statements. Although each Agency Participant believes that the expectations reflected in its Forward-Looking Statements are reasonable, no assurance can be given that such expectations will prove to be correct. Important factors which could cause actual results to differ materially from expectations of the respective Agency Participants (collectively, the "Cautionary Statements") are disclosed under the captions "LIMITATIONS ON TAX REVENUES" and "RISK FACTORS" and in Appendices __ through __ under the caption "SPECIAL RISK FACTORS." All forward-looking statements attributable to the Agency Participants are expressly qualified in their entirety by the Cautionary Statements.

CUSIP data herein is provided by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc., and is set forth herein for convenience of reference only. None of the Authority, the County, the Agency Participants, the Underwriters or the Financial Advisor assumes any responsibility for the accuracy of such numbers.

The County and each Agency Participant described in this Official Statement maintains a website. However, the information presented on such websites is not part of this Official Statement and should not be relied upon in making investment decisions with respect to the Series 2013 Bonds.

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OFFICIAL STATEMENT

COUNTY OF LOS ANGELES REDEVELOPMENT REFUNDING AUTHORITY

$_____*	$_____*
Tax Increment Revenue Refunding Bonds	**Tax Increment Revenue refunding Bonds**
Series 2013 __ (Tax Exempt)	**Series 2013 ___ (Federally Taxable)**

INTRODUCTION

This introduction contains only a brief summary of certain of the terms of the Series 2013 Bonds being offered, and a brief description of this Official Statement. All statements contained in this introduction are qualified in their entirety by reference to the entire Official Statement. References to, and summaries of, provisions of the Constitution and laws of the State of California (the "State") 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. All capitalized terms used in the forepart of this Official Statement and not otherwise defined herein have the respective meanings assigned to them in the Trust Agreement. See APPENDIX A – "SUMMARY OF TRUST AGREEMENT" attached hereto.

General

This Official Statement, including the cover page, the inside cover page and the appendices attached hereto (the "Official Statement"), provides certain information concerning the sale and issuance of the County of Los Angeles Redevelopment Refunding Authority Tax Increment Revenue Refunding Bonds, Series 2013 __ (Tax Exempt) (the "Series 2013A Bonds") and Tax Increment Revenue Refunding Bonds, Series 2013 ___ (Federally Taxable) (the "Series 2013B Bonds" and, together with the Series 2013A Bonds, the "Series 2013 Bonds"). The Series 2013 Bonds are being issued pursuant to the Trust Agreement, dated as of _____ 1, 2013 (the "Trust Agreement"), by and between the County of Los Angeles Redevelopment Refunding Authority (the "Authority") and [Trustee], as trustee (the "Trustee") and the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended from time to time.

For over 50 years, State law has provided for the creation of redevelopment agencies and redevelopment commissions in accordance with the Community Redevelopment Law (Part 1 of Division 24 of the California Health and Safety Code and referred to herein as the "Law"). Once created, each was authorized to transact business and exercise its powers, all under and pursuant to the Law, including the power to issue bonds and incur indebtedness for any of its corporate purposes. As part of an effort to address structural deficits in the State's general fund budgets for its fiscal years 2011-12 and 2012-13, the State Legislature and Governor serially enacted Assembly Bill X1 26 ("AB 26") and Assembly Bill 1484 ("AB 1484") as trailer bills necessary to implement provisions of the State's budget acts for such years.

In general, this legislation dissolved redevelopment agencies and redevelopment commissions ("Former RDAs") and provided for the assumption of defined enforceable obligations by successor agencies to such Former RDAs (the "Successor Agencies") under limited powers and authority. AB 1484 was enacted on June 27, 2012 as part of the Fiscal Year 2012-2013 State of California budget bill. AB 1484 modified and supplemented provisions of AB 26, including provisions related to the refunding of outstanding redevelopment agency bonds and other indebtedness, and the expenditure of remaining bond

* Preliminary, subject to change.

proceeds derived from redevelopment agency bonds issued on or before December 31, 2010. With respect to outstanding bonds and indebtedness, AB 1484 authorizes successor agencies to refund outstanding bonds or other indebtedness provided that (i) the total interest cost to maturity on the refunding bonds or other indebtedness plus the principal amount of the refunding bonds or other indebtedness shall not exceed the total remaining interest cost to maturity on the bonds or other indebtedness to be refunded plus the remaining principal of the bonds or other indebtedness to be refunded, and (ii) the principal amount of the refunding bonds or other indebtedness shall not exceed the amount required to defease the refunded bonds or other indebtedness, to establish customary debt service reserves, and to pay related costs of issuance.

The County of Los Angeles (the "County") has developed a program and caused the formation of the Authority to assist successor agencies to Former RDAs within the County to refund tax increment obligations pursuant to AB 1484 in order to provide debt service savings to such successor agencies and to increase property tax revenues available for distribution to affected taxing entities. In order to assist Agency Participants, the Authority will agree to facilitate debt service payments on the Local Obligation and to meet continuing disclosure requirement. [The Authority will agree, at the irrevocable direction of each Agency Participant, to transfer to an account of such Agency Participant, held by the respective Agency Trustee under the Agency Indenture, all amounts set forth in any duly approved Recognized Obligation Payment Schedule ("ROPS") with respect to principal and interest payments due on such Agency Participant's Local Obligations, any Compliance Costs related thereto and any deficiency in the Reserve Account established pursuant to such Local Obligations. Such transfers to the Agency Trustee shall be made only after accounting for any "true-up" adjustments on the related ROPS and the payment of unsubordinated pass-through obligations to local taxing entities, as provided for in Assembly Bill 1484 and Section 34183 of the California Health and Safety Code.] [With respect to continuing disclosure, the Authority will prepare and provide annual updates of the information contained in the tables included in this Official Statement with respect to property tax revenues, collections, any material delinquencies, principal taxpayers, and plan limit calculations and notices of enumerated events. Each respective Agency Participant will agree to be responsible for all remaining annual information required under the Continuing Disclosure Agreement. The Authority will act as Dissemination Agent and will file the annual reports and notices with the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access system ("EMMA").]

Concurrently with the issuance of the Series 2013 Bonds, the Agency Participants (as defined herein), each being a successor agency located in the County (each, an "Agency Participant" and, collectively, the "Agency Participants"), will issue one or more individual series of tax allocation refunding bonds (each a "Local Obligation" and, together, the "Local Obligations") pursuant to the respective indentures or supplements thereto, each dated as of _____ 1, 2013 (each an "Agency Indenture" and, together, the "Agency Indentures"), by and between a respective Agency Participant and the respective bank trustees (each, an "Agency Trustee"), the proceeds of which will be used to refund all or portion of certain bonds and indebtedness of such Agency Participants as more fully described herein. Proceeds of the Series 2013 Bonds will be used to purchase the Local Obligations. In certain instances, an Agency Participant may be issuing Local Obligations for separate redevelopment project areas. From time to time, and concurrently with the issuance of the Series 2013 Bonds, the Authority will issue series of refunding revenue bonds for the benefit of successor agencies, which may include some of the Agency Participants and one of their alternate redevelopment project areas.

The Series 2013 Bonds will be special, limited obligations of the Authority, payable from and secured by Revenues (as defined herein) of the Authority, consisting primarily of payments on the Local Obligations received by the Authority from the Agency Participants. Each series of Local Obligations will be payable from and secured by, designated property tax (formerly tax increment revenues) related to one or more redevelopment project areas of an Agency Participant, which will include, moneys deposited,

from time to time, in the related Redevelopment Property Tax Trust Fund ("RPTTF"), as provided in the California Health and Safety Code as more fully described herein. Collectively, such tax increment revenues subject to a pledge under an Agency Indenture are referred to herein as "[Pledged Tax Increment]"). Payments under the Local Obligations are calculated to be sufficient to permit the Authority to pay the principal of, premium, if any, and interest on the Series 2013 Bonds when due. The Local Obligations will be registered in the name of the Trustee and Local Obligation payments will be paid to the Trustee. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS."

Terms of the Series 2013 Bonds

The Series 2013 Bonds will be issued in denominations of $5,000 and any integral multiple thereof (the "Authorized Denominations"). The Series 2013 Bonds will be dated their date of delivery and are payable with respect to interest semiannually each [Interest Month] 1 and [Principal Month] 1, commencing on _____ 1, 20__.

The Series 2013 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 for the Series 2013 Bonds. Ownership interests in the Series 2013 Bonds may be purchased in book-entry form only. Principal of and interest on the Series 2013 Bonds will be paid by the Trustee to DTC or its nominee, which will in turn remit such payments to its Participants (defined herein) for subsequent disbursement to the Owners of the Series 2013 Bonds. See APPENDIX C – "BOOK-ENTRY ONLY SYSTEM" attached hereto.

The Series 2013 Bonds are subject to redemption prior to maturity, as described herein. See "THE SERIES 2013 BONDS – Redemption" herein.

Security and Sources of Payment for the Series 2013 Bonds

The Series 2013 Bonds are secured by a lien on and pledge of Revenues made in the Trust Agreement. Under the Trust Agreement, "Revenues" is defined to mean all amounts received by the Trustee as the payment of interest or redemption premium on, or the equivalent thereof, and the payment or return of principal of, or the equivalent thereof, all Local Obligations, whether as a result of scheduled payments or Prepayments or remedial proceedings taken in the event of a default thereon, and all investment earnings on any moneys held in the Funds or accounts established under the Trust Agreement, except the Rebate Fund.

The Series 2013 Bonds will be special obligations of the Authority, payable from and secured as to the payment of the principal thereof and the redemption premium, if any, and the interest thereon in accordance with their terms and the terms of the Trust Agreement, solely from the Trust Estate. The Series 2013 Bonds shall not constitute a charge against the general credit of the Authority or any of its members, and under no circumstances shall the Authority be obligated to pay principal of or redemption premium, if any, or interest on the Series 2013 Bonds except from the Trust Estate. Neither the State nor any public agency (other than the Authority) nor any member of the Authority is obligated to pay the principal of or redemption premium, if any, or interest on the Series 2013 Bonds, and neither the faith and credit nor the taxing power of the State or any public agency thereof or any member of the Authority is pledged to the payment of the principal of or redemption premium, if any, or interest on the Series 2013 Bonds. The payment of the principal of or redemption premium, if any, or interest on the Series 2013 Bonds does not constitute a debt, liability or obligation of the State or any public agency (other than the Authority) or any member of the Authority.

Each series of Local Obligations will be special obligations of the respective Agency Participant and are payable, as to interest thereon and principal thereof, exclusively from the [Pledged Tax Increment] under the related Agency Indenture, and the respective Agency Participant is not obligated to pay them except from such [Pledged Tax Increment]. Each series of Local Obligations is payable as set forth in the respective Agency Indenture, is not a debt of the related city, the County, the State of California or any other political subdivision of the State, and neither said city, the State, the County nor any of the State's other political subdivisions is liable therefor, nor in any event shall a series of Local Obligations be payable out of any funds or properties other than those of the respective Agency Participant pledged therefor as provided in the related Agency Indenture.

The Local Obligations each have their own payment schedule which, in the aggregate, has been sized to pay debt service on the Series 2013 Bonds. There is no cross-collateralization among the Local Obligations or the legal documents securing the Local Obligations. All obligations of the respective Agency Participant with respect to the Local Obligations are not general obligations of the related city, but are limited obligations of the Agency Participants, payable solely from the [Pledged Tax Increment] under the related Agency Indenture and the funds pledged therefor under the related Agency Indenture, as applicable.

APPENDIX A – "SUMMARY OF TRUST AGREEMENT" attached hereto. For information regarding the Agency Participants, see Appendices __ through __ under the caption "_____."

Reserve Accounts under Agency Indentures

Upon issuance of the each series of Local Obligations, the amount on deposit in the Reserve Account established under the respective Agency Indenture will be equal to the Reserve Requirement for such series of Local Obligations. No deposit need be made in any such Reserve Account so long as there will be on deposit therein a sum equal to the Reserve Account Requirement. For information regarding an Agency Participant's Reserve Fund, see Appendices __ through __ under the caption "_____." There is no cross collateralization of reserve accounts in support of payment on the Series 2013 Bonds.

Additional Bonds

The Trust Agreement does not authorize the issuance of additional bonds or parity debt. There is limited authority under the Agency Indentures for Agency Participants to issue additional bonds. The Dissolution Act in its current form does not permit an agency issuing bonds or incurring other indebtedness for purposes other than refunding existing enforceable obligations or outstanding bonds of the agency resulting in savings. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS" herein and Appendices ___ through ___.

The County

The County is located in the southern coastal portion of the State and covers 4,084 square miles. The County was established under an act of the State Legislature on February 18, 1850. It is the most populous county in the nation and is more populous than 43 states. The economy of the County is diversified and includes manufacturing, technology, world trade, financial services, motion picture and television production, and tourism.

The Authority

The Authority was formed pursuant to a Joint Exercise of Powers Agreement, dated August 6, 2013 (the "JPA Agreement"), by and between the County and the Los Angeles County Public Works Financing Authority, a joint exercise of powers authority formed pursuant to 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, to purchase certain local tax allocation obligations issued by any successor agencies to former community redevelopment agencies within the County as described in Section 34173 of the California Health and Safety Code, as amended, and other purposes, including refunding any of its then-outstanding bonds.

Continuing Disclosure

The Agency Participants and the Authority have covenanted for the benefit of Owners and any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Series 2013 Bonds (including persons holding Bonds through nominees, depositories or other intermediaries) (the "Beneficial Owners") to provide certain financial information and operating data relating to the Agency Participants by not later than [nine months] after the end of the respective Agency Participant's fiscal year (presently June 30) in each year commencing with its report for the 2012-13 fiscal year and to provide notices of the occurrence of certain enumerated events. See "CONTINUING DISCLOSURE" and APPENDIX B – "FORM OF CONTINUING DISCLOSURE AGREEMENT." For information regarding the Agency Participants, see Appendices __ through __ under the caption "_____."

REFUNDING OF AGENCY OBLIGATIONS

Proceeds of the Series 2013 Bonds will be used by the Authority to purchase the Local Obligations. The Local Obligations are being issued to refund the [Refunded Local Obligations] and net proceeds thereof will further fund a deposit to a reserve account under the respective Agency Indenture for the benefit of the Series 2013 Bonds and pay costs of issuance of the Local Obligations and the Series 2013 Bonds. The [Refunded Local Obligations] were originally issued by the respective Agency Participants, to finance or refinance improvements for the respective project areas, in the following amounts on the following dates and outstanding as of _____ 2013 for each Agency Participant as shown below.

Successor Agency Participant and Project Area	Local Obligation Amount	Refunded Indebtedness Amount	Final Maturity	Local Obligation as a Percentage of Series 2013 Bonds
Alhambra Redevelopment Agency (_____Project Area)	$		20__	
Claremont Redevelopment Agency (_____Project Area)			20__	
Covina Redevelopment Agency (_____Project Area)			20__	
CRA/LA (_____Project Area)			20__	
Lynwood Redevelopment Agency (_____Project Area)			20__	
Montebello Redevelopment Agency (_____Project Area)			20__	
Monterey Park Redevelopment Agency (_____Project Area)			20__	
South Gate Redevelopment Agency (_____Project Area)			20__	
West Hollywood Redevelopment Agency (_____Project Area)	_____	_____	20__	_____
TOTALS				

On the date of issuance of the Local Obligations, a portion of the proceeds will be transferred to an escrow agent (each, an "Escrow Agent") for each respective series of [Refunded Local Obligations] for deposit into an Escrow Fund established for the [Refunded Local Obligations], under an Escrow Agreement dated as of _____ 1, 2013 (each, an "Escrow Agreement") by and between the respective Agency Participant and the Escrow Agent. The amount deposited under the Escrow Agreement, together with other available moneys, will be held uninvested, or invested in certain federal securities and irrevocably pledged for the payment of the related [Refunded Local Obligations] on _____ __, 2013, as applicable.

The amounts held and invested by the Escrow Agent for the respective [Refunded Local Obligations] in the Escrow Fund are pledged solely to the payment of amounts due and payable by any Agency Participant under the respective [Refunded Local Obligations]. Neither the funds deposited in the Escrow Fund for the [Refunded Local Obligations] nor the interest on the invested funds will be available for the payment of debt service on the Local Obligations or the Series 2013 Bonds.

See "ESTIMATED SOURCES AND USES OF FUNDS" below. See also "VERIFICATION OF MATHEMATICAL ACCURACY" below.

For information regarding the Agency Participants, see Appendices __ through __ under the caption "_____."

ESTIMATED SOURCES AND USES OF PROCEEDS OF THE SERIES 2013 BONDS

The proceeds of the Series 2013 Bonds are expected to be applied approximately as set forth below. Costs of issuance, which includes legal fees, printing costs, rating agency fees, underwriters' discount, and other miscellaneous expenses will be paid from proceeds of the Local Obligations.

	Series 2013A Bonds	Series 2013B Bonds	Total
Sources of Funds:			
Principal Amount of the Series 2013 Bonds			
Net Original Issue Premium			
TOTAL SOURCES			
Uses of Funds:			
Purchase of Local Obligations			
Amounts Allocated to Refunding			
Amounts Allocated to Reserve Accounts			
Amounts Allocated to Costs of Issuance[1]			
TOTAL USES			

[1] Includes underwriters' discount, trustee and escrow fees, rating agency fees, bond counsel fees, financial advisor fees, printing costs and other miscellaneous expenses.

DEBT SERVICE SCHEDULE

The following table sets for the debt service schedules and aggregate debt service for the Series 2013__ Bonds and the Series 2013__ Bonds, assuming no prepayments or redemptions. Each series of Local Obligations has their own payment schedule which, in the aggregate, have been sized to equal debt service on the Series 2013 Bonds.

	Series 2013__ Bonds		Series 2013__ Bonds		
Fiscal Year	**Principal**	**Interest**	**Principal**	**Interest**	**Total**
2014					
2015					
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
Totals					

THE SERIES 2013 BONDS

The following is a summary of certain provisions of the Series 2013 Bonds. Reference is made to the Series 2013 Bonds for the complete text thereof and to the Trust Agreement for a more detailed description of such provisions. The discussion herein is qualified by such reference.

Authority for Issuance

The Series 2013 Bonds will be special, limited obligations of the Authority payable from and secured by payments made under the Local Obligations. The Local Obligations will be purchased by the Authority pursuant to the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code, as amended from time to time (the "Marks-Roos Law"). The Series 2013 Bonds are being issued pursuant to the provisions of the Marks-Roos Law, a Resolution adopted by the Authority and the Trust Agreement. The Local Obligations will be registered in the name of the Trustee and will be pledged under the Trust Agreement to secure payment of the Series 2013 Bonds.

General

The Series 2013 Bonds will be issued in denominations of $5,000 and any integral multiple thereof. The Series 2013 Bonds will be dated their date of delivery and are payable with respect to interest semiannually each [Interest Month] 1 and [Principal Month] 1, commencing on _____ 1, 20__. Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Series 2013 Bonds will be delivered in fully-registered form only, and when delivered, will be registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository for the Series 2013 Bonds. Ownership interests in the Series 2013 Bonds may be purchased in book-entry form only. Principal of and interest and premium, if any, on the Series 2013 Bonds will be paid by the Trustee to DTC or its nominee, which will in turn remit such payments to its Participants (defined herein) for subsequent disbursement to the Owners of the Series 2013 Bonds. See APPENDIX C – "BOOK-ENTRY ONLY SYSTEM" attached hereto.

The principal of and redemption premium, if any, and interest on the Series 2013 Bonds will be payable by check in lawful money of the United States of America. The Series 2013 Bonds will be issued as fully registered bonds in Authorized Denominations and will be numbered as the Authority will determine. The Series 2013 Bonds will bear interest from their date of initial delivery. Payment of the interest on any Bond will be made to the Person whose name appears on the Bond Register as the Owner thereof as of the Record Date, such interest to be paid by check mailed by first class mail on the Interest Payment Date to the Owner at the address which appears on the Bond Register as of the Record Date for that purpose; except that in the case of an Owner of one million dollars ($1,000,000) or more in aggregate principal amount of Bonds, upon written request of such Owner to the Trustee, in form satisfactory to the Trustee, received not later than the Record Date, such interest will be paid on the Interest Payment Date in immediately available funds by wire transfer. The principal of and redemption premium, if any, on the Series 2013 Bonds will be payable at the Principal Corporate Trust Office of the Trustee upon presentation and surrender of such Bonds. Notwithstanding the foregoing, so long as DTC or its nominee is the registered owner of the Bonds, interest payments will be made as described in APPENDIX C – "BOOK-ENTRY ONLY SYSTEM" attached hereto.

Redemption

Mandatory Redemption from Sinking Fund Installments. The Series 2013 Bonds maturing on [Principal Month] 1, 20__ are subject to mandatory redemption in part by lot on [Principal Month] 1 in each year commencing [Principal Month] 1, 20__, at the principal amount thereof plus accrued interest thereon to the date fixed for redemption in accordance with the following schedule:

Redemption Date ([Principal Month] 1)	Principal Amount
*	

* Stated Maturity

The Series 2013 Bonds maturing on [Principal Month] 1, 20__ are also subject to mandatory redemption in part by lot on [Principal Month] 1 in each year commencing [Principal Month] 1, 20__, at the principal amount thereof plus accrued interest thereon to the date fixed for redemption in accordance with the following schedule:

Redemption Date ([Principal Month] 1)	Principal Amount
*	

* Stated Maturity

In the event that Series 2013 Bonds subject to mandatory redemption from Sinking Fund Installments are redeemed in part prior to their stated maturity date from any moneys other than Principal Installments, the remaining Principal Installments for such Series 2013 Bonds will be reduced as directed by the Authority.

Mandatory Redemption from Optional Agency Participant Prepayments. The Series 2013 Bonds will be subject to mandatory redemption on or after _____ 1, 20__, in whole or in part on any date, from and to the extent of any Prepayments with respect to the Local Obligations, at a redemption price equal to the principal amount of the Series 2013 Bonds to be redeemed, without premium, plus accrued interest thereon to the date of redemption. For a summary of terms of redemption of the each respective Local Obligations, see Appendices __ through __.

Each Agency Indenture provides, in order to effect such optional redemption of respective Local Obligations, that the respective Agency Participant will deliver to the respective Agency Trustee (i) a Written Request of each Agency Participant specifying (A) the maturity or maturities, and the principal amount or amounts (or portion thereof), of the Callable Series 2013 Bonds to be mandatorily redeemed from such Prepayment, (B) the date on which such Callable Series 2013 Bonds are to be mandatorily redeemed from such Prepayment (which redemption date will be a date on which such Callable Series 2013 Bonds are subject to mandatory redemption from optional Agency Participant prepayments (the "Prepayments") pursuant to the Trust Agreement, (C) the amount of each mandatory sinking fund installment for the Series 2013 Bonds to be Outstanding after the date of such mandatory redemption from such Prepayments, and (D) the amount of the Prepayment (or redemption price) necessary to cause such mandatory redemption of such Callable Series 2013 Bonds, and (ii) a Cash Flow Certificate of an Independent Financial Consultant (A) demonstrating that, if such Prepayment is allocated and applied to the redemption of respective Local Obligations as provided in the paragraph immediately below, the debt service on the respective Local Obligations, together with the debt service payable on all other Local Obligations (as defined in the Trust Agreement), payable on each Interest Payment Date after such redemption date will be sufficient, but not materially more than sufficient, to pay debt service on the Series 2013 Bonds to be Outstanding on such Interest Payment Date, (B) specifying the principal amount, as of such redemption date, of the respective Local Obligations, or portion thereof, to the optional

redemption of which such Prepayment is to be allocated and applied as provided in the paragraph immediately below, (C) specifying the amount of the redemption premium, if any, to be paid in connection with such optional redemption of such respective Local Obligations, or portion thereof, to which such Prepayment is to be allocated and applied as provided in the paragraph immediately below, and (D) specifying the principal amount, and the amount of each mandatory sinking fund installment, as of such redemption date, of each respective Agency Refunding Bond that will remain Outstanding if such Prepayment is allocated and applied to the redemption of respective Local Obligations on such redemption date as provided in the paragraph immediately below, which Written Request of each Agency Participant and Cash Flow Certificate of such Independent Financial Consultant will be delivered to the respective Agency Trustee at least 35 days prior to such redemption date, or such later date as will be acceptable to the respective Agency Trustee.

No later than three (3) Business Day preceding the date specified in a Written Request of the related Agency Participant delivered pursuant to the paragraph immediately above as the date on which Callable Series 2013 Bonds are to be mandatorily redeemed from Prepayments pursuant to the Trust Agreement, the respective Agency Participant will deliver to the respective Agency Trustee an amount equal to the amount of the Prepayment specified in such Written Request of the respective Agency Participant and, on such redemption date, the respective Agency Trustee will pay such amount to the Trustee, on behalf of the owners of such Callable Series 2013 Bonds. Upon the payment by the respective Agency Trustee to the Trustee of such amount representing such Prepayment (i) the respective Local Obligations, or portion thereof, debt service on which would have, after such redemption date, been applied to the payment of debt service on such Callable Series 2013 Bonds will, as of such redemption date, be deemed to have been optionally redeemed pursuant to the respective Agency Indenture, and will be considered to have been optionally redeemed pursuant to the respective Agency Indenture, in an amount equal to the principal amount of such respective Local Obligations, or portion thereof, as of such redemption date, and (ii) the remainder of (A) such Prepayment, less (B) accrued interest, if any, thereon and such principal amount of such respective Local Obligations, or portion thereof, as of such redemption date, will be deemed to be, and will be considered to be, the redemption premium paid in connection with such optional redemption of such respective Local Obligations, or portion thereof.

The Authority will give the Trustee written notice of the redemption of Series 2013 Bonds from Prepayments not less than 45 days prior to the applicable redemption date, unless a later date is agreed to by the Trustee. Such written notice will be accompanied by the Written Request of each Agency Participant (as defined in the Agency Indenture) required to be delivered to, and the Cash Flow Certificate of an Independent Financial Consultant required to be filed pursuant to the respective Agency Indenture, and no such redemption of Series 2013 Bonds will occur unless such written notice is so accompanied by such Written Request of each Agency Participant and such Cash Flow Certificate of an Independent Financial Consultant. In the event that the Agency Trustee will mail notice of the redemption of any Local Obligations that will produce Prepayments with respect to Local Obligations, the Trustee will concurrently mail notice of the redemption of Series 2013 Bonds from Prepayments, such redemption to occur on the date fixed for such redemption of such Local Obligations. On the date of such redemption of the Local Obligations, the proceeds of such redemption will be applied by the Trustee to pay the redemption price of Series 2013 Bonds from Prepayments.

Mandatory Redemption as a Result of Acceleration. The Series 2013 Bonds will be subject to mandatory redemption, in whole or in part on any date, from and to the extent of any amounts received with respect to any Local Obligations as a result of the acceleration of amounts due on such Local Obligations upon an event of default thereunder, at a redemption price equal to the principal amount of the Series 2013 Bonds to be redeemed, without premium, plus accrued interest thereon to the date of redemption. Whenever less than all of the Series 2013 Bonds are to be redeemed as a result of acceleration, the Trustee will, on or prior to the redemption date, receive a Cash Flow Certificate

specifying the maturity or maturities of Series 2013 Bonds to be redeemed and showing that the remaining payments of principal of and interest on Local Obligations, together with other Revenues available to the Trustee, will be sufficient to pay on a timely basis the principal of and the interest on the Series 2013 Bonds not so redeemed when due.

Notice of Redemption. In the case of any redemption of Bonds, the Trustee will give notice under the Trust Agreement that Bonds, identified by CUSIP numbers, serial numbers and maturity date, have been called for redemption and, in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof that has been called for redemption (or if all the Outstanding Bonds are to be redeemed, so stating, in which event such serial numbers may be omitted), that they will be due and payable on the date fixed for redemption (specifying such date) upon surrender thereof at the Principal Corporate Trust Office, at the redemption price (specifying such price), together with any accrued interest to such date, and that all interest on the Series 2013 Bonds, or portions thereof, so to be redeemed will cease to accrue on and after such date and that from and after such date such Bond or such portion will no longer be entitled to any lien, benefit or security under the Trust Agreement, and the Owner thereof will have no rights in respect of such redeemed Bond or such portion except to receive payment from such moneys of such redemption price plus accrued interest to the date fixed for redemption.

Such notice will be mailed by first class mail, postage prepaid, at least twenty (20) but not more than sixty (60) days before the date fixed for redemption, to the Security Depository, the MSRB and the Owners of such Bonds, or portions thereof, so called for redemption, at their respective addresses as the same will last appear on the Bond Register. No notice of redemption need be given to the Owner of a Bond to be called for redemption if such Owner waives notice thereof in writing, and such waiver is filed with the Trustee prior to the redemption date. Neither the failure of an Owner to receive notice of redemption of Bonds under the Trust Agreement nor any error in such notice will affect the validity of the proceedings for the redemption of Bonds.

Any notice of redemption may be expressly conditional and may be rescinded by Written Order given to the Trustee not later than five (5) days prior to the date fixed for redemption. Upon receipt of such Written Order, the Trustee will promptly mail notice of such rescission to the same parties that were mailed the original notice of redemption.

Selection of Bonds for Redemption. Whenever less than all the Outstanding Bonds of any one maturity are to be redeemed on any one date, the Trustee will select the particular Bonds to be redeemed by lot and in selecting the Series 2013 Bonds for redemption the Trustee will treat each Bond of a denomination of more than five thousand dollars ($5,000) as representing that number of Bonds of five thousand dollars ($5,000) denomination which is obtained by dividing the principal amount of such Bond by five thousand dollars ($5,000), and the portion of any Bond of a denomination of more than five thousand dollars ($5,000) to be redeemed will be redeemed in an Authorized Denomination. The Trustee will promptly notify the Authority in writing of the numbers of the Series 2013 Bonds so selected for redemption in whole or in part on such date.

Payment of Redeemed Bonds. If notice of redemption has been given as summarized above, or waived, each as provided in the Trust Agreement, the Series 2013 Bonds or portions thereof called for redemption will be due and payable on the date fixed for redemption at the redemption price thereof, together with accrued interest to the date fixed for redemption, upon presentation and surrender of the Series 2013 Bonds to be redeemed at the office specified in the notice of redemption. If there will be called for redemption less than the full principal amount of a Bond, the Authority will execute and deliver and the Trustee will authenticate, upon surrender of such Bond, and without charge to the Owner thereof, Bonds of like interest rate and maturity in an aggregate principal amount equal to the unredeemed portion

of the principal amount of the Series 2013 Bonds so surrendered in such Authorized Denominations as will be specified by the Owner.

If any Bond or any portion thereof will have been duly called for redemption and payment of the redemption price, together with unpaid interest accrued to the date fixed for redemption, will have been made or provided for by the Authority, then interest on such Bond or such portion will cease to accrue from such date, and from and after such date such Bond or such portion will no longer be entitled to any lien, benefit or security under the Trust Agreement, and the Owner thereof will have no rights in respect of such Bond or such portion except to receive payment of such redemption price, and unpaid interest accrued to the date fixed for redemption.

Purchase in Lieu of Redemption. In lieu of redemption of any Series 2013 Bond, amounts on deposit in the Principal Fund or in the Redemption Fund may also be used and withdrawn by the Trustee at any time prior to selection of Series 2013 Bonds for redemption having taken place with respect to such amounts, upon a Written Order for the purchase of such Series 2013 Bonds at public or private sale as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Fund) as the Authority may in its discretion determine, but not in excess of the redemption price thereof plus accrued interest to the purchase date. All Series 2013 Bonds so purchased will be delivered to the Trustee for cancellation.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS

Special Obligations

The Series 2013 Bonds will be special obligations of the Authority, payable from and secured as to the payment of the principal thereof and the redemption premium, if any, and the interest thereon in accordance with their terms and the terms of the Trust Agreement, solely from the Trust Estate. The Series 2013 Bonds shall not constitute a charge against the general credit of the Authority or any of its members, and under no circumstances shall the Authority be obligated to pay principal of or redemption premium, if any, or interest on the Series 2013 Bonds except from the Trust Estate. Neither the State nor any public agency (other than the Authority) nor any member of the Authority is obligated to pay the principal of or redemption premium, if any, or interest on the Series 2013 Bonds, and neither the faith and credit nor the taxing power of the State or any public agency thereof or any member of the Authority is pledged to the payment of the principal of or redemption premium, if any, or interest on the Series 2013 Bonds. The payment of the principal of or redemption premium, if any, or interest on the Series 2013 Bonds does not constitute a debt, liability or obligation of the State or any public agency (other than the Authority) or any member of the Authority.

Each series of Local Obligations will be special obligations of the respective Agency Participant and are payable, as to interest thereon and principal thereof, exclusively from the respective [Pledged Tax Increment], and funds on deposit in certain funds and account established under the related Agency Indenture, and the respective Agency Participant is not obligated to pay such principal and interest except from such [Pledged Tax Increment]. Each series of Local Obligations is payable as set forth in the respective Agency Indenture, is not a debt of the related city, the County, the State of California or any other political subdivision of the State, and neither said city, the State, the County nor any of the State's other political subdivisions is liable therefor, nor in any event shall a series of Local Obligations be payable out of any funds or properties other than those of the respective Agency Participant pledged therefor as provided in the related Agency Indenture.

The Local Obligations each have their own payment schedule which, in the aggregate, have been sized to pay debt service on the Series 2013 Bonds. There is no cross-collateralization among the Local

Obligations or the legal documents securing the Local Obligations. All obligations of the respective Agency Participant with respect to the Local Obligations are not general obligations of the related city, but are limited obligations of the Agency Participants, payable solely from the [Pledged Tax Increment] under the related Agency Indenture and the funds pledged therefor under the related Agency Indenture, as applicable.

[The Authority will agree, at the irrevocable direction of each Agency Participant, to transfer to an account of each Agency Participant, held by the Agency Trustee under the related Agency Indenture, all amounts set forth in any duly approved ROPS with respect to principal and interest payments due on the Agency Participant's Local Obligations, any Compliance Costs related thereto and any deficiency in the Reserve Account established pursuant to such Local Obligations. Such transfers to the Agency Trustee shall be made only after accounting for any "true-up" adjustments on the ROPS and the payment of unsubordinated pass-through obligations to local taxing entities, as provided for in Assembly Bill 1484 and Section 34183 of the California Health and Safety Code.]

Tax Increment Revenues

Under California law, the rate of *ad valorem* property taxes which may be levied with respect to property within a project area is generally limited to 1% of the "full cash" assessed value. In this Official Statement and in Appendices ___ through ___ such taxes are referred to as the "general levy" and are allocated to the State, the County, the related city and all other taxing entities having jurisdiction over all or a portion of the respective redevelopment project area. The assessed values of property within such project area, as last equalized prior to adoption of the redevelopment plan, is the "base year" assessed values (the "Base Year").

Pursuant to subdivision (b) of Section 33670 of the Law and Section 16 of Article XVI of the Constitution of the State and as provided in the related redevelopment plan, taxes levied upon taxable property in the respective redevelopment project area each year by or for the benefit of the State, any city, county, city and county, district, or other public corporation (herein sometimes collectively called "taxing agencies") after the effective date of the ordinance approving such related redevelopment plan, or the respective effective dates of ordinances approving amendments to such related redevelopment plan that added territory to the respective redevelopment project area, as applicable, are to be divided as follows:

(a) *To Taxing Agencies*: That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the total sum of the assessed value of the taxable property in the respective redevelopment project area as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency last equalized prior to the effective date of the ordinance adopting the related redevelopment plan, or the respective effective dates of ordinances approving amendments to the related redevelopment plan that added territory to the respective redevelopment project area, as applicable (each, a "base year valuation"), will be allocated to, and when collected will be paid into, the funds of the respective taxing agencies as taxes by or for the taxing agencies on all other property are paid; and

(b) *To the Prior Agency*: Except for that portion of the taxes in excess of the amount identified in (a) above which are attributable to a tax rate levied by a taxing agency for the purpose of producing revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness approved by the voters of the taxing agency on or after January 1, 1989 for the acquisition or improvement of real property, which portion will be allocated to, and when collected will be paid into, the fund of that taxing agency, that portion of the levied taxes each year in excess of such amount, annually allocated within the Plan Limit following the Delivery Date, when collected will be paid into a special fund of the former redevelopment agency. Section 34172 of the

Dissolution Act provides that, for purposes of Section 16 of Article XVI of the State Constitution, the RPTTF will be deemed to be a special fund of the Agency Participants to pay the debt service on indebtedness incurred by the former redevelopment agencies or each of the Agency Participants to finance or refinance the redevelopment projects of the former redevelopment agencies.

That portion of the levied taxes described in paragraph (b) above, less amounts deducted pursuant to Section 34183(a) of the Dissolution Act for permitted administrative costs of the County Auditor-Controller, constitute the amounts required under the Dissolution Act to be deposited by the County Auditor-Controller into the RPTTF. In addition, Section 34183 of the Dissolution Act effectively eliminates the January 1, 1989 date from paragraph (b) above.

Taxes are due in two equal installments. Installments of taxes levied upon secured property become delinquent on December 10 and April 10. Taxes on unsecured property are due March 1 and become delinquent August 31. As of February 1, 2012, the allocation of tax increment revenue was dictated by the legislation adopted as AB 26. Revenue to Successor Agencies is now made on January 2 and June 1 of each fiscal year. All tax increment revenue is accumulated by the County Auditor-Controller in the RPTTF for allocation on these two dates. The tax increment revenue available for allocation on January 1 consists of revenues collected after June 1 of the previous fiscal year and for collections in November and December of the current fiscal year. The tax increment revenues available for allocation on June 1 include revenues collected from January 1 to June 1 of the current fiscal year.

From the amounts accumulated in the RPTTF for each allocation date, the County Auditor-Controller is to deduct its own administrative charges and is to calculate and deduct amounts (if not subordinated) owed to taxing entities for tax sharing agreements entered into pursuant to Section 33401 of the Law and for statutory tax sharing obligations required by Sections 33607.5 and 33607.7 of the Law. The amount remaining after these reductions, if any, will be available for payment by the respective Agency Participant of debt obligations of the former redevelopment agency.

Previously, Section 33675 of the Law required the Former RDA to file a statement of indebtedness certified by the Former RDA for each redevelopment plan which provides for the allocation of taxes. The statement of indebtedness was required to contain the date on which the bonds were delivered, the principal amount, term, purposes and interest rate of the bonds and the outstanding balance and amount due on the bonds. Similar information was required to be given for each loan, advance or indebtedness that the Former RDA had incurred or entered into which is payable from tax increment. Section 33675 also provided that payments of tax increment revenues from the County Auditor to the Former RDA could not exceed the amounts shown on the Former RDA's statement of indebtedness. The Dissolution Act eliminates this requirement and provides that, commencing on the date the first Recognized Obligation Payment Schedule (ROPS) is valid, the ROPS supersedes the statement of indebtedness previously required under the Law, and commencing from such date, the statement of indebtedness will no longer be prepared nor have any effect under the Law (see "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS – Recognized Obligation Payment Schedule").

Prior to receiving revenues on January 2 and June 1, the respective Agency Participant must adopt a ROPS that lists the debt obligations of the former redevelopment agency that must be paid during the upcoming six month periods of January 1 through June 30 and July 1 through December 31. There is provision in the legislation for a respective Agency Participant to request additional amounts in one ROPS payment to allow it to make payments that may be beyond the revenues available in the upcoming allocation cycle. The ROPS must be approved by an Oversight Board that is established in the legislation with membership consisting of representatives from various taxing entities. The ROPS must also receive approval from the State Department of Finance (the "DOF").

Each respective Agency Participant is entitled to receive an amount to cover the administrative costs of winding down the business of the former redevelopment agency. This amount is set by the legislation at a minimum $250,000 per year and a maximum that is 3% of the amount allocated from the RPTTF. To the extent that revenues are insufficient to pay all of the approved ROPS obligations, each respective Agency Participant's administrative allowance will be reduced or eliminated.

As to each respective Agency Participant, if there are RPTTF amounts remaining after reductions for county administrative charges, pass through obligations, ROPS obligations and the respective Agency Participant's administrative allowance, these remainder amounts are referred to as Residual Revenue. Residual Revenue for each allocation cycle is proportionately allocated to the taxing entities and to the Educational Revenue and Augmentation Fund ("ERAF").

Each of the Agency Participants has no power to levy and collect taxes, and any provision of law limiting property taxes or allocating additional sources of income to taxing agencies and having the effect of reducing the property tax rate must necessarily reduce the amount of tax increment revenues and, accordingly, [Pledged Tax Increment] that would otherwise be available to pay debt service on the respective Local Obligations. Likewise, broadened property tax exemptions could have a similar effect (see "LIMITATIONS ON TAX REVENUES" and "RISK FACTORS" below).

Conversely, any increase in the present tax rate or assessed valuation, or any reduction or elimination of present property tax exemptions, would increase the [Pledged Tax Increment] available to pay debt service on the respective Local Obligations (see "LIMITATIONS ON TAX REVENUES" and "RISK FACTORS" for discussion of the Constitutional constraints of increasing tax rates and assessed valuation).

The Dissolution Act requires the County Auditor-Controller to determine the amount of property taxes that would have been allocated to the Former RDA had the Former RDA not been dissolved pursuant to the operation of AB 26, using current assessed values on the last equalized roll on August 20, and to deposit that amount in the Redevelopment Property Tax Trust Fund for each of the Agency Participants established and held by the County Auditor-Controller (the "Redevelopment Property Tax Trust Fund" or "RPTTF") pursuant to the Dissolution Act. The Dissolution Act provides that any bonds authorized under its terms to be issued by each of the Agency Participants will be considered indebtedness incurred by the dissolved RDA, with the same legal effect as if the bonds had been issued prior to effective date of AB 26, in full conformity with the applicable provision of the Law that existed prior to that date, and will be included in each of the Agency Participant's ROPS. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS – Recognized Obligation Payment Schedule."

The Dissolution Act further provides that bonds authorized under its terms to be issued by each of the Agency Participants will be secured by a pledge of, and lien on, and will be repaid from moneys deposited from time to time in the RPTTF, and that property tax revenues pledged to any bonds authorized under the Dissolution Act, such as the respective Local Obligations, are taxes allocated to each of the Agency Participants pursuant to the provisions of the Law and the State Constitution which provided for the allocation of tax increment revenues under the Law, as described in the foregoing paragraph.

[Review any Parity Bond and Senior Bond Limitations on Flow of Revenues to Local Obligations]

[In accordance with the Dissolution Act, the respective Local Obligations will be payable from and secured by, and [Pledged Tax Increment] will generally include, moneys deposited, from time to

time, in the RPTTF, as provided in paragraph (2) of subdivision (a) of the California Health and Safety Code Section 34183. If, and to the extent, that the provisions of Section 34172 or paragraph (2) of subdivision (a) of Section 34183 are invalidated by a final judicial decision, then Pledged Tax Revenues will include all tax revenues allocated to the payment of indebtedness pursuant to the California Health and Safety Code Section 33670 or such other section as may be in effect at the time providing for the allocation of tax increment revenues in accordance with Article XVI, Section 16 of the California Constitution, which prior to the adoption of the Dissolution Act were required to be deposited into the respective Former RDA's low and moderate income housing fund pursuant to Sections 33334.2, 33334.3 and 33334.6 of the Law.]

[Taxes levied on the property within a respective project area on that portion of the taxable valuation over and above the taxable valuation of the applicable base year property tax roll with respect to the various territories within such project area, to the extent they constitute [Gross Tax Revenues], as further described in Appendices __ through ___, respectively, will be deposited in the RPTTF for transfer by the County Auditor-Controller to the respective Agency Participant's Redevelopment Obligation Retirement Fund on January 2 and June 1 of each year to the extent required for payments listed in the respective Agency Participant's ROPS in accordance with the requirements of the Dissolution Act (see "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS – Recognized Obligation Payment Schedule"). Monies deposited by the County Auditor-Controller into each of the Agency Participant's Redevelopment Obligation Retirement Fund will be transferred by each of the Agency Participants to the Trustee for deposit in the Debt Service Fund established under the respective Agency Indenture and administered by the Trustee in accordance with the respective Agency Indenture.

Each of the Agency Participants has no power to levy and collect taxes, and various factors beyond its control could affect the amount of [Pledged Tax Revenues] available in any six-month period to pay the principal of and interest indebtedness including, without limitation, the respective Local Obligations (see "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS – Tax Allocation Financing" and "– Recognized Obligation Payment Schedule" and "SPECIAL RISK FACTORS").

Tax Allocation Financing

Prior to the enactment of AB 26, the Law authorized the financing of redevelopment projects through the use of tax increment revenues. This method provided that the taxable valuation of the property within a redevelopment project area on the property tax roll last equalized prior to the effective date of the ordinance which adopts the redevelopment plan becomes the base year valuation. Assuming the taxable valuation never drops below the base year level, the taxing agencies thereafter received that portion of the taxes produced by applying then current tax rates to the base year valuation, and the redevelopment agency was allocated the remaining portion produced by applying then current tax rates to the increase in valuation over the base year. Such tax increment revenues allocated to a redevelopment agency were authorized to be pledged to the payment of agency obligations.

The Dissolution Act authorizes refunding bonds, including the respective Local Obligations, to be secured by a pledge of monies deposited from time to time in a RPTTF held by a county auditor-controller with respect to a successor agency, which are equivalent to the tax increment revenues that were formerly allocated under the Law to the redevelopment agency and formerly authorized under the Law to be used for the financing of redevelopment projects, less amounts deducted pursuant to Section 34183(a) of the Dissolution Act for permitted administrative costs of the county auditor-controller. Under the respective Agency Indenture, Pledged Tax Increment consists, as to each Agency Participant, of the amounts deposited from time to time in the RPTTF established pursuant to and as provided in the Dissolution Act. Successor agencies have no power to levy property taxes and must look specifically to

the allocation of taxes as described above. See "LIMITATIONS ON TAX REVENUES" and "RISK FACTORS" in the forepart of this Official Statement.

Prior to the dissolution of redevelopment agencies, tax increment revenues from one project area could not be used to repay indebtedness incurred for another project area. However, the Dissolution Act has only required that county auditor-controllers establish a single RPTTF with respect to each former redevelopment agency within the respective county. Additionally, the Dissolution Act now requires that all revenues equivalent to the amount that would have been allocated as tax increment to the former redevelopment agency will be allocated to the RPTTF of the applicable successor agency, and this requirement does not require funds derived from separate project areas of a former redevelopment agency to be separated. In effect, in situations where a former redevelopment agency had established more than one redevelopment project area, the Dissolution Act combines the property tax revenues derived from all project areas into a single trust fund, the RPTTF, to repay indebtedness of the former redevelopment agency or the successor agency. To the extent the documents governing outstanding bonds of a redevelopment agency have pledged revenues derived from a specific project area, the Dissolution Act states, "It is the intent ... that pledges of revenues associated with enforceable obligations of the former redevelopment agencies are to be honored. It is intended that the cessation of any redevelopment agency will not affect either the pledge, the legal existence of that pledge, or the stream of revenues available to meet the requirements of the pledge." The implications of these provisions of the Dissolution Act are not entirely clear when a former redevelopment agency has established more than one redevelopment project area.

The Law authorized redevelopment agencies to make payments to school districts and other taxing agencies to alleviate any financial burden or detriments to such taxing agencies caused by a redevelopment project as described, respectively, in Appendices __ through __ under the caption "_____." Negotiated agreements for this purpose are generally described as pass-through or tax sharing agreements ("Pass-Through Agreements" in the forepart of this Official Statement). Additionally, Section 33607.5 and 33607.7 of the Law required mandatory tax sharing applicable to redevelopment projects adopted after January 1, 1994, or amended thereafter in certain manners specified in such statutes (the "Statutory Pass-Through Amounts" in the forepart of this Official Statement). The Dissolution Act requires the county auditor-controller to distribute from the RPTTF amounts required to be distributed under the Pass-Through Agreements and for Statutory Pass-Through Amounts to the taxing entities for each six-month period before amounts are distributed by the county auditor-controller from the RPTTF to each of the Agency Participant's Redevelopment Obligation Retirement Fund each January 2 and June 1, unless (i) pass-through payment obligations have previously been made subordinate to debt service payments for the bonded indebtedness of the dissolved agency, as succeeded by each of the Agency Participants, (ii) each of the Agency Participants has reported, no later than the December 1 and May 1 preceding the January 2 or June 1 distribution date, that the total amount available to each of the Agency Participants from the RPTTF allocation to each of the Agency Participant's Redevelopment Obligation Retirement Fund, from other funds transferred from the dissolved agency, and from funds that have or will become available through asset sales and all redevelopment operations is insufficient to fund each of the Agency Participant's enforceable obligations, pass-through payments, and each of the Agency Participant's administrative cost allowance for the applicable six-month period, and (iii) the State Controller has concurred with each of the Agency Participants that there are insufficient funds for such purposes for the applicable six-month period.

If the requirements stated in clauses (i) through (iii) of the foregoing paragraph have been met, the Dissolution Act provides for certain modifications in the distributions otherwise calculated to be distributed for such six-month period. To provide for calculated shortages to be paid to each of the Agency Participants for enforceable obligations, the amount of the deficiency will first be deducted from the residual amount otherwise calculated to be distributed to the taxing entities under the Dissolution Act

after payment of each of the Agency Participant's enforceable obligations, pass-through payments, and each of the Agency Participant's administrative cost allowance. If such residual amount is exhausted, the amount of the remaining deficiency will be deducted from amounts available for distribution to each of the Agency Participants for administrative costs for the applicable six-month period in order to fund the enforceable obligations. Finally, funds required for servicing bond debt may be deducted from the amounts to be distributed under Pass-Through Agreements and for Statutory Tax Sharing Amounts, in order to be paid to each of the Agency Participants for enforceable obligations, but only after the amounts described in the previous two sentences have been exhausted. The Dissolution Act provides for a procedure by which each of the Agency Participants may make Statutory Tax Sharing Amounts subordinate to the respective Local Obligations; [however, each of the Agency Participants has determined to not undertake such procedure, and therefore, Statutory Tax Sharing Amounts are not subordinate to the respective Local Obligations [but maybe subordinate to senior or parity obligations]. See Appendices __ through __ under the caption "_____." None of the Agency Participants can guarantee that this process prescribed by the Dissolution Act of administering the tax increment revenues and the subordinations provided in the Pass-Through Agreements will effectively result in adequate tax increment revenues for the payment of principal and interest on the respective Local Obligations when due. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS – Recognized Obligation Payment Schedule." See also Appendices __ through __ under the captions "_____ – The Pass-Through Agreements" and "- Statutory Tax Sharing Payments" for additional information regarding the Pass-Through Agreements and the Statutory Tax Sharing Amounts applicable to each of the Agency Participants and the revenues derived from the respective project area.

Successor agencies have no power to levy property taxes and must look specifically to the allocation of taxes as described above. See "LIMITATIONS ON TAX REVENUES" and "RISK FACTORS" in the forepart of this Official Statement.

Recognized Obligation Payment Schedule

Before each six-month period, the Dissolution Act requires successor agencies to prepare and approve, and submit to the successor agency's oversight board and the DOF for approval, a ROPS pursuant to which enforceable obligations (as defined in the Dissolution Act) of the successor agency are listed, together with the source of funds to be used to pay for each enforceable obligation. As defined in the Dissolution Act, "enforceable obligation" includes bonds, including the required debt service, reserve set-asides, and any other payments required under the indenture or similar documents governing the issuance of the outstanding bonds of the former redevelopment agency, as well as other obligations such as loans, judgments or settlements against the former redevelopment agency, any legally binding and enforceable agreement that is not otherwise void as violating the debt limit or public policy, contracts necessary for the administration or operation of the successor agency, and amounts borrowed from the Low and Moderate Income Housing Fund. A reserve may be included on the ROPS and held by the successor agency when required by the bond indenture or when the next property tax allocation will be insufficient to pay all obligations due under the provisions of the bond for the next payment due in the following six-month period.

[Under the Dissolution Act, the categories of sources of payments for enforceable obligations listed on a ROPS are the following: (i) the Low and Moderate Income Housing Fund, (ii) bond proceeds, (iii) reserve balances, (iv) administrative cost allowance, (v) the RPTTF (but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation or otherwise required under the Dissolution Act), or (vi) other revenue sources (including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the former redevelopment agency, as approved by the oversight board).]

The Dissolution Act provides that, commencing on the date the first ROPS is valid, only those payments listed in the ROPS may be made by the successor agency from the funds specified in the ROPS.

Commencing with the ROPS with respect to the six-month period July 1, 2013 through December 31, 2013, the ROPS must be submitted by each of the Agency Participants, after approval by the Oversight Board, to the county administrative officer, the county auditor-controller, the DOF, and the State Controller by 90 days before the date of the next January 2 or June 1 property tax distribution. If successor agency does not submit an Oversight Board-approved ROPS by such deadlines, [the related city/successor agency] will be subject to a civil penalty equal to $10,000 per day for every day the schedule is not submitted to the DOF. Additionally, each of the Agency Participant's administrative cost allowance is reduced by 25% if the successor agency does not submit an Oversight Board-approved ROPS by the 80th day before the date of the next January 2 or June 1 property tax distribution, as applicable, with respect to the ROPS for subsequent six-month periods.

The Dissolution Act requires the DOF to make a determination of the enforceable obligations and the amounts and funding sources of the enforceable obligations no later than 45 days after the ROPS is submitted. Within 5 business days of the determination by the DOF, successor agencies may request additional review by the department and an opportunity to meet and confer on disputed items, if any. The DOF will notify successor agencies and the county auditor-controller as to the outcome of its review at least 15 days before the January 2 or June 1 date of property tax distribution, as applicable. Additionally, the county auditor-controller may review a submitted ROPS and object to the inclusion of any items that are not demonstrated to be enforceable obligations and may object to the funding source proposed for any items, provided that the county auditor-controller must provide notice of any such objections to successor agencies, the Oversight Board, and the DOF at least 60 days prior to the January 2 or June 1 date of property tax distribution, as applicable.

In connection with the allocation and distribution by the county auditor-controller of property tax revenues deposited in the RPTTF, under the Dissolution Act the county auditor-controller must prepare estimates of the amounts of (i) property tax to be allocated and distributed and (ii) the amounts of pass-through payments to be made in the upcoming six-month period, and provide those estimates to the entities receiving the distributions and the DOF no later than October 1 and April 1 of each year, as applicable. If, after receiving such estimate from the county auditor-controller, a successor agency determines and reports, no later than December 1 or May 1, as applicable [(i.e., by May 1, 2013 with respect to the ROPS for July 1, 2013 through December 31, 2013)], that the total amount available to successor agencies from the RPTTF allocation to each of the Agency Participant's Redevelopment Obligation Retirement Fund, from other funds transferred from a dissolved agency, and from funds that have or will become available through asset sales and all redevelopment operations, is insufficient to fund the payment of pass-through obligations, for a respective Agency Participant enforceable obligations listed on the ROPS, and for such Agency Participant's administrative cost allowance, the county auditor-controller must notify the State Controller and the DOF no later than 10 days from the date of such Agency Participant's notification. If the State Controller concurs that there are insufficient funds to pay required debt service, the Dissolution Act provides for certain adjustments to be made to the estimated distributions.

The Dissolution Act provides that any bonds authorized under its terms to be issued by a successor agency will be considered indebtedness incurred by the related dissolved RDA, with the same legal effect as if the bonds had been issued prior to effective date of AB 26, in full conformity with the applicable provision of the Law that existed prior to that date, and will be included in the related Agency Participant's ROPS. Additionally, if an enforceable obligation provides for an irrevocable commitment of property tax revenue and where allocation of revenues is expected to occur over time, the Dissolution Act provides that a successor agency may petition the DOF to provide written confirmation that its

determination of such enforceable obligation as approved in a ROPS is final and conclusive, and reflects the department's approval of subsequent payments made pursuant to the enforceable obligation. If the confirmation is granted by the DOF, then the DOF's review of such payments in each future ROPS will be limited to confirming that they are required by the prior enforceable obligation.

Each of the Agency Participants has covenanted under the respective Agency Indenture to take all actions required under the Dissolution Act to include on the respective ROPS for each six-month period all payments to the Trustee to satisfy the requirements of the respective Agency Indenture and related obligations, including any amounts required under the respective Agency Indenture to replenish the Reserve Account of the Debt Service Fund to the full amount of the Reserve Account Requirement [and any amounts required under an indenture securing senior indebtedness to replenish the reserve account established thereunder, if any, to its required level].

Each of the Agency Participants has further covenanted under the respective Agency Indenture to comply with all other requirements of the Dissolution Act. Without limiting the generality of the foregoing, each of the Agency Participants covenants and agrees to file all required statements and hold all public hearings required under the Dissolution Act to assure compliance by each of the Agency Participants with its covenants under the respective Agency Indenture. Further, each of the Agency Participants will take all actions required under the Dissolution Act to include scheduled debt service on the respective Local Obligations, as well as any amount required under the respective Agency Indenture to replenish the Reserve Account [and any amounts required under an indenture securing senior indebtedness to replenish the reserve account established thereunder, if any, to its required level], in the respective ROPS for each six-month period so as to enable the County Auditor-Controller to distribute from the RPTTF to each of the Agency Participant's Redevelopment Obligation Retirement Fund on each January 2 and June 1 amounts required for each of the Agency Participants to pay principal of, and interest on, the respective Local Obligations coming due in the respective six-month period. These actions will include, without limitation, placing on the periodic ROPS for approval by the Oversight Board and the DOF, to the extent necessary, the amounts to be held by each of the Agency Participants as a reserve until the next six-month period, as contemplated by paragraph (1)(A) of subdivision (d) of Section 34171 of the Dissolution Act, that are necessary to provide for the payment of principal and interest under the respective Agency Indenture [and any amounts required under an indenture securing senior indebtedness, if any] when the next property tax allocation is projected to be insufficient to pay all obligations due under the respective Agency Indenture [and any amounts required under an indenture securing senior, if any] for the next payment due in the following six-month period.

Local Obligations and the Agency Indentures

Subject only to the provisions of the respective Agency Indenture (including any obligations of an Agency Participant senior to its Agency Indenture) permitting the application thereof for the purposes and on the terms and conditions set forth in the Agency Indentures, all of the [Pledged Tax Increment] and all amounts on deposit from time to time in the funds and accounts established under the Agency Indentures (other than the Rebate Fund) will be pledged to the payment of the principal of and interest on the Outstanding Bonds as provided in the respective Agency Indenture. Each respective Agency Participant will irrevocably grant to the Trustee for the benefit of the Owners of the Outstanding Bonds (subject to any obligations of an Agency Participant senior to its Agency Indenture) a first charge and lien on, and a security interest in, and will pledge and assign, the [Pledged Tax Increment], whether held by each Agency Participant, the County Auditor-Controller, the County Treasurer and Tax Collector or the Trustee, and all amounts in the funds and accounts established under the respective Agency Indenture (other than the Rebate Fund).

Pursuant to the laws of the State of California, including California Health and Safety Code Sections 34183 and 34170.5(b), the County Auditor-Controller is obligated to deposit the [Pledged Tax Increment] into the RPTTF. Each Agency Participant shall take all steps to ensure that the County Auditor-Controller (1) deposits the [Pledged Tax Increment] into the RPTTF, (2) allocates funds for the principal and interest payments due on the Outstanding Bonds, any Compliance Costs and any deficiency in the Reserve Account pursuant to each valid ROPS in accordance with the Dissolution Act and as provided in the respective Agency Indenture, and (3) make the transfers to the Trustee required thereunder.

[Each Agency Participant will irrevocably instruct the Authority and the Auditor Controller to transfer to an account held by the respective Agency Trustee under the Agency Indenture, all amounts set forth in any duly approved ROPS with respect to principal and interest payments due on the related Local Obligations, any Compliance Costs related thereto and any deficiency in the Reserve Account established pursuant to such Local Obligations. Such transfers to the respective Agency Trustee shall be made only after accounting for any "true-up" adjustments on the ROPS and the payment of unsubordinated pass-through obligations to local taxing entities, as provided for in Assembly Bill 1484 and Section 34183 of the California Health and Safety Code.]

The Authority will agree, at the irrevocable direction of each Agency Participant, to transfer to an account of the Successor Agency, held by the Trustee under the Indenture, all amounts set forth in any duly approved ROPS with respect to principal and interest payments due on the Bonds, any Compliance Costs related thereto and any deficiency in the Reserve Account established pursuant to such Bonds. Such transfers to the Trustee shall be made only after accounting for any "true-up" adjustments on the ROPS and the payment of unsubordinated pass-through obligations to local taxing entities, as provided for in Assembly Bill 1484 and Section 34183 of the California Health and Safety Code.

Each respective Agency Participant will take all actions required under the Dissolution Act to include on its ROPS for each six-month period all payments expected to be made to the Trustee in order to satisfy the requirements of the respective Agency Indenture, including any amounts required under the respective Agency Indenture to pay Compliance Costs and replenish the Reserve Account of the Tax Increment Fund to the full amount of the Reserve Account Requirement. Each respective Agency Participant shall include in its ROPS the amounts described below to be transmitted to the Trustee for the applicable six month period. Each respective Agency Participant shall submit an Oversight Board-approved ROPS to the County Auditor-Controller and the DOF (with a copy to the Authority) at least ninety (90) days prior to the January 2 RPTTF distribution and at least ninety (90) days prior to the June 1 RPTTF distribution, as applicable.

[The amount due to the Trustee from the County Auditor-Controller for deposit in the Tax Increment Fund on January 2 of the then-current year from amounts required to be deposited into the RPTTF shall equal (1) one-half of the sum of (a) all scheduled principal payments and Sinking Account Installments due and payable on the Outstanding Bonds during the then-current calendar year in accordance with the respective Agency Indenture, (b) all scheduled interest payments due and payable on the Outstanding Bonds during the then-current calendar year in accordance with the respective Agency Indenture, and (c) Compliance Costs, plus (2) the amount of any deficiency in the Reserve Account, less (3) the amounts, if any, on deposit in the Tax Increment Fund as of the date of submission for the ROPS in accordance with the respective Agency Indenture, that are in excess of the amounts required to be applied to payment of principal of or interest or sinking account payments on the Outstanding Bonds in the then current calendar year. The amount due to the Trustee from the County Auditor-Controller for deposit in the Tax Increment Fund on June 1 of the then-current year from amounts required to be deposited into the RPTTF shall equal (1) the remaining one-half of the sum of (a) all scheduled principal payments and Sinking Account Installments due and payable on the Outstanding Bonds during the then-

current calendar year in accordance with the respective Agency Indenture, (b) all scheduled interest payments due and payable on the Outstanding Bonds during the then-current calendar year in accordance with the respective Agency Indenture, and (c) Compliance Costs, plus (2) the amount of any remaining deficiency in the Reserve Account.]

[In accordance with California Health and Safety Code Section 34177(m)(3), if an Agency Participant fails to submit to the DOF an Oversight Board-approved ROPS that complies with all requirements of the respective Agency Indenture and the Dissolution Act within five Business Days of the date upon which the ROPS is to be used to determine the amount of property tax allocations, each Agency Participant shall promptly advise the Authority and cause the Authority to confer with the DOF for its determination whether any amount should be withheld by the County Auditor-Controller in accordance with Section 34177(m)(3) for payments for enforceable obligations from distribution to taxing entities, pending approval of a ROPS. In accordance with California Health and Safety Code Section 34183(b) on or before each May 1 and December 1, each Agency Participant shall determine and report to the County Auditor-Controller and the Authority any insufficiencies in the RPTTF to fund payments in accordance with the respective Agency Indenture, and cooperate with the County Auditor-Controller for its distribution of funds in accordance with California Health and Safety Code Section 34183.]

[All [Pledged Tax Increment] received by each Agency Participant (1) during the period commencing on June 2 of the prior calendar year and ending January 2 of the then current calendar year in excess of the amount required, as provided in this section, to be deposited in the Tax Increment Fund on January 2, and (2) during the period commencing on January 3 of the then current calendar year and ending June 1 of such calendar year in excess of the amount required, as provided in this section, to be deposited in the Tax Increment Fund on June 1, shall, immediately following the deposit with the Trustee of the amounts required to be so deposited as provided in this section on each such date, be released from the pledge, security interest and lien under the respective Agency Indenture for the security of the Outstanding Bonds, and may be applied by each Agency Participant for any lawful purpose of each Agency Participant, including but not limited to the payment of subordinate debt, or the payment of any amounts due and owing to the United States of America pursuant to the respective Agency Indenture. Prior to the payment in full of the principal of and interest and redemption premium (if any) on the Outstanding Bonds and the payment in full of all other amounts payable under the respective Agency Indenture and under any Supplemental Indentures, each Agency Participant shall not have any beneficial right or interest in the moneys on deposit in the Tax Increment Fund, except as may be provided in the respective Agency Indenture and in any Supplemental Indenture.]

Covenants of the Agency Participants

Punctual Payment. Each Agency Participant will agree under its Agency Indenture to punctually pay the principal of, premium, if any, and the interest to become due with respect to the Series 2013 Bonds, in strict conformity with the terms of the Series 2013 Bonds and of the respective Agency Indenture and will faithfully satisfy, observe and perform all conditions, covenants and requirements of the Series 2013 Bonds and of the respective Agency Indenture.

Against Encumbrances. Each Agency Participant will agree under its Agency Indenture to not mortgage or otherwise encumber, pledge or place any charge upon any of the [Pledged Tax Increment], except as provided in the respective Agency Indenture, and will not issue any obligation or security superior to or on a parity with then Outstanding Bonds payable in whole or in part from the [Pledged Tax Increment] (other than Additional Bonds in accordance with the respective Agency Indenture).

Payment of Claims. Subject to the terms of the Dissolution Act, each Agency Participant will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a

lien or charge upon the properties owned by each Agency Participant or upon the [Pledged Tax Increment] or any part thereof, or upon any funds in the hands of the Trustee, or which might impair the security of the Series 2013 Bonds; provided that nothing contained in the respective Agency Indenture will require each Agency Participant to make any such payments so long as each Agency Participant in good faith will contest the validity of any such claims.

Protection of Security and Rights of Owners. Each Agency Participant will agree under its Agency Indenture to preserve and protect the security of the Series 2013 Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any Bonds by each Agency Participant, such Bonds will be incontestable by each Agency Participant.

Amendment of Redevelopment Plan. Each Agency Participant will agree under its Agency Indenture to not amend its redevelopment plan except as provided in this paragraph and as permitted by the Law. If each Agency Participant proposes to amend the related redevelopment plan, it will cause to be filed with the Trustee a Consultant's Report on the effect of such proposed amendment. If the Consultant's Report concludes that [Pledged Tax Increment] will not be materially reduced by such proposed amendment, each Agency Participant may undertake such amendment. If the Consultant's Report concludes that [Pledged Tax Increment] will be materially reduced by such proposed amendment, each Agency Participant may not undertake such proposed amendment. [Notwithstanding the foregoing, each Agency Participant must obtain the Bond Insurer's prior written consent for any amendment of the related redevelopment plan which would (i) reduce the amount of [Pledged Tax Increment] that may be received by each Agency Participant or (ii) reduce the period during which each Agency Participant may collect [Pledged Tax Increment].]

Tax Increment Revenues. Each Agency Participant will agree under its Agency Indenture to comply with all requirements of the Law to ensure the allocation and payment to it of the [Pledged Tax Increment], including without limitation the timely filing of any necessary ROPS. Each Agency Participant will represent and agree under its Agency Indenture that the pledge, payment and setting aside of [Pledged Tax Increment] as provided for in the respective Agency Indenture is not subject to any limitation contained in Article XIIIB of the Constitution of the State of California.

Each Agency Participant will agree under its Agency Indenture that, for so long as the receipt of [Pledged Tax Increment] is subject to a tax increment limit under the Law, at such time after it has received [Pledged Tax Increment] in excess of $_____, it will annually review the total amount of [Pledged Tax Increment] remaining available to be received by each Agency Participant under the related redevelopment plan's cumulative tax increment limitation, as well as future cumulative Annual Debt Service. See Appendices __ and __ for currently applicable redevelopment plan limits relevant to the debt service obligations on the Series 2013 Bonds. As discussed, there is a question on the applicability of tax increment limits after adoption of AB 26 and AB 1484. The matter remains subject to further guidance from the DOF, legislation and interpretation by the courts. If any respective Agency Participant's project area's cumulative tax increment limit is deemed to no longer be applicable, no interruption of tax increment revenue will occur. For purposes of the projections in this Official Statement and appearing in Appendices ___ and __, it is assumed that all redevelopment plan limits will be enforced.

Tax Covenants; Rebate Fund. Each Agency Participant will agree under its Agency Indenture to not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on any of the [Tax-Exempt Authority Bonds] under Section 103 of the Code. Each Agency Participant will agree under its Agency Indenture to pay from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of

the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the [Tax-Exempt Authority Bonds] from time to time. Upon receipt of the Rebate Instructions required to be delivered to the Trustee by the Tax Certificate, the Trustee will remit part or all of the balances held in the Rebate Fund established under the respective Agency Indenture to the Trustee for payment to the federal government of the United States of America, as so directed.

Compliance with the Dissolution Act. Each Agency Participant will agree under its Agency Indenture that it will comply with all requirements of the Dissolution Act. Without limiting the generality of the foregoing, each Agency Participant will covenant and agree to file all required statements and hold all public hearings required under the Dissolution Act to assure compliance by each Agency Participant with its covenants under the respective Agency Indenture. Further, each Agency Participant will take all actions required under the Dissolution Act to include scheduled debt service on the Series 2013 Bonds, as well as any amount required under the respective Agency Indenture to replenish the Reserve Account in ROPS for each six-month period so as to enable the County Auditor-Controller to distribute from the RPTTF to each Agency Participant's Redevelopment Obligation Retirement Fund on each January 2 and June 1 amounts required for each Agency Participant to pay the principal of, premium, if any, and the interest on the Series 2013 Bonds coming due in the respective six-month period. These actions will include, without limitation, placing on the periodic ROPS for approval by the Oversight Board and the DOF, to the extent necessary, the amounts to be held by each Agency Participant as a reserve until the next six-month period, as contemplated by paragraph (1)(A) of subdivision (d) of Section 34171 of the Dissolution Act, that are necessary to provide for the payment of principal of, premium, if any, and the interest under the respective Agency Indenture when the next property tax allocation is projected to be insufficient to pay all obligations due under the respective Agency Indenture for the next payment due in the following six-month period.

Adverse Change in State Law. [Discuss].

Written Determination of the Department of Finance. Each Agency Participant will agree under its Agency Indenture that it will use its best efforts to obtain at the earliest possible date following issuance of the Series 2013 Bonds a written confirmation from the DOF with respect to debt service on the Series 2013 Bonds pursuant to Section 34177.5(i) of the California Health and Safety Code that its determination that the payment of debt service on the Series 2013 Bonds is an enforceable obligation as approved in a ROPS is final and conclusive, and reflects the DOF's approval of subsequent payments made pursuant to such enforceable obligation.

Credits to Redevelopment Obligation Retirement Fund. Each Agency Participant will agree under its Agency Indenture to credit all [Pledged Tax Increment] withdrawn from the RPTTF by the County Auditor-Controller and remitted to the Trustee for the payment of the Series 2013 Bonds to the Redevelopment Obligation Retirement Fund established pursuant to Section 34170.5 of the California Health and Safety Code.

Limited Obligations of the Agency Participants

The respective Local Obligations are not a debt of the cities referenced in this Official Statement, the State or any of its political subdivisions, and neither the cities referenced in this Official Statement, the State nor any of its political subdivisions, other than each of the Agency Participants, is liable in any way for the respective Local Obligations. The principal of, premium, if any, and interest on the respective Local Obligations are payable solely from the [Pledged Tax Increment] under the related Agency Indenture and the funds pledged therefor under the related Agency Indenture, as applicable. The respective Local Obligations are limited obligations of each of the Agency Participants payable solely from and secured by the [Pledged Tax Increment] to be derived from the respective redevelopment

project area, and from the amounts on deposit in certain funds as further described in Appendix __. In some instances, payment of principal, premium, if any, and interest on the respective Local Obligations is subordinate to payment of principal of, premium, if any, and interest on certain other outstanding obligations of such Agency Participant. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS – [Pledged Tax Increment]" for a description of existing indebtedness with a lien on [Pledged Tax Increment] senior to the respective Local Obligations. Each of the Agency Participants will covenant and agree under its respective Agency Indenture to not issue obligations with a lien on [Pledged Tax Increment] senior to the lien of the respective Local Obligations. The respective Local Obligations are issued pursuant to the respective Agency Indenture (as defined in Appendix __), between each of the Agency Participants and the Trustee.

LIMITATIONS ON TAX REVENUES

Property Tax and Spending Limitations

Article XIIIA of the California Constitution. Section 1(a) of Article XIIIA of the California Constitution limits the maximum *ad valorem* tax on real property to one percent of full cash value, to be collected by the counties and apportioned according to law. Section 2 of Article XIIIA defines "full cash value" to mean "the county assessor's valuation of real property as shown on the 1975/76 tax bill under full cash value or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." The full cash value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or reduction in the consumer price index or comparable data for the area under taxing jurisdiction or reduced in the event of declining property value caused by substantial damage, destruction or other factors. Legislation enacted by the California Legislature to implement Article XIIIA provides that notwithstanding any other law, local agencies may not levy any *ad valorem* property tax except to pay debt service on indebtedness approved by the voters as described above.

In the general elections of 1986, 1988, and 1990, the voters of the State approved various measures which further amended Article XIIIA. One such amendment generally provides that the purchase or transfer of (i) real property between spouses or (ii) the principal residence and the first $1,000,000 of the full cash value of other real property between parents and children, do not constitute a "purchase" or "change of ownership" triggering reassessment under Article XIIIA. This amendment will reduce the tax increment of each of the Agency Participants. Other amendments permitted the Legislature to allow persons over 55 who sell their residence and on or after November 5, 1986, to buy or build another of equal or lesser value within two years in the same county, to transfer the old residence's assessed value to the new residence, and permitted the Legislature to authorize each county under certain circumstances to adopt an ordinance making such transfers or assessed value applicable to situations in which the replacement dwelling purchased or constructed after November 8, 1988, is located within that county and the original property is located in another county within California.

In the June 1990 election, the voters of the State approved additional amendments to Article XIIIA permitting the State Legislature to extend the replacement dwelling provisions applicable to persons over 55 to severely disabled homeowners for replacement dwellings purchased or newly constructed on or after June 5, 1990, and to exclude from the definition of "new construction" triggering reassessment improvements to certain dwellings for the purpose of making the dwelling more accessible to severely disabled persons. In the November 1990 election, the voters approved the amendment of Article XIIIA to permit the State Legislature to exclude from the definition of "new construction" seismic retrofitting improvements or improvements utilizing earthquake hazard mitigation technologies constructed or installed in existing buildings after November 6, 1990.

Both the California Supreme Court and the United States Supreme Court have upheld the constitutionality of Article XIIIA.

Article XIIIB of the California Constitution. On November 6, 1979, California voters approved Proposition 4, the Gann Initiative, which added Article XIIIB to the California Constitution. The principal effect of Article XIIIB is to limit the annual appropriations of the State and any city, county, school district, authority or other political subdivision of the State to the level of appropriations for the prior fiscal year, as adjusted for changes in the cost of living, population and services rendered by the government entity.

Appropriations subject to Article XIIIB include generally the proceeds of taxes levied by the State or other entity of local government, exclusive of certain State subventions, refunds of taxes, benefit payments from retirement, unemployment insurance and disability insurance funds.

Effective September 30, 1980, the California Legislature added Section 33678 to the Law which provides that the allocation of taxes to a redevelopment agency for the purpose of paying principal of, or interest on, loans, advances, or indebtedness will not be deemed the receipt by the agency of proceeds of taxes levied by or on behalf of the agency within the meaning of Article XIIIB or any statutory provision enacted in implementation thereof, including Section 33678 of the Law. The constitutionality of Section 33678 has been upheld by the Second and Fourth District Courts of Appeal in two decisions: *Bell Community Redevelopment Agency v. Woosely* and *Brown v. Community Redevelopment Agency of the City of Santa Ana*. On the basis of these decisions, the Agency Participants have not adopted an appropriations limit.

Proposition 218. On November 5, 1996, the voters of the State approved Proposition 218, the "Right to Vote on Taxes Act." Proposition 218 added Articles XIIIC and XIIID to the State Constitution, which contain a number of provisions affecting the ability of the public agencies to levy and collect both existing and future taxes, assessments, fees and charges.

Article XIIIC removes limitations on the initiative power in matters of local taxes, special taxes, assessments, fees and charges. While the matter is not free from doubt, it is likely that a court would hold that the initiative power cannot be used to reduce or repeal the levy of property taxes or to materially affect the collection and pledge of [Pledged Tax Increment].

The interpretation and application of the initiative provisions of Proposition 218 will ultimately be determined by the courts with respect to a number of the matters discussed above, and while it is not possible at this time to predict with certainly the outcome of such determination, each of the Agency Participants does not believe that Proposition 218 will materially affect its ability to pay principal of or interest on the respective Local Obligations.

Implementing Legislation

Legislation enacted by the California Legislature to implement Article XIIIA provides that all taxable property is shown at full assessed value as described above. In conformity with this procedure, all taxable property value included in Appendix __ (except as noted) is shown at 100% of assessed value and all general tax rates reflect the $1.00 per $100 of taxable value. Tax rates for bond debt service and pension liability are also applied to 100% of assessed value.

Future assessed valuation growth allowed under Article XIIIA (new construction, change of ownership, 2% annual value growth) will be allocated on the basis of "situs" among the jurisdictions that serve the tax rate area within which the growth occurs. Local agencies and school districts will share the

growth of "base" revenue from the tax rate area. Each year's growth allocation becomes part of each agency's allocation in the following year. Neither the Authority nor any of the Agency Participants is able to predict the nature or magnitude of future revenue sources which may be provided by the State to replace lost property tax revenues. Article XIIIA effectively prohibits the levying of any other *ad valorem* property tax above the 1% limit except for taxes to support indebtedness approved by the voters as described above.

Redevelopment Plan Limits

There is a question on the applicability of tax increment limits as to time and amounts established under redevelopment plans after the adoption of AB 26 and AB 1484. The matter remains subject to further guidance from the DOF, legislation and interpretation by the courts. If the cumulative tax increment limit is deemed to no longer be applicable, no interruption of tax increment revenue will occur. For purposes of the projections in [this Official Statement and in] Appendices ___ through ___ and in the Fiscal Consultant's Report appearing in Appendix __, it is assumed that all redevelopment plan limits will be enforced. For information regarding the Agency Participants, see Appendices __ through __ under the caption "_____."

Unitary Property

Assembly Bill 2890 (Statutes of 1986, Chapter 1457), which added Section 98.9 to the California Revenue and Taxation Code, provided that, commencing with the Fiscal Year 1988-89, assessed value derived from State-assessed unitary property (consisting mostly of operational property owned by utility companies) was to be allocated county-wide as follows: (i) each tax rate area will receive the same amount from each assessed utility received in the previous fiscal year unless the applicable county-wide values are insufficient to do so, in which case values will be allocated to each tax rate area on a pro rata basis; and (ii) if values to be allocated are greater than in the previous fiscal year, each tax rate area will receive a pro rata share of the increase from each assessed utility according to a specified formula. Additionally, the lien date on State-assessed property was changed from March 1 to January 1.

Assembly Bill 454 (Statutes of 1987, Chapter 921) further modified the distribution of tax revenues derived from property assessed by the State Board of Equalization. Chapter 921 provided for the consolidation of all State-assessed property, except for regulated railroad property, into a single tax rate area in each county. Chapter 921 further provided for a new method of establishing tax rates on State-assessed property and distribution of property tax revenues derived from State-assessed property to taxing jurisdictions within each county as follows: for revenues generated from the 1% tax rate, each jurisdiction, including redevelopment project areas, will receive a percentage up to 102% of its prior year State-assessed unitary revenue; and if county-wide revenues generated for unitary property are greater than 102% of the previous year's unitary revenues, each jurisdiction will receive a percentage share of the excess unitary revenue generated from the application of the debt service tax rate to county-wide unitary taxable value, further, each jurisdiction will receive a percentage share of revenue based on the jurisdiction's annual debt service requirements and the percentage of property taxes received by each jurisdiction from unitary property taxes in accordance with a new formula. Railroads will continue to be assessed and revenues allocated to all tax rate areas where railroad property is sited.

The intent of Chapters 1457 and 921 was to provide redevelopment agencies with their appropriate share of revenue generated from the property assessed by the State Board of Equalization.

Each of the Agency Participants has projected the amount of unitary revenues to be allocated for 2013-14 within the respective redevelopment project area. See Appendices __ through __ respectively for such information. Neither the Authority nor any Agency Participant can predict the effect of any

future litigation or settlement agreements on the amount of unitary tax revenues received or to be received nor the impact on unitary property tax revenues of any transfer of electrical transmission lines to tax-exempt agencies.

Tax Rates

Tax increment revenues are computed based upon the annual incremental assessed value of the respective project area multiplied by a tax rate determined by the County Auditor-Controller. The tax rate consists of the general tax levy of $1.00 per $100 of assessed value and any override tax rate which represents the debt service levy whose indebtedness has been authorized by voter approval. [Override debt service tax rates are being allocated to the levying taxing entity but are shown on the County RPTTF documents as 100% pass through amounts to the levying taxing entity.]

See Appendices __ through __ under the caption "THE PROJECT AREA - Projected Tax Increment Revenues" for a discussion of the tax rate assumptions utilized by the respective Agency Participants in projecting [Gross Tax Revenues].

Additional Limitation on Tax Increment Revenues

On November 8, 1988 the voters of the State approved Proposition 87, which amended Article XVI, Section 16 of the California Constitution to provide that property tax revenue attributable to the imposition of taxes on property within a redevelopment project area for the purpose of paying debt service on bonded indebtedness approved by the voters of the taxing entity after January 1, 1989 will be allocated to the taxing entity and not to the redevelopment agency. [Each of the Agency Participants does not currently project receive any tax increment revenues and, accordingly, [Pledged Tax Increment] as a result of general obligation bonds which may be approved on or after January 1, 1989.]

Tax Increment Limitation; Senate Bill 211

Assembly Bill 1290 ("AB 1290") was signed into law by the Governor in December 1993 and amends various provisions of the Law. AB 1290 provides for the placement of time limits on the effectiveness of every redevelopment plan, and provides that after 10 years from the termination date of a plan's effectiveness, no redevelopment agency, subject to certain exceptions, will pay indebtedness or receive property taxes in connection therewith. In addition, in connection with the shift of tax increment revenues, (i) SB 1045 allowed each of the Agency Participants to extend the effective date of the related redevelopment plan, and the date to receive [Pledged Tax Increment] in the respective redevelopment project area, by one year, and (ii) SB 1096 allowed each of the Agency Participants to extend the effective date of the related redevelopment plan, and the date to receive [Pledged Tax Increment], by two years subject to compliance with major housing requirements. [Each of the Agency Participants has taken such action with respect to SB 1045, and the projections of [Pledged Tax Increment] reflect such extensions. Pursuant to the related redevelopment plan, the expiration date of the related redevelopment plan is as described in Appendices __ through __.

On October 10, 2001 the Governor of the State signed into law Senate Bill 211 ("SB 211"), which allows redevelopment agencies to eliminate the time limits on their ability to incur debt for project areas established prior to January 1, 1994. Additionally, SB 211 allows redevelopment agencies to extend the termination date of their redevelopment plans and the deadline for the receipt of tax increment for the repayment of debt by 10 years for project areas established prior to January 1, 1994. In order to extend the termination of the redevelopment plans or the deadline for the receipt of tax increment for the repayment of debt, the redevelopment agency must make certain findings of blight in the applicable project areas. Additionally, if a redevelopment agency elects to extend the time limits on the incurrence

of debt, the termination of the redevelopment plans or the deadline for the receipt of tax increment for the repayment of debt, the redevelopment agency must make certain additional statutory pass-throughs to other taxing entities. Each of the Agency Participants did not extend any of the related redevelopment plan limitations with respect to the respective project area pursuant to SB 211.

RISK FACTORS

The following factors, along with all other information in this Official Statement, should be considered by potential investors in evaluating the Series 2013 Bonds and the credit quality of the respective Local Obligations. The following does not purport to be an exhaustive listing of risks and other considerations which may be relevant to investing in the Series 2013 Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks. For a discussion of certain matters that will or could cause reductions in the [Pledged Tax Increment] available in future years, see "LIMITATIONS ON TAX REVENUES" in the forepart of this Official Statement and "SPECIAL RISK FACTORS" in Appendices __ through __.

Limited Special Obligations

The Series 2013 Bonds will be special obligations of the Authority, payable from and secured as to the payment of the principal thereof and the redemption premium, if any, and the interest thereon in accordance with their terms and the terms of the Trust Agreement, solely from the Trust Estate. The Series 2013 Bonds shall not constitute a charge against the general credit of the Authority or any of its members, and under no circumstances shall the Authority be obligated to pay principal of or redemption premium, if any, or interest on the Series 2013 Bonds except from the Trust Estate. Neither the State nor any public agency (other than the Authority) nor any member of the Authority is obligated to pay the principal of or redemption premium, if any, or interest on the Series 2013 Bonds, and neither the faith and credit nor the taxing power of the State or any public agency thereof or any member of the Authority is pledged to the payment of the principal of or redemption premium, if any, or interest on the Series 2013 Bonds. The payment of the principal of or redemption premium, if any, or interest on the Series 2013 Bonds does not constitute a debt, liability or obligation of the State or any public agency (other than the Authority) or any member of the Authority.

Risks of Real Estate Secured Investments Generally

The Owners and Beneficial Owners of the Series 2013 Bonds will be subject to the risks generally incident to an investment secured by real estate, including, without limitation, (a) adverse changes in local market conditions, such as changes in the market value of real property within and in the vicinity of the respective project areas, the supply of or demand for competitive properties in such project areas, and the market value of competitive properties in the event of sale or foreclosure, (b) changes in real estate tax rates and other operating expenses, governmental rules (including, without limitation, zoning laws and laws relating to endangered species and hazardous materials) and fiscal policies, and (c) natural disasters (including, without limitation, earthquakes, fires, droughts and floods), which may result in uninsured losses.

Tax Increment Revenues

[Pledged Tax Increment], which secure the respective Local Obligations, are determined by the incremental assessed value of taxable property in the respective project area, the current rate or rates at which property in the respective project area is taxed, and the percentage of taxes collected in the respective project area. Several types of events which are beyond the control of the Agency Participants could occur and cause a reduction in available [Pledged Tax Increment] and, potentially, Revenues under

the Trust Agreement. A reduction of taxable values of property in the respective project area or a reduction of the rate of increase in taxable values of property in the respective project area caused by economic or other factors beyond each of the Agency Participant's control (such as a relocation out of the respective project area by one or more major property owners, successful appeals by property owners for a reduction in a property's assessed value, a reduction in the rate of transfers of property, construction activity or other events that permit reassessment of property at lower values, or the destruction of property caused by natural or other disasters, including earthquakes) could occur, thereby causing a reduction in [Pledged Tax Increment] and, potentially, Revenues under the Trust Agreement. This risk increases in proportion to the percent of total assessed value attributable to any single assessee in the respective project area and in relation to the concentration of property in such project area in terms of size or land use (see "____" hereunder).

Any reduction in the tax rate applicable to property in the respective project area, by reason of discontinuance of certain override tax levies in excess of the 1% basic levy, will reduce the [Pledged Tax Increment] and, potentially, Revenues under the Trust Agreement. There are no overrides reflected in the calculation of [Pledged Tax Increment] under the respective Agency Indenture which are derived only from the general levy tax rate. As mentioned in the Fiscal Consultant's Report, many issues involved in the dissolution of redevelopment agencies have yet to be resolved including the continuation of plan limits, override revenues and the treatment of ERAF. Additionally approximately 100 lawsuits have been filed on various aspects of AB 26 and AB 1484 which could impact the dissolution of redevelopment agencies. The projections in Appendix __ could be impacted as a result of future court decisions.

[Each of the Agency Participants has based its projections on certain assumptions with regard to the respective project area, growth in assessed values and tax increment revenue growth. These projections assume that assessed value will increase by 2% a year. A 2% growth rate is the maximum inflationary growth rate permitted by law. For summary information regarding such projections and projected growth rate of the Agency Participants, see Appendices __ through __ under the caption "THE PROJECT AREA" and the Fiscal Consultant's Report appearing in Appendix __. There can be no assurance, however that assessed values will increase as projected, if at all.]

Any reduction in assessed value in the respective project area, reduction in tax rates or reduction in taxes collected would reduce the [Pledged Tax Increment] available to pay debt service on the respective Local Obligations. See "RISK FACTORS" and "LIMITATIONS ON TAX REVENUES – Property Tax Administrative Costs." See also Appendices __ through __ under the caption "THE PROJECT AREA" hereto for a summary of historical assessed valuation of property in the respective project area, current assessment appeals and historical delinquencies.

Change in Law

In addition to the other limitations on [Pledged Tax Increment], the California electorate or Legislature could adopt a constitutional or legislative property tax decrease with the effect of reducing [Pledged Tax Increment] payable to each of the Agency Participants. There is no assurance that the California electorate or Legislature will not at some future time approve additional limitations that could reduce the [Pledged Tax Increment] and adversely affect the security of the respective Local Obligations.

Reduction in Inflationary Rate

As described in greater detail below, Article XIIIA of the California Constitution provides that the full cash value base of real property used in determining taxable value may be adjusted from year to year to reflect the inflationary rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. Such measure is computed on a

calendar year basis. See "LIMITATIONS ON TAX REVENUES" for a discussion of how this measure or other initiative measures adopted by the California electorate could reduce [Pledged Tax Increment] and, potentially, Revenues under the Trust Agreement.

Levy and Collection

Each of the Agency Participants has no independent power to levy and collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the [Pledged Tax Increment], and accordingly, could have an adverse impact on the ability of each of the Agency Participants to pay debt service on the respective Local Obligations. Likewise, delinquencies in the payment of property taxes could have an adverse effect on each of the Agency Participant's ability to make timely debt service payments. See "Property Tax Collection Procedures" below.

Property Tax Collection Procedures

In California, property which is subject to *ad valorem* taxes is classified as "secured" or "unsecured." The "secured roll" is that part of the assessment roll containing state-assessed public utilities' property and property the taxes on which are a lien on real property sufficient, in the opinion of the county assessor, to secure payment of the taxes. A tax levied on unsecured property does not become a lien against such unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens arising pursuant to State law on such secured property, regardless of the time of the creation of the other liens. Secured and unsecured properties are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property. Collections are the responsibility of the County Treasurer and Tax Collector.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent on December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition property on the secured roll with respect to which taxes are due is delinquent on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1.5% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the county tax collector.

Historically, property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction as of the preceding January 1. A bill enacted in 1983, SB 813 (Statutes of 1983, Chapter 498), however, provided for the supplemental assessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Thus, this legislation eliminated delays in the realization of increased property taxes from new assessments. As amended, SB 813 provided increased revenue to taxing jurisdictions to the extent that supplemental assessments of new construction or changes of ownership occur subsequent to the January 1 lien date.

Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent, if unpaid on the following August 31. A ten percent (10%) penalty is also attached to delinquent taxes in respect of property on the unsecured roll, and further, an additional penalty of 1.5% per month accrues with respect to such taxes beginning the first day of the third month following the delinquency date. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer, (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer, (3) filing a certificate of delinquency for record in the county recorder's office, in order to obtain a lien on certain property of the taxpayer, and (4) seizure

and sale of personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing the payment of delinquent taxes in respect of property on the secured roll is the sale of the property securing the taxes to the State for the amount of taxes which are delinquent.

Natural Disasters; Seismic Hazards

Natural disasters, including floods and earthquakes, could damage improvements and/or property in the respective project area, or impair the ability of landowners within a project area to further develop their properties or to pay property taxes.

There are several identified faults within close proximity to or within the boundaries of the respective project areas, including the Southern Segment of the San Andreas Fault that could potentially result in damage to buildings, roads, bridges, and property within the respective project areas in the event of an earthquake. For summary information regarding natural disasters and seismic hazards concerning the respective project areas, see Appendices __ through __ under the caption "SPECIAL RISK FACTORS – Natural Disasters; Seismic Hazards." If an earthquake or other natural disaster were to substantially damage or destroy taxable property within a project area, the assessed valuation of such property would be reduced. Such a reduction of assessed valuations could result in a reduction of the [Pledged Tax Increment] that secure the respective Local Obligations.

Hazardous Substances

An environmental condition that may result in the reduction in the assessed value of parcels would be the discovery of hazardous substances that would limit the beneficial use of a property within the respective project areas. [For information regarding environmental matters and hazardous substances concerning the respective project areas, see Appendices __ through __ under the caption "SPECIAL RISK FACTORS – Hazardous Substances."]

Assessment Appeals

Property taxable values may be reduced as a result of a successful appeal of the taxable value determined by the County Assessor. An appeal may result in a reduction to the Assessor's original taxable value and a tax refund to the applicant property owner. A reduction in taxable values within the respective project area and the refund of taxes which may arise out of successful appeals by property owners will affect the amount of [Pledged Tax Increment] and, potentially, Revenues under the Trust Agreement. Each of the Agency Participants has in the past experienced reductions in its [Pledged Tax Increment] as a result of assessment appeals. The actual impact to tax increment is dependent upon the actual revised value of assessments resulting from values determined by the County Assessment Appeals Board or through litigation and the ultimate timing of successful appeals. For a for a discussion of historical assessment appeals in the respective project areas and summary information regarding pending and resolved assessment appeals for each of the Agency Participants, see Appendices __ through __ under the caption "THE PROJECT AREA" and the Fiscal Consultant's Report appearing in Appendix __.

Economic Risks

Each of the Agency Participant's ability to make payments on the respective Local Obligations will be partially dependent upon the economic strength of the related project area. If there is a decline in the general economy of the related project area, the owners of property may be less able or less willing to make timely payments of property taxes causing a delay or stoppage of tax increment revenues. In the event of decreased values, [Pledged Tax Increment] and, potentially, Revenues may decline even if property owners make timely payment of taxes.

State Budget Deficits

AB X1 26 and AB 1484 were enacted by the State Legislature and Governor as trailer bills necessary to implement provisions of the State's budget acts for its fiscal years 2011-12 and 2012-13, respectively, as efforts to address structural deficits in the State general fund budget. In general terms, these bills implemented a framework to transfer cash assets previously held by redevelopment agencies to cities, counties, and special districts to fund core public services, with assets transferred to schools offsetting State general fund costs (then projected savings of $1.5 billion). There can be no assurance that additional legislation will not be enacted in the future to additionally implement provisions relating to the State budget or otherwise that may affect successor agencies or tax increment revenues, including Tax Revenues.

The Governor signed the State's 2013–14 Budget Act on June 27, 2013. At that time, fiscal year 2012–13 was projected to be first fiscal year since 2007–08 to end with a reserve. The administration's May Revision estimates of 2012–13 revenues were about $2.3 billion higher than when the 2012–13 spending plan was adopted. Under the spending plan 2012–13 would end with a $254 million reserve, the first such year–end positive balance in the reserve since 2007–08. Also at that time, fiscal year 2013–14 was projected to end with increased reserves. The fiscal year 2013–14 spending plan assumes General Fund and Education Protection Account revenues of $97.1 billion and expenditures of $96.3 billion. The resulting $817 million operating surplus combined with the $254 million positive ending balance for 2012–13 produce an estimated $1.1 billion reserve for 2013–14.

The full text of each Assembly Bill cited above may be obtained from the "Official California Legislative Information" website maintained by the Legislative Counsel of the State of California pursuant to State law, at the following web link: http://www.leginfo.ca.gov/bilinfo.html. Information about the State budget and State spending is available at various State maintained websites. Text of the 2013-14 Budget Summary, the current State budget, and other documents related to the State budget may be found at the website of the State Department of Finance, www.dof.ca.gov. A nonpartisan analysis of the budget is posted by the Legislative Analyst's Office at www.lao.ca.gov. In addition, various State official statements, many of which contain a summary of the current and past State budgets may be found at the website of the State Treasurer, www.treasurer.ca.gov.

None of the websites or webpages referenced above is in any way incorporated into Appendix __. They are cited for informational purposes only. None of the Authority or the Agency Participants can make any representation whatsoever as to the accuracy or completeness of any of the information on such websites.

Certain litigation is challenging some of the terms of the Dissolution Act, and it is anticipated that there will be additional future legislation in this area. Each of the Agency Participants cannot predict what measures may be proposed or implemented for the current fiscal year or in the future.

Direct and Overlapping Indebtedness

The ability of land owners within the respective project area to pay property tax installments as they come due could be affected by the existence of other taxes and assessments, imposed upon the land. In addition, other public agencies whose boundaries overlap those of the respective project area could, without consent of each of the Agency Participants, and in certain cases without the consent of the owners of the land within the respective project area, impose additional taxes or assessment liens on the property to finance public improvements. See "Bankruptcy and Foreclosure" below.

Bankruptcy and Foreclosure

The payment of property taxes by owners may be limited by bankruptcy, insolvency, or other laws generally affecting creditor's rights or by the laws of the State relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the issuance of the Series 2013 Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Although bankruptcy proceedings would not cause the property tax obligation of a landowner to become extinguished, such bankruptcy could result in a delay in collection of [Pledged Tax Increment], and would increase the likelihood of a delay or default in payment of the principal of and interest on the respective Local Obligations.

Future Legislation and Initiatives

Article XIIIA, Article XIIIB and Proposition 218 were each adopted as measures that qualified for the ballot pursuant to California's initiative process. From time to time other initiative measures could be adopted, further affecting revenues of each of the Agency Participants or each of the Agency Participant's ability to expend revenues. In addition, there are currently a number of proposed legislative changes to the Dissolution Act which, if adopted, would also affect revenues of each of the Agency Participants or each of the Agency Participant's ability to expend revenues. The nature and impact of these measures cannot currently be anticipated.

TAX MATTERS

Series 2013A Bonds

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority ("Bond Counsel"), based on an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2013A Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and is exempt from State of California personal income taxes. Bond Counsel is of the further opinion that interest on the Series 2013A Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes. Bond Counsel expresses no opinion on whether interest on the Series 2013A Bonds is included in adjusted current earnings when calculating corporate alternative minimum taxable income. A complete copy of the proposed form of opinion of Bond Counsel is set forth in APPENDIX ___ – "FORM OF OPINION OF BOND COUNSEL."

To the extent the issue price of any maturity of the Series 2013A Bonds is less than the amount to be paid at maturity of such Series 2013A Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Series 2013A Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the Series 2013A Bonds which is excluded from gross income for federal income tax purposes and exempt from State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Series 2013A Bonds is the first price at which a substantial amount of such maturity of the Series 2013A Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Series 2013A Bonds accrues daily over the term to maturity of such Series 2013A Bonds on the basis of a constant interest rate compounded

semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Series 2013A Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Series 2013A Bonds. Beneficial Owners of the Series 2013A Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Series 2013A Bonds with original issue discount, including the treatment of Beneficial Owners who do not purchase such Series 2013A Bonds in the original offering to the public at the first price at which a substantial amount of such Series 2013A Bonds is sold to the public.

Series 2013A Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of obligations, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner's basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Series 2013A Bonds. The Authority has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Series 2013A Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Series 2013A Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Series 2013A Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring), or any other matters coming to Bond Counsel's attention after the date of issuance of the Series 2013A Bonds may adversely affect the value of, or the tax status of interest on, the Series 2013A Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the Series 2013A Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of interest on, the Series 2013A Bonds may otherwise affect a Beneficial Owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Series 2013A Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. As one example, the Obama Administration's proposed 2014 budget includes a legislative proposal which, for tax years beginning after December 31, 2013, would limit the exclusion from gross income of interest on obligations like the Series 2013A Bonds to some extent for taxpayers who are individuals and whose income is subject to higher marginal income tax rates. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Series 2013A Bonds. Prospective purchasers of the Series 2013A Bonds should consult their own tax advisors regarding the potential

impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel is expected to express no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Series 2013A Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the Authority, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The Authority has covenanted, however, to comply with the requirements of the Code.

Bond Counsel's engagement with respect to the Series 2013A Bonds ends with the issuance of the Series 2013A Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the Authority or the Beneficial Owners regarding the tax-exempt status of the Series 2013A Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than the Authority and its appointed counsel, including the Beneficial Owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the Authority legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Series 2013A Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Series 2013A Bonds, and may cause the Authority or Beneficial Owners to incur significant expense.

Series 2013B Bonds

In the opinion of Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions and assuming compliance with certain covenants, interest on the Series 2013B Bonds is exempt from State of California personal income taxes. Interest on the Series 2013B Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Code. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or accrual or receipt of interest on, the Series 2013B Bonds. The proposed form of opinion of Bond Counsel is set forth in APPENDIX ___ – "FORM OF OPINION OF BOND COUNSEL."

The following discussion summarizes certain U.S. federal tax considerations generally applicable to holders of the Series 2013B Bonds that acquire their Series 2013B Bonds in the initial offering. The discussion below is based upon laws, regulations, rulings, and decisions in effect and available on the date hereof, all of which are subject to change, possibly with retroactive effect. Prospective investors should note that no rulings have been or are expected to be sought from the IRS with respect to any of the U.S. federal income tax consequences discussed below, and no assurance can be given that the IRS will not take contrary positions. Further, the following discussion does not deal with all U.S. federal income tax consequences applicable to any given investor, nor does it address the U.S. federal income tax considerations applicable to categories of investors some of which may be subject to special taxing rules (regardless of whether or not such persons constitute U.S. Holders), such as certain U.S. expatriates, banks, REITs, RICs, insurance companies, tax-exempt organizations, dealers or traders in securities or currencies, partnerships, S corporations, estates and trusts, investors that hold their Series 2013B Bonds as part of a hedge, straddle or an integrated or conversion transaction, or investors whose "functional currency" is not the U.S. dollar. Furthermore, it does not address (i) alternative minimum tax consequences or (ii) the indirect effects on persons who hold equity interests in a holder. In addition, this summary generally is limited to investors that acquire their Series 2013B Bonds pursuant to this offering for the issue price that is applicable to such Series 2013B Bonds (i.e., the price at which a substantial

amount of the Series 2013B Bonds are sold to the public) and who will hold their Series 2013B Bonds as "capital assets" within the meaning of Section 1221 of the Code.

As used herein, "U.S. Holder" means a beneficial owner of a Series 2013B Bond that for U.S. federal income tax purposes is an individual citizen or resident of the United States, a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States or any state thereof (including the District of Columbia), an estate the income of which is subject to U.S. federal income taxation regardless of its source or a trust where a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons (as defined in the Code) have the authority to control all substantial decisions of the trust (or a trust that has made a valid election under U.S. Treasury Regulations to be treated as a domestic trust). As used herein, "Non-U.S. Holder" generally means a beneficial owner of a Series 2013B Bond (other than a partnership) that is not a U.S. Holder. If a partnership holds Series 2013B Bonds, the tax treatment of such partnership or a partner in such partnership generally will depend upon the status of the partner and upon the activities of the partnership. Partnerships holding Series 2013B Bonds, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of an investment in the Series 2013B Bonds (including their status as U.S. Holders or Non-U.S. Holders).

For U.S. Holders

The Series 2013B Bonds are not expected to be treated as issued with original issue discount ("OID") for U.S. federal income tax purposes because the stated redemption price at maturity of the Series 2013B Bonds is not expected to exceed their issue price, or because any such excess is expected to only be a *de minimis* amount (as determined for tax purposes).

Prospective investors that are not individuals or regular C corporations who are U.S. persons purchasing the Series 2013B Bonds for investment should consult their own tax advisors as to any tax consequences to them from the purchase, ownership and disposition of the Series 2013B Bonds.

Disposition of the Series 2013B Bonds. Unless a nonrecognition provision of the Code applies, the sale, exchange, redemption, defeasance, retirement (including pursuant to an offer by the Authority) or other disposition of a Series 2013B Bond, will be a taxable event for U.S. federal income tax purposes. In such event, in general, a U.S. Holder of a Series 2013B Bond will recognize gain or loss equal to the difference between (i) the amount of cash plus the fair market value of property received (except to the extent attributable to accrued but unpaid interest on the Series 2013B Bond which will be taxed in the manner described above) and (ii) the U.S. Holder's adjusted tax basis in the Series 2013B Bond (generally, the purchase price paid by the U.S. Holder for the Series 2013B Bond). Any such gain or loss generally will be capital gain or loss. In the case of a noncorporate U.S. Holder of the Series 2013B Bonds, the maximum marginal U.S. federal income tax rate applicable to any such gain will be lower than the maximum marginal U.S. federal income tax rate applicable to ordinary income if such U.S. holder's holding period for the Series 2013B Bonds exceeds one year. The deductibility of capital losses is subject to limitations.

For Non-U.S. Holders

Interest. Subject to the discussion below under the heading "Information Reporting and Backup Withholding," payments of principal of, and interest on, any Series 2013B Bond to a Non-U.S. Holder, other than (1) a controlled foreign corporation, as such term is defined in the Code, which is related to the Authority through stock ownership and (2) a bank which acquires such Series 2013B Bond in consideration of an extension of credit made pursuant to a loan agreement entered into in the ordinary course of business, will not be subject to any U.S. withholding tax provided that the beneficial owner of

the Series 2013B Bond provides a certification completed in compliance with applicable statutory and regulatory requirements, which requirements are discussed below under the heading "Information Reporting and Backup Withholding," or an exemption is otherwise established.

Disposition of the Bonds. Subject to the discussion below under the heading "Information Reporting and Backup Withholding," any gain realized by a Non-U.S. Holder upon the sale, exchange, redemption, retirement (including pursuant to an offer by the Authority) or other disposition of a Series 2013B Bond generally will not be subject to U.S. federal income tax, unless (i) such gain is effectively connected with the conduct by such Non-U.S. Holder of a trade or business within the United States; or (ii) in the case of any gain realized by an individual Non-U.S. Holder, such holder is present in the United States for 183 days or more in the taxable year of such sale, exchange, redemption, retirement (including pursuant to an offer by the Authority) or other disposition and certain other conditions are met.

U.S. Federal Estate Tax. A Series 2013B Bond that is held by an individual who at the time of death is not a citizen or resident of the United States will not be subject to U.S. federal estate tax as a result of such individual's death, provided that at the time of such individual's death, payments of interest with respect to such Series 2013B Bond would not have been effectively connected with the conduct by such individual of a trade or business within the United States.

Information Reporting and Backup Withholding. U.S. information reporting and "backup withholding" requirements apply to certain payments of principal of, and interest on the Series 2013B Bonds, and to proceeds of the sale, exchange, redemption, retirement (including pursuant to an offer by the Authority) or other disposition of a Series 2013B Bond, to certain noncorporate holders of Series 2013B Bonds that are United States persons. Under current U.S. Treasury Regulations, payments of principal and interest on any Series 2013B Bonds to a holder that is not a United States person will not be subject to any backup withholding tax requirements if the beneficial owner of the Series 2013B Bond or a financial institution holding the Series 2013B Bond on behalf of the beneficial owner in the ordinary course of its trade or business provides an appropriate certification to the payor and the payor does not have actual knowledge that the certification is false. If a beneficial owner provides the certification, the certification must give the name and address of such owner, state that such owner is not a United States person, or, in the case of an individual, that such owner is neither a citizen nor a resident of the United States, and the owner must sign the certificate under penalties of perjury. If a financial institution, other than a financial institution that is a qualified intermediary, provides the certification, the certification must state that the financial institution has received from the beneficial owner the certification set forth in the preceding sentence, set forth the information contained in such certification, and include a copy of such certification, and an authorized representative of the financial institution must sign the certificate under penalties of perjury. A financial institution generally will not be required to furnish to the IRS the names of the beneficial owners of the Series 2013B Bonds that are not United States persons and copies of such owners' certifications where the financial institution is a qualified intermediary that has entered into a withholding agreement with the IRS pursuant to applicable U.S. Treasury Regulations.

In the case of payments to a foreign partnership, foreign simple trust or foreign grantor trust, other than payments to a foreign partnership, foreign simple trust or foreign grantor trust that qualifies as a withholding foreign partnership or a withholding foreign trust within the meaning of applicable U.S. Treasury Regulations and payments to a foreign partnership, foreign simple trust or foreign grantor trust that are effectively connected with the conduct of a trade or business within the United States, the partners of the foreign partnership, the beneficiaries of the foreign simple trust or the persons treated as the owners of the foreign grantor trust, as the case may be, will be required to provide the certification discussed above in order to establish an exemption from withholding and backup withholding tax requirements. The current backup withholding tax rate is 28% (subject to future adjustment).

In addition, if the foreign office of a foreign "broker," as defined in applicable U.S. Treasury Regulations pays the proceeds of the sale of a Bond to the seller of the Series 2013B Bond, backup withholding and information reporting requirements will not apply to such payment provided that such broker derives less than 50% of its gross income for certain specified periods from the conduct of a trade or business within the United States, is not a controlled foreign corporation, as such term is defined in the Code, and is not a foreign partnership (1) one or more of the partners of which, at any time during its tax year, are U.S. persons (as defined in U.S. Treasury Regulations Section 1.1441-1(c)(2)) who, in the aggregate hold more than 50% of the income or capital interest in the partnership or (2) which, at any time during its tax year, is engaged in the conduct of a trade or business within the United States. Moreover, the payment by a foreign office of other brokers of the proceeds of the sale of a Series 2013B Bond, will not be subject to backup withholding unless the payer has actual knowledge that the payee is a U.S. person. Principal and interest so paid by the U.S. office of a custodian, nominee or agent, or the payment by the U.S. office of a broker of the proceeds of a sale of a Series 2013B Bond, is subject to backup withholding requirements unless the beneficial owner provides the nominee, custodian, agent or broker with an appropriate certification as to its non-U.S. status under penalties of perjury or otherwise establishes an exemption.

Circular 230

Under 31 C.F.R. part 10, the regulations governing practice before the IRS (Circular 230), the Authority and its tax advisors are (or may be) required to inform prospective investors that:

i. any advice contained herein is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer;

ii. any such advice is written to support the promotion or marketing of the Series 2013B Bonds and the transactions described herein; and

iii. each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

CONTINUING DISCLOSURE

In accordance with the several Continuing Disclosure Agreements to be delivered concurrently with the delivery of the Series 2013 Bonds, the Agency Participants and the Authority have covenanted for the benefit of owners of the Series 2013 Bonds to provide certain financial information and operating data relating to the Agency Participants by not later than [nine months] after the end of the respective Agency Participant's fiscal year (presently June 30) in each year commencing with its report for the 2012-13 fiscal year (the "Annual Report") and to provide notices of the occurrence of certain enumerated events. Such report and notices will be filed by the Authority, on behalf of the respective Agency Participants, with the Municipal Securities Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access system ("EMMA").

The information to be provided by the Authority includes annual updates of the information contained in the tables included in this Official Statement with respect to property tax revenues, collections, any material delinquencies, principal taxpayers, and plan limit calculations and notices of enumerated events. Each respective Agency Participant will agree to be responsible for all remaining annual information required under the Continuing Disclosure Agreement. The Authority will act as Dissemination Agent and will file the annual reports and notices with the MSRB through EMMA.

These covenants have been made in order to assist the Underwriters in complying with Securities Exchange Commission Rule 15c2-12(b)(5) ("Rule 15c2-12"). The specific nature of the information to be contained in the Annual Report or the notices of enumerated events by the Agency Participants is summarized in APPENDIX B – "FORM OF CONTINUING DISCLOSURE AGREEMENT." Except as described in Appendices __ through __ with respect to the Agency Participants, the Agency Participants have not in the previous five years failed to comply in any material respect with any previous undertakings with regard to Rule 15c2-12. The Authority has not previously entered into an undertaking under Rule 15c2-12 and, accordingly, has never failed to comply in all material respects with any previous undertakings with regard to Rule 15c2-12.

Any failure of the Authority, any Agency Participant or the Trustee to comply with the Continuing Disclosure Agreement will not be considered an event of default under the Trust Agreement or the Agency Indentures; provided, however, the [Authority and the respective trustees] may (and, at the request of any Participating Underwriter (as defined in the Continuing Disclosure Agreement) or the Owners of at least 25% aggregate principal amount of Outstanding Bonds, will) or any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority or each Agency Participant to comply with the terms of the Continuing Disclosure Agreement.

CERTAIN LEGAL MATTERS

The validity of the Series 2013 Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority. Bond Counsel, as such, has not undertaken any responsibility for the accuracy, completeness or fairness of this Official Statement. A complete copy of the proposed form of opinion of Bond Counsel is contained in APPENDIX ___ – "FORM OF OPINION OF BOND COUNSEL" attached hereto. Certain legal matters will be passed upon for the Authority by County Counsel as Counsel to the Authority and by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California, as Disclosure Counsel. Certain legal matters will be passed upon for the Underwriters by their counsel, Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California.

FINANCIAL STATEMENTS

Each Agency Participant accounts for its financial transactions through funds representing the respective project areas. [A copy of][Excerpts of] each Agency Participant's audited annual financial statements for the fiscal year ended June 30, 2012 were prepared by certified public accounts and are attached hereto as Appendix __. Except as set forth in this Official Statement, the Agency Participants have not requested, and the respective auditors have not provided, any update or review of such audited financial statements in connection with the inclusion thereof in Appendix __ to this Official Statement. For additional information regarding the financial statements of the Agency Participants, see Appendices __ through __ under the caption "_____" and Appendix __.

FINANCIAL ADVISOR

[KNN Public Finance, a division of Zions First National Bank, Oakland California (the "Financial Advisor") is serving as financial advisor to the Authority in connection with the execution and delivery of the Series 2013 Bonds. The Financial Advisor has not independently verified any of the data contained in this Official Statement or conducted a detailed investigation of the affairs of the Authority or the Agency Participants to determine the accuracy or completeness of this Official Statement. The Financial Advisor assumes no responsibility for the accuracy or completeness of any of the information contained in this Official Statement.]

VERIFICATION OF MATHEMATICAL ACCURACY

[Verification Agent], independent accountants, upon delivery of the Series 2013 Bonds, will deliver a report on the mathematical accuracy of certain computations, contained in schedules prepared by the Underwriters, relating to the sufficiency of moneys and securities deposited into the Escrow Funds to pay, when due, the principal, whether at maturity or upon prior prepayment, interest and prepayment premium requirements of the [Refunded Local Obligations].

The report of [Verification Agent] will include the statement that the scope of its engagement is limited to verifying the mathematical accuracy of the computations contained in such schedules provided to it, and that it has no obligation to update its report because of events occurring, or data or information coming to its attention, subsequent to the date of its report.

LITIGATION

To the best knowledge of [the County and] the Authority, there is no litigation pending or threatened against the County or the Authority concerning the validity of the Series 2013 Bonds or challenging any action taken by the County or the Authority in connection with the authorization of the Trust Agreement, the Local Obligation Purchase Contract or any other document relating to the Series 2013 Bonds to which the County or the Authority is or is to become a party or the performance by the County or the Authority of any of their obligations under any of the foregoing.

[There is no action, suit or proceeding pending or, to the knowledge of any of the Agency Participants, threatened, restraining or enjoining the execution or delivery of the respective Local Obligations or respective Agency Indentures, or in any way contesting or affecting the validity of the foregoing or any proceedings of the Agency Participants, their respective Oversight Boards, or the respective cities taken with respect to any of the foregoing. However, the lawsuit described below relates to issues that may affect the distribution of property tax revenues or other monies to the Agency Participants under the Dissolution Act.]

With respect to California successor agencies and the Dissolution Act in general, on August 1, 2012, Syncora Guarantee Inc. and Syncora Capital Assurance Inc. (collectively, "Syncora") filed a lawsuit against the State, the State Controller, the State Director of Finance, and the Auditor-Controller of San Bernardino County on his own behalf and as the representative of all other county auditors in the State (Superior Court of the State of California, County of Sacramento, Case No. 34-2012-80001215) (the "Syncora Lawsuit") challenging the terms of the Dissolution Act. Syncora are monoline financial guaranty insurers domiciled in the State of New York, and as such, provide credit enhancement on bonds issued by state and local governments and do not sell other kinds of insurance such as life, health, or property insurance. Syncora provided bond insurance and other related insurance policies for bonds issued by former California redevelopment agencies.

The complaint alleges that the Dissolution Act, and specifically the "Redistribution Provisions" thereof (i.e., California Health and Safety Code Sections 34172(d), 34174, 34177(d), 34183(a)(4), and 34188) violate the "contract clauses" of the United States and California Constitutions (U.S. Const. art. 1, § 10, cl.1; Cal. Const. art. 1, § 9) because they unconstitutionally impair the contracts among the former redevelopment agencies, bondholders and Syncora. The complaint also alleges that the Redistribution Provisions violate the "Takings Clauses" of the United States and California Constitutions (U.S. Const. amend. V; Cal Const. art. 1 § 19) because they unconstitutionally take and appropriate bondholders' and Syncora's contractual right to critical security mechanisms without just compensation. Specifically, the complaint alleges that the security mechanism created by the irrevocable pledge of tax increment revenues to repay the redevelopment agency debts was a critical feature of the redevelopment bonds'

marketability in at least three manners: (i) tax increment revenues which have been previously irrevocably pledged are now subject to restrictive terms such as periodic ROPS, Oversight Board approval, and DOF approval, that unconstitutionally impair the contract providing for such pledge; (ii) excess tax increment revenues previously could be held by a redevelopment agency in reserve to protect against potential future shortfalls (in contrast to the provisions under the Dissolution Act that require the County Auditor-Controller to distribute surplus monies from the RPTTF amounts to taxing entities each six-month period); and (iii) the former Law and bond indentures or trust agreements governing redevelopment bonds typically included requirements and covenants for the redevelopment agency to use surplus tax increment revenues received in excess of amounts required for debt service on redevelopment activities, which were calculated under the Redevelopment Act to stimulate growth and general increases in assessed valuation, and therefore increase additional security for the bonds, and such covenants have been substantially and unconstitutionally impaired by the Dissolution Act, AB 1484, and in particular the Redistribution Provisions thereof.

The Syncora Lawsuit has been brought as a petition for writ of mandate, complaint for declaratory relief, inverse condemnation and injunctive relief. The injunctive relief sought includes an injunction enjoining the respondents from implementing enforcing, and/or carrying out the Redistribution Provisions, ordering respondents to immediately return all money remitted by successor agencies to local taxing agencies pursuant to the Redistribution Provisions, and ordering respondents to hold all future tax increment revenues in the RPTTF, or a similar fund, for the exclusive benefit of, and distribution to, the bondholders, until such a time when the bondholders are completely repaid. In August, 2013, the court ordered Syncora's claims dismissed, without prejudice to refile, as premature claims for impairment of contract and an unconstitutional taking. The court noted that no redevelopment agency bonds are in default.

If Syncora were to be successful in its lawsuit in obtaining the injunctive relief or writ of mandate sought or if the court in the Syncora Lawsuit were to determine that the Dissolution Act or the Redistribution Provisions or other provisions thereof unconstitutionally impaired the contracts between the former redevelopment agencies and the holders of interests in bonds issued by such agencies, it is possible that the mechanisms currently provided for under the Dissolution Act to provide for distribution of [Pledged Tax Increment] to each of the Agency Participants, and accordingly [Pledged Tax Increment] for payment on the respective Local Obligations, could be impeded and result in a delinquency or default in the timely payment of principal of, and interest on, the respective Local Obligations. As provided under the Dissolution Act, the [Pledged Tax Increment] rely on subdivision (c) of Section 34172 of the Dissolution Act, as provided in paragraph (2) of subdivision (a) of Section 34183 of the Dissolution Act. However, as discussed above, the respective Agency Indenture additionally provides that if, and to the extent, that the provisions of Section 34172 or paragraph (2) of subdivision (a) of Section 34183 are invalidated by a final judicial decision, then [Pledged Tax Increment], subject to the terms of the Agency Indentures, will include all tax revenues allocated to the payment of indebtedness pursuant to the California Health and Safety Code Section 33670 or such other section as may be in effect at the time providing for the allocation of [Pledged Tax Increment] in accordance with Article XVI, Section 16 of the California Constitution. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS." Further, Section 34177.5(e) of the Dissolution Act provides that notwithstanding any other law, an action to challenge the issuance of bonds (such as the respective Local Obligations), the incurrence of indebtedness, the amendment of an enforceable obligation, or the execution of a financing agreement authorized under Section 34177.5, must be brought within 30 days after the date on which the oversight board approves the resolution of the successor agency approving the such financing. Such challenge period expired with respect to the respective Local Obligations and the Oversight Board Action on _____ __, 2013. Finally, any action by a court to invalidate provisions of the Dissolution Act required for the timely payment of principal of, and interest on, the respective Local Obligations could be subject to the same issues regarding unconstitutional impairment of contracts and unconstitutional taking without

just compensation as raised in the Syncora Lawsuit. Although each of the Agency Participants cannot predict the outcome or end result of the Syncora Lawsuit on the Dissolution Act or any of the provisions thereof, each of the Agency Participants believes that the aforementioned considerations would provide some protections against the adverse consequences upon each of the Agency Participants and the availability of [Pledged Tax Increment] for the payment of debt service on the respective Local Obligations and the outstanding respective Local Obligations. However, none of the Authority or the Agency Participants can guarantee that the Syncora Lawsuit will not result in an outcome that may have a detrimental effect on any Agency Participant's ability to timely pay debt service on the respective Local Obligations or obligations of such Agency Participant senior to such Local Obligations, if any.

RATINGS

Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("Standard & Poor's") has assigned each series of the Series 2013 Bonds it municipal bond rating of "___." Such ratings reflect only the views of Standard & Poor's, and does not constitute a recommendation to buy, sell or hold the Series 2013 Bonds. Explanation of the significance of such rating may be obtained only from Standard and Poor's Ratings Services, 55 Water Street, New York, New York 10041. There is no assurance that any such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of the rating agency circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Series 2013 Bonds.

UNDERWRITING

The Series 2013 Bonds are being purchased by E. J. De La Rosa & Co., Inc. as representative of itself and Citigroup Global Markets Inc. (collectively, the "Underwriters"). The Underwriters have agreed to purchase the Series 2013 Bonds from the Authority at an aggregate purchase price of $_____ (consisting of the aggregate principal amount of the Series 2013 Bonds of $_____, plus an original issue premium of $_____ and less underwriters' discount of $_____), pursuant to the terms of the Bond Purchase Agreement. The Bond Purchase Agreement provides that the obligations of the Underwriters are subject to certain conditions precedent and that the Underwriters will be obligated to purchase all of the Series 2013 Bonds offered under the Bond Purchase Agreement if any of the Series 2013 Bonds offered thereunder are purchased.

Citigroup Inc., parent company of Citigroup Global Markets Inc., an underwriter of the Series 2013 Bonds, has entered into a retail distribution arrangement with Morgan Stanley Smith Barney LLC. As part of the distribution arrangement, Citigroup Global Markets Inc. may distribute municipal securities to retail investors through the financial advisor network of Morgan Stanley Smith Barney LLC. As part of this arrangement, Citigroup Global Markets Inc. may compensate Morgan Stanley Smith Barney LLC for its selling efforts with respect to the Series 2013 Bonds.

ADDITIONAL INFORMATION

Included herein are brief summaries of certain documents and reports, which summaries do not purport to be complete or definitive, and reference is made to such documents and reports for full and complete statements of the contents thereof. Copies of the Trust Agreement, the Local Obligations and the Agency Indentures may be obtained upon request from the Trustee at: _____, Los Angeles, California ___, Attention: Corporate Trust Services. Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement among the Authority, the Agency Participants and the purchasers or Owners of any of the Series 2013 Bonds.

This Official Statement and its distribution have been duly authorized by the Authority and the [Agency Participants.]

GLENN BYERS
ASSISTANT TREASURER AND TAX COLLECTOR
COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR
KENNETH HAHN HALL OF ADMINISTRATION, ROOM 432
500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012
(213) 974-7175

APPENDIX A

SUMMARY OF PRINCIPAL LEGAL DOCUMENTS

APPENDIX B

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX C

BOOK ENTRY ONLY SYSTEM

BOOK-ENTRY ONLY SYSTEM

The description that follows of the procedures and recordkeeping with respect to beneficial ownership interests in the Series 2013 Bonds, payment of principal of, premium, if any, and interest on the Series 2013 Bonds to Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interests in the Series 2013 Bonds, and other related transactions by and between DTC, Participants and Beneficial Owners, is based on information furnished by DTC which the Authority believes to be reliable, but the Authority does not take responsibility for the completeness or accuracy thereof. The Authority cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners either (a) payments of principal, premium, if any, and interest with respect to the Series 2013 Bonds or (b) certificates representing ownership interests in or other confirmation of ownership interests in the Series 2013 Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2013 Bonds. The Series 2013 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond will be issued for each maturity (and each individual yield in the case of bifurcated maturities) of the Series 2013 Bonds, in the aggregate principal amount of such issue, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, 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. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange

Commission. More information about DTC can be found at www.dtcc.com; provided that nothing contained in such website is incorporated into this Official Statement.

Purchases of Series 2013 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2013 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2013 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2013 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2013 Bonds, except in the event that use of the book-entry system for the Series 2013 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2013 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2013 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2013 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2013 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2013 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2013 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Trust Agreement. For example, Beneficial Owners of Series 2013 Bonds may wish to ascertain that the nominee holding the Series 2013 Bonds for their benefit will agree to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2013 Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2013 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2013 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2013 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by

standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered to DTC.

NEITHER THE AUTHORITY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO THE PAYMENTS OR THE PROVIDING OF NOTICE TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS OR THE SELECTION OF SERIES 2013 BONDS FOR REDEMPTION.

DTC (or a successor securities depository) may discontinue providing its services as securities depository with respect to the Series 2013 Bonds at any time by giving reasonable notice to the Authority. The Authority, in its sole discretion and without the consent of any other person, may terminate the services of DTC (or a successor securities depository) with respect to the Series 2013 Bonds. The Authority undertakes no obligation to investigate matters that would enable the Authority to make such a determination. In the event that the book-entry system is discontinued as described above, the requirements of the Trust Agreement will apply.

THE AUTHORITY AND THE UNDERWRITERS CANNOT AND DO NOT GIVE ANY ASSURANCES THAT DTC, THE PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL, INTEREST OR PREMIUM, IF ANY, WITH RESPECT TO THE SERIES 2013 BONDS PAID TO DTC OR ITS NOMINEE AS THE REGISTERED OWNER, OR WILL DISTRIBUTE ANY REDEMPTION NOTICES OR OTHER NOTICES, TO THE BENEFICIAL OWNERS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE AUTHORITY AND THE UNDERWRITERS ARE NOT RESPONSIBLE OR LIABLE FOR THE FAILURE OF DTC OR ANY PARTICIPANT TO MAKE ANY PAYMENT OR GIVE ANY NOTICE TO A BENEFICIAL OWNER WITH RESPECT TO THE SERIES 2013 BONDS OR AN ERROR OR DELAY RELATING THERETO.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority deems reliable, but the Authority takes no responsibility for the accuracy thereof.

DTC may discontinue providing its services as securities depository with respect to the Series 2013 Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2013 Bonds are required to be printed and delivered as described in the Trust Agreement.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2013 Bonds will be printed and delivered as described in the Trust Agreement and payment of interest to each Owner who owns of record $1,000,000

or more in aggregate principal amount of Series 2013 Bonds may be made to such Owner by wire transfer to such wire address within the United States that such Owner may request in writing for all Interest Payment Dates following the 15th day after the Trustee's receipt of such request.

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

Upon delivery of the Series 2013 Bonds, Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, proposes to render its final opinion in substantially the following form:

[Date of Delivery]

County of Los Angeles Redevelopment Refunding Authority
Los Angeles, California

County of Los Angeles Redevelopment Refunding Authority
Tax Increment Revenue Refunding Bonds, Series 2013 __ (Tax Exempt)

and

County of Los Angeles Redevelopment Refunding Authority
Tax Increment Revenue Refunding Bonds, Series 2013 ___ (Federally Taxable)
(Final Opinion)

Ladies and Gentlemen:

We have acted as bond counsel to the County of Los Angeles Redevelopment Refunding Authority (the "Authority") in connection with the issuance of its County of Los Angeles Redevelopment Refunding Authority Tax Increment Revenue Refunding Bonds, Series 2013 __ (Tax Exempt) (the "Series 2013A Bonds"), in the aggregate principal amount of $_____, and its County of Los Angeles Redevelopment Refunding Authority Tax Increment Revenue Refunding Bonds, Series 2013 ___ (Federally Taxable) (the "Series 2013B Bonds" and together with the Series 2013A Bonds, the "Series 2013 Bonds"), in the aggregate principal amount of $_____, issued pursuant to a Trust Agreement, dated as of _____ 1, 2013 (the "Trust Agreement"), by and between the Authority and [Trustee], as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Trust Agreement.

In such connection, we have reviewed the Trust Agreement, indentures or supplemental indentures, each dated as of _____ 1, 2013 (collectively, the "Agency Indentures") by and between the respective Agency Participants and respective trust banks, the Tax Certificate of the Authority, dated the date hereof, relating to the Series 2013A Bonds and the tax certificates of the Agency Participants, dated the date hereof relating to the respective Local Obligations (collectively, the "Tax Certificate"), opinions of counsel to the Authority, the County, the Agency Participants, the Trustee and others, certificates of the Authority, the County, the Agency Participants, the Trustee and others, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may

be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. Accordingly, this letter speaks only as of its date and is not intended to, and may not, be relied upon or otherwise used in connection with any such actions, events or matters. Our engagement with respect to the Series 2013A Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Authority and the County. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Trust Agreement, the Agency Indentures and the Tax Certificate, including (without limitation) covenants and agreements compliance with which is necessary to assure that future actions, omissions or events will not cause interest on the Series 2013A Bonds to be included in gross income for federal income tax purposes.

We call attention to the fact that the rights and obligations under the Series 2013 Bonds, the Trust Agreement, the Local Obligations, the Agency Indentures and the Tax Certificate and their enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases, and to the limitations on legal remedies against joint powers authorities and successor agencies to former redevelopment agencies in the State of California. We express no opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), arbitration, judicial reference, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the foregoing documents nor do we express any opinion with respect to the state or quality of title to or interest in any of the real or personal property described in the Trust Agreement or the Agency Indentures or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such property. Our services did not include financial or other non-legal advice. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Series 2013 Bonds and express no opinion with respect thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Series 2013 Bonds constitute the valid and binding special obligations of the Authority, payable solely from the Revenues and the other assets pledged therefor under the Trust Agreement.

2. The Trust Agreement has been duly executed and delivered by, and constitutes a valid and binding obligation of, the Authority.

3. The Agency Indentures and the Local Obligations issued thereunder have been duly executed and delivered by, and constitute valid and binding obligations of, the respective Agency Participants.

4. Interest on the Series 2013A Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and interest on the Series 2013 Bonds is exempt from State of California personal income taxes. Interest on the Series 2013A Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although we observe that it is included in adjusted current earnings when calculating corporate alternative

minimum taxable income. We express no opinion regarding other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2013 Bonds.

Faithfully yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP

APPENDIX E

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

APPENDIX F

STATE DEPARTMENT OF FINANCE LETTERS

APPENDIX __

FISCAL CONSULTANT'S REPORT (Hdl Coren & Cone)

APPENDIX __

FISCAL CONSULTANT'S REPORT (Keyser Marston Associates Inc.)

APPENDIX __

AUDITED FINANCIAL STATEMENTS OF THE AGENCY PARTICIPANTS

APPENDIX __

SUCCESSOR AGENCY OF THE _____

APPENDIX __

SUCCESSOR AGENCY OF THE _____

APPENDIX __

SUCCESSOR AGENCY OF THE _____

APPENDIX __

SUCCESSOR AGENCY OF THE _____

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APPENDIX __

SUCCESSOR AGENCY OF THE _____

APPENDIX __

SUCCESSOR AGENCY OF THE _____

Attachment 8:

Appendix __ (including form of Successor Agency Disclosure as an Appendix to Preliminary Official Statement)

APPENDIX __

SUCCESSOR AGENCY TO THE WEST HOLLYWOOD COMMUNITY DEVELOPMENT COMMISSION

(EAST SIDE PROJECT AREA)

The following information regarding the Successor Agency to the West Hollywood Community Development Commission (the "West Hollywood Successor"), the dissolved West Hollywood Community Development Commission (the "Former West Hollywood RDA"), the East Side Project Area (the "East Side Project Area"), and the City of West Hollywood ("West Hollywood") is presented as additional and specific information with respect to the West Hollywood Refunding Bonds being purchased by the Authority, which are payable solely from Tax Revenues (as defined in this Appendix __) attributable to the East Side Project Area and all of the amounts in the funds and accounts (other than the Rebate Fund) established under the Indenture of Trust, dated as of September 1, 2003 (the "Original Indenture"), by and between the Former West Hollywood RDA and BNY Western Trust Company (now known as The Bank of New York Mellon Trust Company, N.A.), as trustee (the "Trustee"), as amended and supplemented, including as amended and supplemented by the Third Supplement to Indenture, dated as of _____ 1, 2013 (the "Third Supplemental Indenture"), by and between the West Hollywood Successor and the Trustee (as so amended and supplemented, the "West Hollywood Indenture"). The information set forth in this Appendix __ has been obtained from the West Hollywood Successor, the City of West Hollywood, HdL Coren & Cone, as fiscal consultant, (the "Fiscal Consultant") and from other sources and is believed to be reliable but is not guaranteed as to accuracy or completeness. Appendix __ attached to this Official Statement includes the Fiscal Consultant's Report with respect to the West Hollywood Successor and other Agency Participants. Terms defined in this Appendix __ are in most instances specific to this Appendix __. Capitalized terms used in this Appendix __ and not otherwise defined herein have the respective meanings assigned to them in forepart of this Official Statement and in the Trust Agreement. See APPENDIX A – "SUMMARY OF TRUST AGREEMENT" attached hereto.

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The information and expressions of opinions in this Appendix __ 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 West Hollywood Successor or the City of West Hollywood since the date hereof. The taxing power of the City of West Hollywood, the County of Los Angeles (the "County"), the State of California or any political subdivision thereof is not pledged to the payment of the West Hollywood Refunding Bonds. See the information under the captions 'THE WEST HOLLYWOOD REFUNDING BONDS" in this Appendix __ and "THE SERIES 2013 BONDS" in the forepart of this Official Statement.

Brief descriptions of the West Hollywood Refunding Bonds, the West Hollywood Indenture, the West Hollywood Successor, the Former West Hollywood RDA and the City of West Hollywood are included in this Appendix __. Such descriptions and information do not purport to be comprehensive or definitive. All references in this Appendix __ to the West Hollywood Refunding Bonds, the West Hollywood Indenture, the Law, the Dissolution Act, the Constitution and the laws of the State as well as the proceedings of the Former West Hollywood RDA, the West Hollywood Successor and West Hollywood are qualified in their entirety by reference to such documents. Copies of the proceedings of the West Hollywood Successor referred to above, the West Hollywood Indenture and other documents described in this Appendix __ are available for inspection at the offices of the West Hollywood Successor, at [City of West Hollywood, Plummer Park, Community Center, Room 5, 7377 Santa Monica Boulevard, West Hollywood, California 90046, Attention: _____].

The City maintains a website. However, the information presented on that website is not part of this Official Statement and should not be relied upon in making investment decisions with respect to the [Authority Bonds].

SUCCESSOR AGENCY TO THE WEST HOLLYWOOD COMMUNITY DEVELOPMENT COMMISSION

General

The Former West Hollywood RDA was established pursuant to the Law by Ordinance No. 97-494 of the City Council of the City of West Hollywood (the "West Hollywood City Council") adopted on June 2, 1997. On September 19, 2011, pursuant to Resolution No. 11-4219 and Section 34173 of the Dissolution Act, the West Hollywood City Council elected to serve as successor agency to the Former West Hollywood RDA and, on [February 21, 2012], established the rules and regulations for the operation of the West Hollywood Successor to assume these successor functions pursuant to Resolution No. [SA12-001], adopted by the West Hollywood City Council as the governing body of the West Hollywood Successor. The West Hollywood Successor is governed by a five-member Board of Directors (the "Board") which consists of the members of the West Hollywood City Council.

The City of West Hollywood is located in northern Los Angeles County, bordered by Beverly Hills to the west and Hollywood to the east. The City of West Hollywood encompasses a total area of 1.88 square miles. The Former West Hollywood RDA was established pursuant to provisions of the Community Redevelopment Law, being Part 1 of Division 24 of the California Health and Safety Code (the "Act") and Ordinance No. 97-494 of the West Hollywood City Council adopted on June 2, 1997. The Former West Hollywood RDA approved only one redevelopment project within its area of operation, the East Side Project Area.

The Redevelopment Plan and the East Side Project Area

The West Hollywood Refunding Bonds are principally payable from Tax Revenues (as defined in this Appendix __) attributable to the East Side Project Area. The redevelopment plan (the "Original Redevelopment Plan") for the East Side Project Area, was originally approved by the West Hollywood City Council pursuant to an ordinance adopted on June 2, 1997. The Original Redevelopment Plan was amended on January 5, 2004, pursuant to Ordinance No. 03-674 as permitted by SB 1045 (as so amended, the "Redevelopment Plan") (see "LIMITATIONS ON TAX REVENUES – Tax Increment Limitation; Senate Bill 211"). The Amended Redevelopment Plan incorporates all of the key provisions of the Original Redevelopment Plan as they relate to the East Side Project Area.

The East Side Project Area encompasses approximately 338 acres (approximately 0.53 square miles), or about 28% of the total incorporated area of the City of West Hollywood (1,203 acres). The East Side Project Area is located in the City of West Hollywood and is bounded by Fountain Avenue to the north, Hayworth Avenue to the west, La Brea Avenue to the east, and Romaine Street and Willoughby Avenue to the south. Santa Monica Boulevard, the City of West Hollywood's easterly gateway, bisects the project area and is the focus of redevelopment activity. See "THE PROJECT AREA" in this Appendix __.

No Other Project Areas

There are no other active redevelopment project areas approved by the Former West Hollywood RDA within its area of operation other than the East Side Project Area. [please confirm]

Tax Revenues

The West Hollywood Refunding Bonds will be secured by "Tax Revenues" as provided under the West Hollywood Indenture.

As defined in the West Hollywood Indenture, the term "Tax Revenues" means, except as provided below, moneys allocated within the Plan Limitations and paid to the Commission derived from:

(a) that portion of taxes levied upon assessable property within the East Side Project Area allocated to the [West Hollywood Successor] pursuant to Article 6 of Chapter 6 of the Law and Section 16 of Article XVI of the Constitution of the State of California, or pursuant to other applicable State laws;

(b) reimbursements, subventions (but excluding payments to the West Hollywood Successor with respect to personal property within the East Side Project Area pursuant to Sections 16110, et seq., of the California Government Code) or other payments made by the State of California with respect to any property taxes that would otherwise be due on real or personal property but for an exemption of such property from such taxes;

(c) that portion of such taxes otherwise required by Section 33334.3 of the Law to be deposited in the Low and Moderate Income Housing Fund, but only to the extent necessary to repay that portion of the West Hollywood Refunding Bonds and any Parity Debt (including applicable reserves and financing costs) attributed to amounts deposited in the Low and Moderate Income Housing Fund for use pursuant to Section 33334.2 of the Law to increase, improve or preserve the supply of low and moderate income housing within or of benefit to the East Side Project Area; and

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

However, "Tax Revenues" exclude (i) all other amounts of such taxes (if any) required to be deposited into the Low and Moderate Income Housing Fund of the West Hollywood Successor pursuant to Section 33334.3 of the Law, (ii) amounts payable by the West Hollywood Successor pursuant to the Owner Participation Agreement (as defined herein) (see "SECURITY FOR THE WEST HOLLYWOOD REFUNDING BONDS – Owner Participation Agreement") and (iii) amounts payable by the Commission pursuant to Section 33607.5 of the Law, except and to the extent that any amounts so payable are payable on a basis subordinate to the payment of the West Hollywood Refunding Bonds and any Parity Debt, as applicable.

Purpose of Refunding

Proceeds of the West Hollywood Refunding Bonds will be used (i) to refund all of the outstanding West Hollywood Community Development Commission East Side Redevelopment Project 2003 Tax Allocation Bonds (the "Series 2003 Bonds"), (ii) fund a deposit to the Reserve Account under the West Hollywood Indenture, and (iii) to pay the costs of issuing the West Hollywood Refunding Bonds. See "THE REFUNDING PLAN" in this Appendix __. The Series 2003 Bonds were issued to finance certain improvements in, or benefiting, the East Side Project Area.

Terms used in this Appendix __ and not otherwise defined will have the meaning given to them in Appendix __.

Security for the West Hollywood Refunding Bonds

Tax revenues generated from the incremental taxable value in a redevelopment project area were, prior to February 1, 2012, generally referred to as tax increment revenues. The Law provided that the tax increment revenues could be pledged by a redevelopment agency to the repayment of agency indebtedness. As used in this Appendix __ and in that portion of Fiscal Consultant's Report with respect to the West Hollywood Successor appearing in Appendix __, tax increment revenues, including unitary tax revenue and less County applied apportionment adjustments and reductions for amounts above the annual tax revenue limit are referred to as "Gross Tax Revenues."

The West Hollywood Refunding Bonds are payable solely from, and are secured by, the Tax Revenues (as defined above under the caption "Tax Revenues"), and all of the amounts on deposit from time to time in the funds and accounts established under the West Hollywood Indenture (other than the Rebate Fund) and, as provided in the Dissolution Act, moneys deposited, from time to time in the Redevelopment Property Tax Trust Fund ("RPTTF"), as provided in paragraph (2) of subdivision (a) of Section 34183 of the Dissolution Act. If, and to the extent, that the provisions of Section 34172 or paragraph (2) of subdivision (a) of Section 34183 are invalidated by a final judicial decision, then Tax Revenues will include all tax revenues allocated to the payment of indebtedness pursuant to Health & Safety Code Section 33670 or such other section as may be in effect at the time providing for the allocation of tax increment revenues in accordance with Article XVI, Section 16 of the California Constitution. See "SECURITY FOR THE WEST HOLLYWOOD REFUNDING BONDS" in this Appendix __.

Assuming refunding of the Series 2003 Bonds, payment of the principal of and interest on the West Hollywood Refunding Bonds will be on a parity with (i) the West Hollywood Community Development Commission East Side Redevelopment Project 2011 Tax Allocation Bonds, Series A (Tax-Exempt, Non-Housing) (the "Series 2011A Bonds"), originally issued in the principal amount of $30,560,000, of which $28,565,000 is currently outstanding, and (ii) the West Hollywood Community Development Commission East Side Redevelopment Project 2011 Tax Allocation Bonds, Series B (the "Series 2011B Bonds"), originally issued in the principal amount of $9,420,000, of which $8,790,000 is currently outstanding.

The Series 2011A Bonds, the Series 2011B Bonds, the West Hollywood Refunding Bonds and any Parity Debt issued under a Supplemental Indenture are referred to herein as the "Bonds."

Litigation

There is no action, suit or proceeding pending or, to the knowledge of the West Hollywood Successor officials, threatened, restraining or enjoining the execution or delivery of the West Hollywood Refunding Bonds or the Third Supplemental Indenture, or in any way contesting or affecting the validity of the foregoing or any proceedings of the West Hollywood Successor, its Oversight Board, or the City of West Hollywood taken with respect to any of the foregoing. However, the lawsuit described below relates to issues that may affect the distribution of property tax revenues or other monies to the West Hollywood Successor under the Dissolution Act.

If as described in the forepart of this Official Statement under the caption "LITIGATION," Syncora were to be successful in its lawsuit in obtaining the injunctive relief or writ of mandate sought or if the court in the Syncora Lawsuit were to determine that the Dissolution Act or the Redistribution Provisions or other provisions thereof unconstitutionally impaired the contracts between the former redevelopment agencies and the holders of interests in bonds issued by such agencies, it is possible that the mechanisms currently provided for under the Dissolution Act to provide for distribution of Tax

Revenues to the West Hollywood Successor, and accordingly Tax Revenues for payment on the West Hollywood Refunding Bonds, could be impeded and result in a delinquency or default in the timely payment of principal of, and interest on, the West Hollywood Refunding Bonds. See "LITIGATION" in the forepart of this Official Statement.

Financial Statements

The West Hollywood Successor accounts for its financial transactions through funds representing the East Side Project Area. [A copy of][Excerpts of] the West Hollywood Successor's audited annual financial statements for the fiscal year ended June 30, 2012 were prepared by the certified public accounting firm of Lance, Soll & Lunghard, LLP, and are attached hereto as Appendix __. The West Hollywood Successor has not requested, and the auditor has not provided, any update or review of such audited financial statements in connection with the inclusion thereof in Appendix __ to this Official Statement.

Continuing Disclosure

The West Hollywood Successor has covenanted to provide certain financial information and operating data by not later than [nine months] after the end of the West Hollywood Successor's Fiscal Year (presently June 30) in each year commencing with its report for the 2012-13 Fiscal Year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events as described in the forepart of this Official Statement under the caption "CONTINUING DISCLOSURE." [Neither the Former West Hollywood RDA nor the West Hollywood Successor has failed in the past five years to comply in all material respects with any previous undertaking with respect to Rule 15c2-12.] Pursuant to the Continuing Disclosure Agreement between the County and the West Hollywood Successor, the Authority will act as Dissemination Agent and file the annual reports and notices with the MSRB through EMMA. The annual reports include updates of the information contained in the tables in this Appendix __ with respect to property tax revenues, collections, any material delinquencies, principal taxpayers, and plan limit calculations.

THE REFUNDING PLAN

Net proceeds of the West Hollywood Refunding Bonds will be used refund the West Hollywood Community Development Commission East Side Redevelopment Project 2003 Tax Allocation Bonds, originally issued in the principal amount of $11,500,000, of which $9,265,000 is currently outstanding.

The West Hollywood Successor is issuing the West Hollywood Refunding Bonds to provide moneys (together with other available funds of the West Hollywood Successor) necessary to refund and defease the Series 2003 Bonds in whole. The net proceeds of the West Hollywood Refunding Bonds, along with certain remaining funds from the Series 2003 Bonds, will be used to establish an escrow fund (the "Escrow Fund") for the Series 2003 Bonds, to be held in trust by [Trustee], acting as escrow agent (the "Escrow Agent") under an Escrow Agreement between the West Hollywood Successor and the Escrow Agent, dated as of _____ 1, 2013 (the "Escrow Agreement"). The West Hollywood Successor will apply unspent proceeds in the aggregate amount of $____ currently on deposit under the Indenture and relating to the Series 2003 Bonds and apply such funds to the [Escrow Fund and Reserve Account]. Proceeds deposited into the Escrow Fund will be [used to purchase obligations][applied to] pay the redemption price of the Series 2003 Bonds on _____ __, 2013, at a redemption price equal to 100% of their principal amount as specified in the Escrow Agreement, plus accrued interest. See "VERIFICATION OF MATHEMATICAL ACCURACY" in the forepart of this Official Statement. Upon deposit of such proceeds and other moneys into the Escrow Fund, the Series 2003 Bonds will no longer be deemed outstanding.

The moneys and securities held by the Escrow Agent are pledged to the payment of the Series 2003 Bonds. Moneys deposited in the Escrow Fund are not available to pay principal of or interest on the West Hollywood Refunding Bonds.

[The West Hollywood Successor will retain $_____ currently on deposit under the Indenture and relating to proceeds from the Series 2003 Bonds and apply such funds to pay the costs of completion of scheduled projects.]

THE WEST HOLLYWOOD REFUNDING BONDS

Authority for Issuance

The West Hollywood Refunding Bonds were authorized for issuance pursuant to the West Hollywood Indenture and the Dissolution Act. The issuance of the West Hollywood Refunding Bonds and the execution and delivery of the Third Supplemental Indenture were authorized by the West Hollywood Successor pursuant to Resolution No. _____ adopted on September __, 2013 (the "Resolution"), and by the Oversight Board to the Successor Agency to the West Hollywood Community Development Commission (the "Oversight Board") pursuant to Resolution No. _____ adopted on September __, 2013 (the "Oversight Board Action").

Written notice of the Oversight Board Action was provided to the State Department of Finance ("DOF") pursuant to the Dissolution Act on _____ __, 2013, and the DOF requested a review within five business days of such written notice. On _____ __, 2013, which is within the time period allotted under the Dissolution Act for the DOF to review the Oversight Board's approving resolution, the DOF provided a letter to the West Hollywood Successor stating that based on the DOF's review and application of the law, the Oversight Board Action approving the West Hollywood Refunding Bonds is approved by the DOF. See APPENDIX F – "STATE DEPARTMENT OF FINANCE LETTERS."

Description of the West Hollywood Refunding Bonds

The West Hollywood Refunding Bonds authorized to be issued by the West Hollywood Successor under and subject to the terms of the West Hollywood Indenture and the Law will be designated the "Successor Agency to the West Holly Community Development Commission East Side Redevelopment Project Tax Allocation Bonds, Series 2013A" in the aggregate principal amount of $_____. The West Hollywood Refunding Bonds will be issued as fully registered bonds in the denomination of $5,000 or any integral multiple thereof. The West Hollywood Refunding Bonds will bear interest from the Interest Payment Date next preceding the date of registration thereof, unless such date of registration is during the period from the 16th day of the month next preceding an Interest Payment Date to and including such Interest Payment Date, in which event they shall bear interest from such Interest Payment Date, or unless such date of registration is on or before _____, in which event they shall bear interest from their date of delivery. Interest on the West Hollywood Refunding Bonds will be computed on the basis of a 360-day year of twelve 30-day months. As defined in the West Hollywood Indenture, the term "Interest Payment Date" will mean any March 1 or September 1 on which interest on any Series of Bonds is scheduled to be paid, commencing _____ 1, 20__, with respect to the West Hollywood Refunding Bonds.

The West Hollywood Refunding Bonds will mature on the dates and in the principal amounts set forth in the table below and will bear interest on the basis of a 360-day year consisting of twelve 30-day months at the rates per annum set forth in the table below.

Maturity Date (September 1)	Principal	Interest Rate

The West Hollywood Refunding Bonds and any Parity Debt may be issued at any time under and subject to the terms of the West Hollywood Indenture.

Redemption of West Hollywood Refunding Bonds.

Optional Redemption. The West Hollywood Refunding Bonds maturing prior to September 1, 20__ will not be subject to optional redemption. The West Hollywood Refunding Bonds maturing on or after September 1, 20__ will be subject to optional redemption, in integral multiples of $5,000, from any source of available funds, at the times, at the redemption prices and in the manner provided for optional redemption, at the direction of the West Hollywood Successor, so as to cause such Callable [Authority Bonds] as will be specified by the West Hollywood Successor to be mandatorily redeemed pursuant to the Trust Agreement from the Prepayment resulting from the optional redemption of such West Hollywood Refunding Bonds as described in the forepart of this Official Statement under the caption "THE SERIES 2013 BONDS – Redemption."

In order to effect such optional redemption of West Hollywood Refunding Bonds, the West Hollywood Successor will deliver to the Trustee (i) a Written request of the West Hollywood Successor specifying (A) the maturity or maturities, and the principal amount or amounts (or portion thereof), of the Callable [Authority Bonds] to be mandatorily redeemed from such Prepayment, (B) the date on which such Callable [Authority Bonds] are to be mandatorily redeemed from such Prepayment (which redemption date will be a date on which such Callable [Authority Bonds] are subject to mandatory redemption pursuant to the Trust Agreement as described in the forepart of this Official Statement under the caption "THE SERIES 2013 BONDS – Redemption"), (C) the amount of each mandatory sinking account installment for the [Authority Bonds] to be Outstanding after the date of such mandatory redemption from such Prepayments, and (D) the amount of the Prepayment (or redemption price) necessary to cause such mandatory redemption of such Callable [Authority Bonds], and (ii) a Cash Flow Certificate of an Independent Financial Consultant (A) demonstrating that, if such Prepayment is allocated and applied to the redemption of West Hollywood Refunding Bonds as provided in the paragraph immediately below, the debt service on the West Hollywood Refunding Bonds, together with the debt service payable on all other Local Obligations (as defined in the Trust Agreement), payable on each Interest Payment Date after such redemption date will be sufficient, but not materially more than sufficient, to pay debt service on the [Authority Bonds] to be Outstanding on such Interest Payment Date, (B) specifying the principal amount, as of such redemption date, of the West Hollywood Refunding Bonds, or portion thereof, to the optional redemption of which such Prepayment is to be allocated and applied as provided in the paragraph immediately below, (C) specifying the amount of the redemption premium, if any, to be paid in connection with such optional redemption of such West Hollywood

Refunding Bonds, or portion thereof, to which such Prepayment is to be allocated and applied as provided in the paragraph immediately below, and (D) specifying the principal amount, and the amount of each mandatory sinking account installment, as of such redemption date, of each West Hollywood Refunding Bond that will remain Outstanding if such Prepayment is allocated and applied to the redemption of West Hollywood Refunding Bonds on such redemption date as provided in the paragraph immediately below, which Written request of the West Hollywood Successor and Cash Flow Certificate of such Independent Financial Consultant will be delivered to the Trustee at least 35 days prior to such redemption date, or such later date as will be acceptable to the Trustee.

No later than three (3) Business Day preceding the date specified in a Written request of the West Hollywood Successor delivered pursuant to the paragraph immediately above as the date on which Callable [Authority Bonds] are to be mandatorily redeemed pursuant to the Trust Agreement as described in the forepart of this Official Statement under the caption "THE SERIES 2013 BONDS – Redemption", the West Hollywood Successor will deliver to the Trustee an amount equal to the amount of the Prepayment specified in such Written request of the West Hollywood Successor and, on such redemption date, the Trustee will pay such amount to the Authority Trustee, on behalf of the owners of such Callable [Authority Bonds]. Upon the payment by the Trustee to the Authority Trustee of such amount representing such Prepayment (i) the West Hollywood Refunding Bonds, or portion thereof, debt service on which would have, after such redemption date, been applied to the payment of debt service on such Callable [Authority Bonds] will, as of such redemption date, be deemed to have been optionally redeemed pursuant to the West Hollywood Indenture, and for all purposes hereof will be considered to have been optionally redeemed pursuant to the West Hollywood Indenture, in an amount equal to the principal amount of such West Hollywood Refunding Bonds, or portion thereof, as of such redemption date, and (ii) the remainder of (A) such Prepayment, less (B) accrued interest, if any, thereon and such principal amount of such West Hollywood Refunding Bonds, or portion thereof, as of such redemption date, will be deemed to be, and for all purposes hereof will be considered to be, the redemption premium paid in connection with such optional redemption of such West Hollywood Refunding Bonds, or portion thereof.

Mandatory Redemption from Sinking Account Payments. (i) The West Hollywood Refunding Bonds maturing on September 1, 20__ are subject to mandatory redemption in part by lot on September 1 in each year commencing September 1, 20__, at the principal amount thereof plus accrued interest thereon to the date fixed for redemption in accordance with the following schedule:

Sinking Account payments Due Dates September 1,	Sinking Account payments

In the event that a West Hollywood Refunding Bond subject to mandatory redemption is redeemed in part prior to its stated maturity date from any moneys other than Sinking Account payments, the remaining Sinking Account payments for such West Hollywood Refunding Bond will be reduced proportionately in each year remaining until and including the final maturity date of such West Hollywood Refunding Bond as directed by the West Hollywood Successor.

Selection of Bonds for Redemption

For purposes of selecting West Hollywood Refunding Bonds for redemption, the West Hollywood Refunding Bonds will be composed of $5,000 portions and any such portions may be

separately redeemed. Whenever less than all the Outstanding West Hollywood Refunding Bonds of any Series maturing on any one date are called for redemption at any one time, the Trustee will select the West Hollywood Refunding Bonds to be redeemed from the Outstanding West Hollywood Refunding Bonds maturing on such date not previously selected for redemption, by lot in any manner which the Trustee deems fair.

If any West Hollywood Refunding Bond or any portion thereof will have been duly called for redemption and payment of the redemption price, together with unpaid interest accrued to the date fixed for redemption, will have been made or provided for by the West Hollywood Successor, then interest on such West Hollywood Refunding Bond or such portion will cease to accrue from such date, and from and after such date such West Hollywood Refunding Bond or such portion will no longer be entitled to any lien, benefit or security under the West Hollywood Indenture, and the Owner thereof will have no rights in respect of such West Hollywood Refunding Bond or such portion except to receive payment of such redemption price, and unpaid interest accrued to the date fixed for redemption.

Purchase in Lieu of Redemption

In lieu of redemption of any West Hollywood Refunding Bond pursuant to the West Hollywood Indenture, amounts on deposit in the Sinking Account may also be used and withdrawn by the Trustee at any time prior to selection of West Hollywood Refunding Bonds for redemption having taken place with respect to such amounts, upon a Written request of the West Hollywood Successor, for the purchase of such term West Hollywood Refunding Bonds at public or private sale as and when and at such prices (including brokerage and other charges) as the Trustee may in its discretion determine, but not in excess of par plus accrued interest. Any accrued interest payable upon the purchase of West Hollywood Refunding Bonds will be paid from amounts held in the Special Fund for the payment of interest on the next following Interest Payment Date. Any term West Hollywood Refunding Bonds so purchased will be cancelled by the Trustee forthwith and will not be reissued. The principal of any term West Hollywood Refunding Bonds so purchased by the Trustee in any twelve-month period ending 60 days prior to any Sinking Account Payment Date in any year will be credited towards and will reduce the principal of such term West Hollywood Refunding Bonds required to be redeemed on such Sinking Account Payment Date in such year.

Debt Service Schedule

The following table sets forth the amount of debt service with respect to the West Hollywood Refunding Bonds for each Bond Year:

Year Ended (April 1)	Principal	Interest	Total Debt Service

SECURITY FOR THE WEST HOLLYWOOD REFUNDING BONDS

General

Under the West Hollywood Indenture, the Tax Revenues and all of the amounts on deposit from time to time in the funds and accounts established under the West Hollywood Indenture (other than the Rebate Fund) will be pledged to the payment of the principal of and interest on the Outstanding Bonds as provided under the West Hollywood Indenture. The West Hollywood Successor will irrevocably grant to the Trustee for the benefit of the Owners of the Outstanding Bonds a first charge and lien on, and a security interest in, and will pledge and assign, the Tax Revenues, whether held by the West Hollywood Successor, the County Auditor-Controller, the County Treasurer and Tax Collector or the Trustee, and all amounts in the funds and accounts established under the West Hollywood Indenture (other than the Rebate Fund), including the "Special Fund" (hereinafter called the "Special Fund"), which the West Hollywood Successor will covenant to maintain with the Trustee so long as any Bonds, including the West Hollywood Refunding Bonds, will be Outstanding under the West Hollywood Indenture, to the Trustee for the benefit of the Owners of the Outstanding Bonds.

Including the Series 2003 Bonds, the West Hollywood Successor currently has outstanding $[46,165,000] aggregate principal amount of bonds payable from tax increment revenue from the East Side Project Area.

In furtherance of the West Hollywood Indenture and the Dissolution Act, and in accordance with the County Auditor-Controller's obligations as set forth in California Health and Safety Code Section 34183, the West Hollywood Successor has agreed under the West Hollywood Indenture to take all steps to ensure that the County Auditor-Controller (1) deposits the Tax Revenues into the Special Fund, (2) allocates funds for the principal and interest payments due on the Outstanding West Hollywood Refunding Bonds and any Parity Debt, any Compliance Costs and any deficiency in the Reserve Account pursuant to each valid Recognized Obligation Payment Schedule ("ROPS") (as further described in this Appendix __) in accordance with the Dissolution Act and as provided in the West Hollywood Indenture, and (3) make the transfers to the Trustee under the Origina Indenture.

[The West Hollywood Successor will take all actions required under the Dissolution Act to include on its ROPS for each six-month period all payments expected to be made to the Trustee in order to satisfy the requirements of the Original Indenture, including any amounts required under the West Hollywood Indenture to pay Compliance Costs and replenish the Reserve Account of the Special Fund to the full amount of the Reserve Account Requirement. The West Hollywood Successor will include in its ROPS the amounts reqiored to be transmitted to the Trustee for deposit in the Special Fund. The West Hollywood Successor will submit an Oversight Board-approved ROPS to the County Auditor-Controller and the DOF at least ninety (90) days prior to the January 2 Special Fund distribution and at least ninety (90) days prior to the June 1 Special Fund distribution, as applicable.]

[Expected Compliance Costs, if any, will be included in each ROPS, based upon information provided to the West Hollywood Successor by the Trustee. On or before the fifth Business Day of each September, the Trustee will, after consulting with the Authority, report to the West Hollywood Successor and the County Auditor-Controller expected Compliance Costs for the next succeeding calendar year to be included on the West Hollywood Successor's ROPS.]

[The amount due to the Trustee from the County Auditor-Controller for deposit in the Special Fund on January 2 of the then-current calendar year from amounts required to be deposited into the Special Fund will equal the deposits required pursuant to the Original Indenture and shall include Compliance Costs, plus the amount of any deficiency in the Reserve Account, less the amounts, if any, on

deposit in the Special Fund as of the date of submission for the ROPS pursuant to the West Hollywood Indenture that are in excess of the amounts required to be applied to payment of principal of or interest or sinking account payments on the Outstanding West Hollywood Refunding Bonds and any Parity Debt in the then current calendar Year. The amount due to the Trustee from the County Auditor-Controller for deposit in the Special Fund on June 1 of the then-current calendar year from amounts required to be deposited into the Special Fund will equal the deposits required pursuant to the Original Indenture and will include Compliance Costs, plus the amount of any deficiency in the Reserve Account, less the amounts, if any, on deposit in the Special Fund as of the date of submission for the ROPS pursuant to the West Hollywood Indenture that are in excess of the amounts required to be applied to payment of principal of or interest or sinking account payments on the Outstanding West Hollywood Refunding Bonds and any Parity Debt in the then current calendar year.

[In accordance with California Health and Safety Code Section 34177(m)(3), if the West Hollywood Successor fails to submit to the DOF an Oversight Board-approved ROPS that complies with all requirements of the Original Indenture and the Dissolution Act within five business days of the date upon which the ROPS is to be used to determine the amount of property tax allocations, the West Hollywood Successor will promptly advise the Authority and cause the Authority to confer with the DOF in accordance with Section 34177(m)(3) for its determination whether any amount should be withheld by the County Auditor-Controller for payments for enforceable obligations from distribution to taxing entities, pending approval of a ROPS.]

All Tax Revenues received by the West Hollywood Successor during any calendar year in excess of the amount required to be deposited in the Special Fund during such calendar year pursuant to the Original Indenture will be released from the pledge, security interest and lien thereunder for the security of the Outstanding Bonds, and may be applied by the West Hollywood Successor for any lawful purpose of the West Hollywood Successor, including but not limited to the payment of subordinate debt, or the payment of any rebate amounts. Prior to the payment in full of the principal of and interest and redemption premium (if any) on the Outstanding Bonds and the payment in full of all other amounts payable under the West Hollywood Indenture and under any Supplemental Indentures, the West Hollywood Successor will not have any beneficial right or interest in the moneys on deposit in the Special Fund, except as may be provided in the West Hollywood Indenture and in any Supplemental Indenture.

As provided in the West Hollywood Indenture, the West Hollywood Successor covenants and agrees that all Tax Revenues, when and as received and subject to the Dissolution Act, will be received by the West Hollywood Successor in trust under the West Hollywood Indenture and will be deemed to be held by the West Hollywood Successor as agent for the Trustee, and will be immediately deposited by the West Hollywood Successor with the Trustee in the Special Fund and will be accounted for through and held in trust in the Special Fund, and the West Hollywood Successor will have no beneficial right or interest in any of such money, except only as in the West Hollywood Indenture provided. All such Tax Revenues, whether received by the West Hollywood Successor in trust or deposited with the Trustee, all as provided under the West Hollywood Indenture, will nevertheless be disbursed, allocated and applied solely to the uses and purposes set forth in the West Hollywood Indenture, and will be accounted for separately and apart from all other money, funds, accounts or other resources of the West Hollywood Successor.

Subject only to the Dissolution Act, in order to assure that funds required to be deposited with the Trustee pursuant to the West Hollywood Indenture or so deposited in a timely fashion and to further secure the Bonds, the West Hollywood Successor will irrevocably authorize and direct the County Treasurer and Tax Collector and the County Auditor-Controller to transfer any West Hollywood Successor funds then held in, or later received by the County Treasurer and Tax Collector and the County

Auditor-Controller for deposit in, the Redevelopment Property Tax Trust Fund, to the Trustee for deposit into the Special Fund in the amounts provided for in the West Hollywood Indenture.

The Law authorized redevelopment agencies to make payments to school districts and other taxing agencies to alleviate any financial burden or detriments to such taxing agencies caused by a redevelopment project. [The Former West Hollywood RDA did not enter into any agreements to make such payments.] Additionally, Section 33607.5 and 33607.7 of the Law required mandatory tax sharing applicable to redevelopment projects adopted after January 1, 1994, or amended thereafter in certain manners specified in such statutes (the "Statutory Pass-Through Amounts"). The Dissolution Act provides for a procedure by which the West Hollywood Successor may make Statutory Pass-Through Amounts subordinate to the West Hollywood Refunding Bonds; however, the West Hollywood Successor has determined not to undertake such procedure, and therefore, Statutory Pass-Through Amounts are not subordinate to the West Hollywood Refunding Bonds (see "SECURITY FOR THE WEST HOLLYWOOD REFUNDING BONDS – Statutory Tax Sharing Payments"). [The definition of "Tax Revenues" under the West Hollywood Indenture does not include amounts payable by the West Hollywood Successor pursuant to the Owner Participation Agreement (as defined herein) (see "– Owner Participation Agreement).] The West Hollywood Successor cannot guarantee that this process prescribed by the Dissolution Act of administering the tax increment revenues will effectively result in adequate Tax Revenues for the payment of principal and interest on the West Hollywood Refunding Bonds when due. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS – Recognized Obligation Payment Schedule" in the forepart of this Official Statement and "SECURITY FOR THE WEST HOLLYWOOD REFUNDING BONDS – Recognized Obligation Payment Schedule, "– Statutory Tax Sharing Payments" and "– Owner Participation Agreement" in this Appendix __ for additional information regarding the Statutory Pass-Through Amounts and the amounts payable pursuant to the Owner Participation Agreement applicable to the West Hollywood Successor and the revenues derived from the East Side Project Area.

Reserve Account

Under the West Hollywood Indenture, the Trustee previously established the Reserve Account for the Bonds, including the West Hollywood Refunding Bonds, which is to be maintained in an amount equal to the Reserve Requirement (as defined below) for the Bonds. The Reserve Account was originally established in connection with the issuance of the Series 2003 Bonds. Upon issuance of the West Hollywood Refunding Bonds, the amount on deposit in the Reserve Account established under the West Hollywood Indenture will be equal to the Reserve Requirement on the West Hollywood Refunding Bonds.

Under the Indenture, the "Reserve Requirement" is defined as the least of the following (as calculated by the West Hollywood Successor): (i) 125% of average Annual Debt Service on the Bonds, (ii) 10% of the original principal amount of the Bonds, which includes any Parity Debt, or (iii) Maximum Annual Debt Service.

If at the time of calculation of the Reserve Requirement there are two or more reserve accounts or subaccounts established with respect to the West Hollywood Refunding Bonds and any Parity Debt, then the amounts on deposit in such reserve accounts or subaccounts will be aggregated for purposes of calculating compliance with the Reserve Requirement.

No deposit need be made in the Reserve Account so long as there will be on deposit therein a sum equal to the Reserve Account Requirement. All money in the Reserve Account shall be used and withdrawn by the Trustee solely for the purpose of making transfers to the Interest Account, the Principal Account and the Sinking Account, in such order of priority, in the event of any deficiency at any time in

any of such accounts or for the retirement of all the Bonds then Outstanding, except that so long as the West Hollywood Successor is not in default under the West Hollywood Indenture, any amount in the Reserve Account in excess of the Reserve Requirement will be withdrawn from the Reserve Account semiannually on or before March 1 and September 1 by the Trustee and deposited in the Interest Account. All amounts in the Reserve Account on the final Interest Payment Date will be withdrawn from the Reserve Account and transferred either (i) to the Interest Account and the Principal Account, in such order, to the extent required to make the deposits then required to be made pursuant to the West Hollywood Indenture, or (ii) if the West Hollywood Successor will have caused to be deposited in the Debt Service Fund an amount sufficient to make the deposits required by the West Hollywood Indenture, then at the written request of the West Hollywood Successor to the Redevelopment Fund.

Establishment and Maintenance of Accounts for Use of Moneys in the Special Fund

Under the West Hollywood Indenture, the West Hollywood Successor is required to deposit all of the Tax Revenues received in any Bond Year in the Special Fund (which is established under the West Hollywood Indenture and held by the West Hollywood Successor) promptly upon receipt thereof by the West Hollywood Successor, until such time during such Bond Year as the amounts on deposit in the Special Fund equal the aggregate amounts required to be transferred to the Trustee for deposit into the following accounts of the Debt Service Fund in the following order of priority:

(1) Interest Account;
(2) Principal Account;
(3) Sinking Account;
(4) Reserve Account;
(5) Redemption Account; and
(6) Expense Account.

All moneys in each of such accounts will be held in trust by the Trustee and will be applied, used and withdrawn only for the purposes authorized in the West Hollywood Indenture.

(a) *Interest Account*. On or before the 10th Business Day preceding each Interest Payment Date, the West Hollywood Successor will withdraw from the Special Fund and transfer to the Trustee for deposit in the Interest Account an amount which when added to the amount contained in the Interest Account on that date, will be equal to the aggregate amount of the interest becoming due and payable on the Outstanding Bonds on such Interest Payment Date. No such transfer and deposit need be made to the Interest Account if the amount contained therein is at least equal to the interest to become due on the next succeeding Interest Payment Date upon all of the Outstanding Bonds. All moneys in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds as it becomes due and payable (including accrued interest on any Bonds redeemed prior to maturity pursuant to the West Hollywood Indenture).

(b) *Principal Account*. On or before the 10th Business Day preceding September 1 in each year in which principal of the Bonds is due and payable, the West Hollywood Successor will withdraw from the Special Fund and transfer to the Trustee for deposit in the Principal Account an amount which, when added to the amount then contained in the Principal Account, will be equal to the principal becoming due and payable on the Outstanding Serial Bonds and any maturing Term Bonds on the next Interest Payment Date. No such transfer and deposit need be made to the Principal Account if the amount contained therein is at least equal to the principal to become due on the next Interest Payment Date on all of the Outstanding Serial Bonds and any maturing Term Bonds. All moneys in the Principal Account will be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Bonds as it becomes due and payable.

(c) *Sinking Account*. On or before the 10th Business Day preceding each September 1 on which any Outstanding Term Bonds are subject to mandatory redemption, the West Hollywood Successor will withdraw from the Special Fund and transfer to the Trustee for deposit in the Sinking Account an amount which, when added to the amount then contained in the Sinking Account, will be equal to the aggregate principal amount of the Term Bonds required to be redeemed on such September 1 under the Indenture. All moneys on deposit in the Sinking Account will be used and withdrawn by the Trustee for the sole purpose of paying the principal of the Term Bonds as it becomes due and payable upon redemption under the West Hollywood Indenture.

(d) *Reserve Account*. If prior to any Interest Payment Date the amount on deposit in the Reserve Account is less than the Reserve Requirement, the Trustee will promptly notify the West Hollywood Successor of such fact. Promptly upon receipt of any such notice, the West Hollywood Successor will withdraw from the Special Fund and transfer to the Trustee an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account. If there is then not sufficient moneys in the Special Fund to transfer an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account, the West Hollywood Successor will be obligated to continue making transfers as Tax Revenues become available in the Special Fund until there is an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account. No such transfer and deposit need be made to the Reserve Account so long as there is on deposit therein a sum at least equal to the Reserve Requirement.

All money in the Reserve Account shall be used and withdrawn by the Trustee solely for the purpose of making transfers to the Interest Account, the Principal Account and the Sinking Account, in such order of priority, in the event of any deficiency at any time in any of such accounts or for the retirement of all the Bonds then Outstanding, except that so long as the West Hollywood Successor is not in default under the West Hollywood Indenture, any amount in the Reserve Account in excess of the Reserve Requirement will be withdrawn from the Reserve Account semiannually on or before March 1 and September 1 by the Trustee and deposited in the Interest Account.

(e) *Surplus*. The Hollywood Successor will not be required to deposit in the Special Fund in any Bond Year an amount of Tax Revenues which, together with other available amounts in the Special Fund, exceeds the amounts required to be transferred to the Trustee from the Special Fund with respect to such Bond Year. In the event that, for any reason whatsoever, any amount remains on deposit in the Special Fund on the last day of any Bond Year (being the applicable September 1) after making all of the transfers from the Special Fund with respect to such Bond Year theretofore required to be made under the West Hollywood Indenture, the Hollywood Successor may withdraw such amount from the Special Fund to be used for any lawful purpose of the Hollywood Successor.

(f) *Redemption Account*. On or before the 5th Business Day preceding any redemption date on which Bonds are to be redeemed through optional redemption, the Hollywood Successor will withdraw from the Special Fund and transfer to the Trustee for deposit in the Redemption Account an amount required to pay the principal of and premium, if any, on the Bonds to be redeemed on such redemption date. All moneys in the Redemption Account will be used and withdrawn by the Trustee solely for the purpose of paying the principal of and premium, if any, on the Bonds to be redeemed on the date set for such redemption.

(g) *Expense Account*. The Trustee will set aside from the Special Fund and deposit in the Expense Account such amount as may be necessary to pay from time to time Compliance Costs. All moneys in the Expense Account will be applied to the payment of Compliance Costs, upon presentation of a Written request of the Agency setting forth the amounts, purposes, the names of the payees and a statement that the amounts to be paid are proper charges against the Expense Account. So long as any of

the Bonds authorized under the West Hollywood Indenture, or any interest thereon, remain unpaid, the moneys in the Expense Account will be used for no purpose other than those required or permitted by the West Hollywood Indenture and the Law.

Parity Debt

*Parity Bond*s. The West Hollywood Successor may, at any time after the issuance and delivery of the West Hollywood Refunding Bonds, issue Parity Debt payable from the Tax Revenues and secured by a lien and charge upon the Tax Revenues equal to and on a parity with the lien and charge securing the Outstanding Bonds (the "Parity Debt"), subject to the terms of the West Hollywood Indenture. The West Hollywood Indenture provides that the West Hollywood Successor may issues or incur Parity Debt from Tax Revenues on a parity with the West Hollywood Refunding Bonds only for purposes of refunding the West Hollywood Refunding Bonds or other outstanding Parity Debt, including payment of all costs incidental to or connected with such refunding, but only subject to specific conditions set forth in the West Hollywood Indenture, including, among others, an annual debt service savings test.

In addition, the West Hollywood Indenture provides for the West Hollywood Successor to incur Subordinate Debt upon the satisfaction of the conditions contained in the West Hollywood Indenture.

The Dissolution Act in its current form, however, does not permit an agency issuing bonds or incurring other indebtedness for purposes other than refunding existing enforceable obligations or outstanding bonds of the agency resulting in savings.

Investment of Moneys in Funds and Accounts

[Moneys in the Debt Service Fund, the Interest Account, the Principal Account, the Sinking Account, the Reserve Account, the Redemption Account and the Costs of Issuance Account will be invested by the Trustee in Permitted Investments specified in the written request of the West Hollywood Successor filed with the Trustee at least two Business Days in advance of the making of such investments, except that moneys in the Reserve Account will not be invested in Permitted Investments having a maturity of more than five years. In the absence of any such written request, the Trustee will to the extent practicable invest any such moneys in Permitted Investments described in clause (d) of the definition thereof in the West Hollywood Indenture and selected by the Trustee, which by their terms mature prior to the date on which such moneys are required to be paid out under the West Hollywood Indenture. Moneys in the Special Fund shall be invested by the West Hollywood Successor in any obligations in which the West Hollywood Successor is legally authorized to invest its funds. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account. Whenever in the West Hollywood Indenture any moneys are required to be transferred by the West Hollywood Successor to the Trustee, such transfer may be accomplished by transferring a like amount of Permitted Investments. Subject to the covenant to comply with the Internal Revenue Code, all interest or gain derived from the investment of amounts in any of the funds or accounts held by the Trustee under the West Hollywood Indenture will be deposited in the Interest Account; provided, however, that all interest or gain from the investment of amounts in the Reserve Account will be deposited by the Trustee in the Interest Account to the extent not required to cause the balance in the Reserve Account to equal the Reserve Requirement.]

[Moneys in the Special Fund and the Interest Account, the Principal Account, the Sinking Account and the Expense Account thereunder, upon the Written Request of the Authority (for so long as the Authority Trustee shall be owner of Series 2013 Bonds) on behalf of the West Hollywood Successor, shall be invested by the Trustee in [Permitted Investments]. The obligations in which moneys in the Special Fund and the Interest Account, the Principal Account, the Sinking Account and the Expense

Account thereunder are so invested shall mature prior to the date on which such moneys are estimated to be required to be paid out hereunder. For purposes of determining the amount on deposit in any fund or account held by the Trustee under the West Hollywood Indenture, all [Permitted Investments] credited to such fund or account shall be valued at the lower of cost or the market price thereof (excluding accrued interest and brokerage commissions, if any); provided that [Permitted Investments] credited to the Reserve Account shall be valued at market value (exclusive of accrued interest and brokerage commissions, if any), and any deficiency in the Reserve Account resulting from a decline in market value shall be restored to the Reserve Requirement no later than the next calendar year. Amounts in the funds and accounts held by the Trustee under the Indenture shall be valued at least annually on the first day of September.]

Covenants of the West Hollywood Successor With Respect To Tax Revenues

In accordance with the West Hollywood Indenture, the West Hollywood Successor will comply with all requirements of the Law to insure the allocation and payment to it of the Tax Revenues, including without limitation the timely filing of any necessary ROPS. In accordance with the West Hollywood Indenture, the West Hollywood Successor will covenant that, for so long as the receipt of Tax Revenues is subject to a tax increment limit under the Law, at such time after it has received Tax Revenues in excess of $_____, it will annually review the total amount of Tax Revenues remaining available to be received by the West Hollywood Successor under the Redevelopment Plan's cumulative tax increment limitation, as well as future cumulative Annual Debt Service.

[Particular covenants as necessary].

For additional covenants of the West Hollywood Successor with respect to the West Hollywood Refunding Bonds, see "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS – Covenants of the Agency Participants" in the forepart of this Official Statement.

Limited Obligations

The West Hollywood Successor will not be required to advance any money derived from any source of income other than the Tax Revenues for the payment of the principal of, and the interest on the West Hollywood Refunding Bonds. The West Hollywood Refunding Bonds are special obligations of the West Hollywood Successor and are payable, as to interest thereon and principal thereof, exclusively from the Tax Revenues, and the West Hollywood Successor is not obligated to pay them except from the Tax Revenues. The West Hollywood Refunding Bonds are not a debt of the City, the County, the State of California or any other political subdivision of the State, and neither said City, said State, said County nor any of the State's other political subdivisions is liable therefor, nor in any event will the West Hollywood Refunding Bonds be payable out of any funds or properties other than those of the West Hollywood Successor pledged therefor as provided in the West Hollywood Indenture. The West Hollywood Refunding Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory limitation or restriction, and neither the members of the West Hollywood Successor nor any persons executing the West Hollywood Refunding Bonds are liable personally on the West Hollywood Refunding Bonds by reason of their issuance.

Tax Allocation Financing

Prior to the enactment of AB 26, the Law authorized the financing of redevelopment projects through the use of tax increment revenues. This method provided that the taxable valuation of the property within a redevelopment project area on the property tax roll last equalized prior to the effective date of the ordinance which adopts the redevelopment plan becomes the base year valuation. Assuming

the taxable valuation never drops below the base year level, the taxing agencies thereafter received that portion of the taxes produced by applying then current tax rates to the base year valuation, and the redevelopment agency was allocated the remaining portion produced by applying then current tax rates to the increase in valuation over the base year. Such tax increment revenues allocated to a redevelopment agency were authorized to be pledged to the payment of agency obligations.

The Dissolution Act authorizes refunding bonds, including the West Hollywood Refunding Bonds, to be secured by a pledge of monies deposited from time to time in a RPTTF held by a county auditor-controller with respect to a successor agency, which are equivalent to the tax increment revenues that were formerly allocated under the Law to the redevelopment agency and formerly authorized under the Law to be used for the financing of redevelopment projects, less amounts deducted pursuant to Section 34183(a) of the Dissolution Act for permitted administrative costs of the county auditor-controller. Under the West Hollywood Indenture, Tax Revenues consist of the amounts deposited from time to time in the RPTTF established pursuant to and as provided in the Dissolution Act. Successor agencies have no power to levy property taxes and must look specifically to the allocation of taxes as described above. See "LIMITATIONS ON TAX REVENUES" and "RISK FACTORS" in the forepart of this Official Statement.

Successor agencies have no power to levy property taxes and must look specifically to the allocation of taxes as described above. See "LIMITATIONS ON TAX REVENUES" and "RISK FACTORS" in the forepart of this Official Statement.

Tax Revenues

Under California law, the rate of *ad valorem* property taxes which may be levied with respect to property within a project area is generally limited to 1% of the "full cash" assessed value. In this Appendix __ such taxes are referred to as the "general levy" and are allocated to the State, the County, the City of West Hollywood and all other taxing entities having jurisdiction over all or a portion of the East Side Project Area. The assessed values of property within such project area, as last equalized prior to adoption of the Original Redevelopment Plan, become the "base year" assessed values. Therefore, the base year with respect to the East Side Project Area (the "Base Year") is Fiscal Year 1996-97. Such Base Year was most recently revised in Fiscal Year 2011-12.

The West Hollywood Successor has no power to levy and collect taxes, and any provision of law limiting property taxes or allocating additional sources of income to taxing agencies and having the effect of reducing the property tax rate must necessarily reduce the amount of Gross Tax Revenues and, accordingly, Tax Revenues that would otherwise be available to pay debt service on the West Hollywood Refunding Bonds. Likewise, broadened property tax exemptions could have a similar effect (see "RISK FACTORS" and "LIMITATIONS ON TAX REVENUES" in the forepart of this Official Statement). Additionally, Gross Tax Revenues and, accordingly, Tax Revenues will be reduced each year by a collection fee charged by the County. See "RISK FACTORS" and "LIMITATIONS ON TAX REVENUES – Property Tax Administrative Costs" in the forepart of this Official Statement.

Conversely, any increase in the present tax rate or assessed valuation, or any reduction or elimination of present property tax exemptions, would increase the Tax Revenues available to pay debt service on the West Hollywood Refunding Bonds (see "LIMITATIONS ON TAX REVENUES" for discussion of the Constitutional constraints of increasing tax rates and assessed valuation).

Recognized Obligation Payment Schedule

Before each six-month period, the Dissolution Act requires successor agencies to prepare and approve, and submit to the successor agency's oversight board and the DOF for approval, a ROPS. See also "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2013 BONDS – Recognized Obligation Payment Schedule." The West Hollywood Successor has covenanted under the West Hollywood Indenture to take all actions required under the Dissolution Act to include on the ROPS for each six-month period all payments to the Trustee to satisfy the requirements of the West Hollywood Indenture, including any amounts required under the West Hollywood Indenture to replenish the Reserve Account of the Debt Service Fund to the full amount of the Reserve Requirement.

The West Hollywood Successor has further covenanted under the West Hollywood Indenture to comply with all other requirements of the Dissolution Act. Without limiting the generality of the foregoing, the West Hollywood Successor covenants and agrees to file all required statements and hold all public hearings required under the Dissolution Act to assure compliance by the West Hollywood Successor with its covenants under the West Hollywood Indenture. Further, the West Hollywood Successor will take all actions required under the Dissolution Act to include scheduled debt service on the Bonds, as well as any amount required under the West Hollywood Indenture to replenish the Reserve Account, in ROPS for each six-month period so as to enable the County Auditor-Controller to distribute from the RPTTF to the Special Fund on each January 2 and June 1 amounts required for the West Hollywood Successor to pay principal of, and interest on, the Bonds coming due in the respective six-month period. These actions will include, without limitation, placing on the periodic ROPS for approval by the Oversight Board and the DOF, to the extent necessary, the amounts to be held by the West Hollywood Successor as a reserve until the next six-month period, as contemplated by paragraph (1)(A) of subdivision (d) of Section 34171 of the Dissolution Act, that are necessary to provide for the payment of principal and interest under the West Hollywood Indenture when the next property tax allocation is projected to be insufficient to pay all obligations due under the West Hollywood Indenture for the next payment due in the following six-month period.

No Pass-Through Agreements

Prior to 1994, under the Law, a redevelopment agency could enter into an agreement to pay increment revenues to any taxing agency that has territory located within a redevelopment project in an amount which in the agency's determination is appropriate to alleviate any financial burden or detriment caused by the redevelopment project. These agreements normally provide for payment or pass-through of tax increment revenue directed to the affected taxing agency, and, therefore, are commonly referred to as pass-through agreements or tax sharing agreements. [The Former West Hollywood RDA did not enter into any such tax sharing agreements with respect to the East Side Project Area, which require the West Hollywood Successor to transfer tax increment revenues prior to the payment of debt service on the West Hollywood Refunding Bonds. However, the Former West Hollywood RDA did enter into an Owner Participation Agreement, as further described below (see "– Owner Participation Agreement"), pursuant to which the West Hollywood Successor agreed to transfer certain tax increment revenues prior to the payment of debt service.] The Law as amended by AB 26 and AB 1484 requires that the County calculate and pay the tax sharing obligations of the former redevelopment agencies located in the County as part of the process of allocating revenue from the RPTTF each January 2 and June 1. The legislation requires that the calculations be done in the same manner as prior to January 1, 2011. This includes, where called for, calculation of statutory tax sharing amounts using a deduction of 20% for Housing Set-Aside despite the fact that this obligation is no longer in effect.

Statutory Tax Sharing Payments

Tax increment revenues are reduced by certain statutory tax sharing payments pursuant to the Law. Any amendment that increases the amount of tax increment to be received in a project area or extends any of the time limits triggers payments to taxing entities with whom the West Hollywood Successor does not have a tax sharing agreement. These payments, which are to begin the fiscal year following the year that the project area's original plan limitations would have taken effect, are calculated using the increase in revenue less the amount of revenue generated by the project area in the year that the former limit would have been reached.

These tax sharing payments continue for the life of the East Side Project Area. The statutory pass-through requirements provide for specific formulas for payments to be made by the West Hollywood Successor to affected taxing entities (see "THE PROJECT AREA – Projected Tax Revenues" for a projection of such payments).

AB 1290 eliminated the statutory authority for negotiated pass-through agreements and provided a formula for mandatory tax sharing, applicable to projects adopted after January 1, 1994 or amended after that date to add territory. The formula thus applies to the East Side Project Area.

Generally speaking, under AB 1290, the West Hollywood Successor is to pay to the affecting taxing agencies percentages of tax increment generated in the East Side Project Area as follows:

1. 20% of gross tax increment revenue (or 25% of revenue after deduction for the low and moderate income housing set-aside) is to be allocated to the taxing agencies for the first fiscal year through the last fiscal year for which the project area receives tax increment,

2. an additional 16.8% of the gross tax increment (or 21% after deduction for the low and moderate income housing set-aside) is to be allocated to the taxing agencies from the 11th through the last fiscal year, based on the increase in assessed value over the 10th fiscal year, and

3. an additional 11.2% of the gross tax increment (14% after deduction for the low and moderate income housing set-aside) is to be allocated to the taxing agencies from the 31st through the last fiscal year, based on the increase in assessed value over the 30th fiscal year.

The payments to the affected taxing agencies are allocated between each agency in proportion to the share of property taxes each agency receives in the year funds are allocated. As indicated, amounts specified as payable to taxing agencies are to be computed after deducting the housing set-aside amount. Accordingly, the West Hollywood Successor's statutory pass-through obligations are payable from Non-Housing Tax Revenues on a senior basis to debt service on the West Hollywood Refunding Bonds.

[The West Hollywood Successor has determined not to undertake any procedure to subordinate the Statutory Pass-Through Amounts and thus, such amounts are not subordinate to the West Hollywood Refunding Bonds.] The West Hollywood Successor cannot guarantee that the process prescribed by the Dissolution Act of administering the Gross Tax Revenues will effectively result in adequate Tax Revenues for the payment of principal and interest on the West Hollywood Refunding Bonds when due.

Owner Participation Agreement

The Owner Participation Agreement, dated as of August 2002 (the "Owner Participation Agreement"), by and between the Former West Hollywood RDA and BA Studios, was entered into in connection with the development of a site located in the East Side Project Area bounded by Poinsettia

Place on the west, Santa Monica Boulevard on the north, Formosa Avenue on the east, and a parcel owned by the Los Angeles Department of Water and Power on the south (the "OPA Site").

Under the Owner Participation Agreement, the Former West Hollywood RDA agreed to rebate to BA Studios, on an annual basis until June 2, 2027, an amount equal to the following:

(1) 50% of the Net Tax Increment (as defined below) generated from new development on the OPA Site which is completed prior to the expiration date of the Development Agreement between the City and Warner Hollywood Studios (as it may be extended), and

(2) to the extent that costs of the mitigation required in connection with such Development Agreement, as amended, exceeds $10,000, 100% of the Net Tax Increment generated from the development of the BA Studios Parking Structure, with interest from the date the expenses were incurred, until such time as BA Studios has been reimbursed for its mitigation expenses in excess of $10,000, or June 2, 2027, whichever comes first.

The Owner Participation Agreement defines "Net Tax Increment" as the balance of monies allocated to and paid to the Former West Hollywood RDA under Section 33676(b) et seq. of the Law that remain after deduction by the County for administrative fees and required payments to taxing agencies, less the Housing Set-Aside.

[Because "new development" within the definition of the Owner Participation Agreement has not occurred on the site, the West Hollywood Successor is not currently obligated to make any of the payments under the Owner Participation Agreement outlined above. [The Tax Revenue projections contained in this Appendix __ do not reflect any obligations related to the Owner Participation Agreement.] However, if "new development" within the meaning of the Owner Participation Agreement were to occur before the expiration date of the Development Agreement, Non-Housing Tax Revenues available to pay debt service on the West Hollywood Refunding Bonds would exclude future payments made under the Owner Participation Agreement.] [To confirm]

Low and Moderate Income Housing Provisions

The Redevelopment Plan provides that a portion of all taxes which are allocated to the West Hollywood Successor pursuant to the Law must be paid into a separate Low and Moderate Income Housing Fund and used by the West Hollywood Successor for the purpose of increasing and improving the community's supply of housing available at affordable cost to persons and families of low and moderate income. Under the Dissolution Act, the categories of sources of payments for enforceable obligations listed on a ROPS include, among others, the Low and Moderate Income Housing Fund.

Tax Rates

See "THE PROJECT AREA – Projected Tax Revenues" for a discussion of the tax rate assumptions utilized by the West Hollywood Successor in projecting Gross Tax Revenues and Tax Revenues.

THE REDEVELOPMENT PLAN

General

The Original Redevelopment Plan for the East Side Project Area was originally approved by the West Hollywood City Council pursuant to an ordinance adopted on June 2, 1997. The Original

Redevelopment Plan was amended on January 5, 2004, pursuant to Ordinance No. 03-674 as permitted by SB 1045 (see "LIMITATIONS ON TAX REVENUES – Tax Increment Limitation; Senate Bill 211").

The Original Redevelopment Plan describes the boundaries of the East Side Project Area, contains a general statement of the objectives of the East Side Project Area, land use, layout of principal streets, building intensities and standards, and other criteria proposed as the basis for redevelopment of the East Side Project Area. The Redevelopment Plan describes the boundaries of the East Side Project Area, which are generally summarized as follows: the East Side Project Area is located in the City of West Hollywood and is bounded by Fountain Avenue to the north, Hayworth Avenue to the west, La Brea Avenue to the east, and Romaine Street and Willoughby Avenue to the south. Santa Monica Boulevard, the City of West Hollywood's easterly gateway, bisects the East Side Project Area and is the focus of redevelopment activity.

Financial Limitations

See "LIMITATIONS ON TAX REVENUES – Tax Increment Limitations; Senate Bill 211" for a discussion of certain other matters which limit Gross Tax Revenues or impact the use thereof.

Project Area Plan Limitations

In accordance with the Law as it existed prior to the adoption of AB 26, redevelopment plans adopted after October 1, 1976 are required to include a limitation on the number of tax increment dollars that may be allocated to the West Hollywood Successor, and a time limit on the establishment of indebtedness to be repaid with tax increment. In addition, if the plan authorizes the issuance of tax allocation bonds, a limit on the amount of bonded indebtedness that may be outstanding at one time must be included.

Chapter 942, Statutes of 1993, was adopted by Assembly Bill 1290 and established further limits on redevelopment plans. Chapter 942 restricted the life span of redevelopment plans adopted prior to 1994. The time limit for establishing indebtedness was limited to 20 years from the adoption of the redevelopment plan or January 1, 2004, whichever was later. The life of the existing redevelopment plans was limited to 40 years from the date of adoption or January 1, 2009, whichever is later. Finally, a redevelopment agency was restricted from paying indebtedness with tax increment beyond 10 years after termination of the redevelopment plan effectiveness except to fund deferred Housing Set-Aside Requirements and to repay indebtedness incurred prior to January 1, 1994.

On January 5, 2004, the West Hollywood City Council adopted Ordinance No. 03-674 that, in accordance with the Law, amended the Plan in accordance with the Law as amended by SB 1045, extended by one year the termination date of the Plan and by extension the last date to repay indebtedness. Legislation adopted by SB 1096 in connection with the State's budget provided that the termination dates of redevelopment plans with less than 20 years remaining may be extended by one year for each of the two ERAF payments that redevelopment agencies are obligated to make under other provisions of the budget legislation. The West Hollywood Successor made the requisite ERAF payments but the Plan was not eligible for extension under the terms of this legislation.

The table below summarizes the currently applicable redevelopment plan limits for the East Side Project Area.

Last Date to Incur Debt	Plan Expiration	Last Date to Repay Debt	Tax Increment Limit	Limit on Bonded Debt Outstanding*
June 2, 2017	June 2, 2028	June 2, 2043	None	$420,000,000

* Represents the limit as of December 31, 2012, based on the original bonded indebtedness limit of $200,000,000 plus an inflator based on the Los Angeles-Anaheim-Riverside Consumer Price Index.

[Discuss Tax Increment Limit]

There is a question on the applicability of tax increment limits after adoption of AB 26 and AB 1484. The matter remains subject to further guidance from the DOF, legislation and interpretation by the courts. If the East Side Project Area cumulative tax increment limit is deemed to no longer be applicable, no interruption of tax increment revenue will occur. For purposes of the projections in this Appendix __ and in that portion of Fiscal Consultant's Report with respect to the West Hollywood Successor appearing in Appendix __, it is assumed that all redevelopment plan limits will be enforced.

THE PROJECT AREA

General

The West Hollywood Refunding Bonds will be secured by tax increment revenues from the East Side Project Area. The East Side Project Area encompasses 338 acres (approximately 0.53 square miles), or about 28% of the total incorporated area of the City of West Hollywood. The following table illustrates the land use of secured property in the East Side Project Area.

TABLE __-__
EAST SIDE PROJECT AREA
LAND USE STATISTICS
(Fiscal Year 2013-14)

Land Use	Parcels	2013-14 Net Taxable Value	Percent of Total
Residential	1,140	$728,769,992	58.41%
Commercial	175	347,298,008	27.84
Industrial	16	94,907,517	7.61
Institutional	16	9,255,181	0.74
Recreational	2	2,598,941	0.21
Vacant	25	6,315,980	0.51
Exempt	20	0	0.00
Subtotal	1,394	$1,189,145,619	95.31%
Cross Reference Parcels		$ 2,159,358	0.17%
Unsecured		56,373,130	4.52
Subtotal		$ 58,532,488	4.69%
TOTAL		**$1,247,678,107**	**100.00%**

Source: The West Hollywood Successor.

The East Side Project Area is located in the City of West Hollywood and is bounded by Fountain Avenue to the north, Hayworth Avenue to the west, La Brea Avenue to the east, and Romaine Street and Willoughby Avenue to the south. Santa Monica Boulevard, the City of West Hollywood's easterly gateway, bisects the project area and is the focus of redevelopment activity.

The following are the ten largest property taxpayers in the East Side Project Area, based upon the 2013-14 locally assessed tax roll reported by the County Assessor. The aggregated total assessed valuation of these property owners is approximately 26.8% of the total assessed valuation of property within the East Side Project Area.

TABLE __-__
EAST SIDE PROJECT AREA
MAJOR PROPERTY TAXPAYERS
(Fiscal Year 2013-14)

	Property Owner	Primary Land Use	Fiscal Year 2013-14 Total Assessed Valuation	Percent of Total[1]
1.	CLPF West Hollywood [2]		$85,326,635	6.84%
2.	Studio Lending Group [2]		71,277,955	5.71
3.	Time Warner Cable Pacific West		35,697,650[1]	2.86
4.	Casden Movietown		30,562,735	2.45
5.	Essex Monarch La Brea Apartments LP		27,900,000	2.24
6.	RSH Properties I [2]		26,000,000	2.08
7.	Essex Monarch Santa Monica Apartments LP [2]		25,280,000	2.03
8.	The Promenade		13,188,708	1.06
9.	Domain WH [2]		10,624,795	0.85
10.	Donald T Sterling Trust – Sterling Family Trust		9,126,400	0.73
			$334,984,878	

[1] Represents unsecured value only.
[2] Currently has assessment appeals on file.
Source: Los Angeles County Assessor.

Assessed Valuation

The following table sets forth the taxable assessed valuations for the East Side Project Area and the tax increment revenues for the last ten Fiscal Years. According to the County, the total net assessed valuation of the East Side Project Area for Fiscal Year 2013-14 is $1,247,678,107, an increase of approximately [8.3]% since the adjusted base year of [2011-12].

TABLE __-__
EAST SIDE PROJECT AREA
ASSESSED VALUATIONS AND TAX INCREMENT REVENUES
(Fiscal Years 2003-04 to 2013-14)

Fiscal Year	Assessed Value	Less: Base Year Value [1]	Value Over Base Year	Tax Increment [2]
2004-05	$ 672,187,368	$412,020,410	$ 260,166,958	
2005-06	793,200,478	412,020,410	381,180,068	
2006-07	899,271,969	412,020,410	487,251,559	
2007-08	1,008,661,003	412,020,410	596,640,593	
2008-09	1,137,791,621	412,020,410	725,771,211	
2009-10	1,179,003,501	411,116,718	767,886,783	
2010-11	1,151,008,965	411,116,718	739,892,247	
2011-12	1,151,775,225	409,266,718	742,508,507	
2012-13[3]	1,142,396,612	409,266,718	733,129,894	
2013-14[4]	1,247,678,107	409,266,718	838,411,389	

(1) Base Year value modified due to adjustments by State Board of Equalization. See "LIMITATIONS ON TAX REVENUES – Unitary Property" in the forepart of this Official Statement.
(2) [Actual tax increment received by the West Hollywood Successor, which is approximately ____% of Tax Revenues (see "Projected Tax Revenues" below).]
(3) [Hayworth House Apartments?]
(4) Projected. Does not include receipt of prior delinquencies or supplemental payments.
Source: County Auditor-Controller, County of Los Angeles; California Municipal Statistics, Inc.

For projections of growth in incremental assessed valuation and [Gross Tax Revenue], see "Projected Tax Revenues" below.

The Los Angeles County Assessor has reviewed and made adjustments to the values of residential properties sold after July 2004 pursuant to the requirements of Proposition 8. The constitution requires the Assessor to enroll a property's value at the lesser of the prior year value adjusted for inflation or the current market value. For information regarding appeals, see "– Assessment Appeals" below.

The following table illustrates the County's calculation of taxable net assessed value and incremental value for property within the East Side Project Area for Fiscal Year 2013-14 and projection of incremental taxable value and tax increment revenue for Fiscal Years 2014-15 through Fiscal Year 2021-22.

TABLE __-__
EAST SIDE PROJECT AREA
INCREMENTAL ASSESSED VALUE AND TAX INCREMENT REVENUE
(000's Omitted)

		2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
Taxable Values [1]										
Real Property [2]		$1,222,350	1,176,256	1,199,781	1,223,777	1,248,253	1,273,218	1,298,682	1,324,656	1,351,149
Personal Property [3]		25,328	25,328	25,328	25,328	25,328	25,328	25,328	25,328	25,328
Total Projected Value		**1,247,678**	**1,201,584**	**1,225,109**	**1,249,105**	**1,273,580**	**1,298,545**	**1,324,010**	**1,349,983**	**1,376,477**
Taxable Value Over Base	**$409,267**	**838,411**	**838,411**	**792,317**	**815,842**	**839,838**	**864,314**	**889,279**	**914,743**	**940,717**
Gross Tax Increment Revenue [4]		8,384	8,384	7,923	8,158	8,398	8,643	8,893	9,147	9,407
Unitary Tax Revenue		11	11	11	11	11	11	11	11	11
Gross Revenues		**8,395**	**8,395**	**7,934**	**8,169**	**8,409**	**8,654**	**8,904**	**9,158**	**9,418**
LESS:										
SB 2557 Administrative Fee [5]		(124)	(124)	(117)	(121)	(124)	(128)	(131)	(135)	(139)
Pass Throughs										
AB 1290 Statutory Tax Sharing Tier 1 [6]		(1,679)	(1,679)	(1,587)	(1,634)	(1,682)	(1,731)	(1,781)	(1,832)	(1,884)
AB 1290 Statutory Tax Sharing Tier 2 [6]		(402)	(402)	(324)	(364)	(404)	(445)	(487)	(530)	(573)
AB 1290 Statutory Tax Sharing Tier 3 [6]		(0)	0	0	0	0	0	0	0	0
Tax Revenues		**6,191**	**5,906**	**6,051**	**6,200**	**6,351**	**6,505**	**6,662**	**6,822**	**6,986**

(1) Taxable values as reported by Los Angeles County.
(2) Real property consists of land and improvements. Increased for inflation at 0.5% for 2014-15 and at 2% annually thereafter. Values for 2013-14 are increased by $18.1 million for 36 transfers of ownership after January 1, 2013, and decreased by $69.95 million for projected value loss due to pending assessment appeals.
(3) Personal property is held constant at 2013-14 level.
(4) Projected Gross Tax Increment is based upon incremental values factored against the general levy tax rate of $1.00 per $100 of taxable value. Per AB 26, all revenue derived from debt service override tax rates will be directed to the levying entities.
(5) County Administrative fee is estimated at 1.48% of Gross Revenues.
(6) Pursuant to Health and Safety Code Section 33607.5, taxing entities receive their shares of 25% of total tax increment revenue net of housing set aside (Tier 1). In addition, beginning in fiscal year 2008-09 and using the East Side Project Area assessed value for fiscal year 2007-08 as an adjusted base year value, taxing entities receive 21% of tax revenue derived from the incremental increase in value above the adjusted base year value. Beginning in fiscal year 2028-29 and using the East Side Project Area assessed values for fiscal year 2027-28 as an adjusted base year value, taxing entities receive 14% of revenue derived from incremental value above this second adjusted base year value net of housing set aside (Tier 3). The City of West Hollywood is considered a taxing entity and has elected to receive its share of the Tier 1 pass through amount. The City may not receive any share of the Tier 2 or Tier 3 payment amounts.

Source: County of Los Angeles.

Secured Tax Levy and Collections

Property tax collection statistics for the City of West Hollywood or the East Side Project Area are unavailable. [Historically, delinquency rates within the City of West Hollywood have been lower than delinquency rates for the County as a whole.] For informational purposes, the Fiscal Consultant has reported that recent *ad valorem* collection delinquencies for the City of West Hollywood have averaged ___%.

Assessment Appeals

There are two basic types of assessment appeals provided for under California law. The first type of appeal, commonly referred to as a base year assessment appeal, involves a dispute on the valuation assigned by the Assessor immediately subsequent to a change in ownership or completion of new construction. If the base year value assigned by the Assessor is reduced, the valuation of the property cannot increase in subsequent years more than two% annually unless and until another change in ownership and/or additional new construction activity occurs. The second type of appeal, commonly referred to as a Proposition 8 appeal, can result if factors occur causing a decline in the market value of the property to a level below the property's then current taxable value.

The County experienced a high level of assessment appeals in the late 1990's and again in the period from [2005-2011]. Within the East Side Project Area the primary cause of such appeals was the declining market value of improved and unimproved residential property. Further significant appeals to assessed values in the East Side Project Area may be filed from time to time in the future. The West Hollywood Successor cannot predict the extent of these appeals or their likelihood of success.

The following table shows the appeal data, as of July 7, 2013, for fiscal years 2008-09 through 2012-13:

Total No. of Appeals	**No. of Resolved Appeals**	**No. of Successful Appeals**	**Average Reduction**	**No. of Appeals Pending**	**Estimated No. of Appeals Allowed**	**Est. Reduction on Pending Appeals Allowed** (2014-15 AV Adjustment)
222	133	85	16.83%	89	57	$69,947,826

There are 89 pending assessment appeals within the East Side Project Area. The values under appeal total $____ million and the owners are seeking reductions totaling $____ million. Based on the average number of appeals allowed over the past five years and the average reduction in value achieved in those successful appeals, the Fiscal Consultant estimates that ___ of the currently pending appeals will be allowed with a reduction of $___ million. The expected reduction in value has been incorporated into the projections in this Appendix __ and in that portion of Fiscal Consultant's Report with respect to the West Hollywood Successor appearing in Appendix __ as a reduction in assessed value for fiscal year 2013-14. [A table of pending appeals among top ten taxpayers appears in that portion of Fiscal Consultant's Report with respect to the West Hollywood Successor appearing in Appendix __.] Of these appeal requests on record the West Hollywood Successor estimates, if fully successful, would decrease the Fiscal Year 2013-14 assessed value of property within the East Side Project Area by approximately $____ million (____%). The County has two years from the date of filing to rule on appeal requests. If the County reduces the assessed value of any parcel, there can be no assurance that the reduction will be by the amount estimated by the West Hollywood Successor. Also, additional appeals on property within the East Side Project Area may be filed in the future.

See “Assessed Valuation” above, for a summary of historical assessed property valuations in the East Side Project Area. The County established the assessed valuation of the East Side Project Area for Fiscal Year 2013-14 at $1,247,678,107, an increase of approximately $105,281,495 (9.2%) from Fiscal Year 2012-13.

Projected Tax Revenues

The following table shows the current and projected valuation of taxable property in the East Side Project Area and the projected Gross Tax Revenues and Tax Revenues. Such projections are estimates only and no assurance can be given that such projections will be achieved. For a discussion of certain matters that will or could cause reductions in the Tax Revenues available in future years, see “LIMITATIONS ON TAX REVENUES” and “RISK FACTORS” in the forepart of this Official Statement and “SPECIAL RISK FACTORS” in this Appendix __.

TABLE __-__
EAST SIDE PROJECT AREA
PROJECTION OF PROJECT AREA TAX REVENUE
(Dollars in Thousands)

Year	Total Taxable Value	Incremental Value Over Base ($409,267)	Gross Tax Revenues	SB 2557 Charge	Statutory Tax Sharing			Tax Revenues
					Tier 1	Tier 2	Tier 3	
2013-14								
2014-15								
2015-16								
2016-17								
2017-18								
2018-19								
2019-20								
2020-21								
2021-22								
2022-23								
2023-24								
2024-25								
2025-26								
2026-27								
2027-28								
2028-29								
2029-30								
2030-31								
2031-32								
2032-33								
2033-34								
2034-35								
2035-36								

[Footnotes to come]
Source: The West Hollywood Successor, KNN Public Finance and HdL Coren & Cone.

Estimated Debt Service Coverage

The following table sets forth the debt service and coverage ratio for the West Hollywood Refunding Bonds and other Parity Debt. There can be no assurance that such projected Tax Revenues will be obtained. Such projections assume the issuance of the West Hollywood Refunding Bonds and the refunding and defeasance of the Series 2003 Bonds. For a discussion of certain matters that will or could cause reductions in the Tax Revenues available in future years, "LIMITATIONS ON TAX REVENUES" and "RISK FACTORS" in the forepart of this Official Statement and "SPECIAL RISK FACTORS" in this Appendix __.

TABLE __-__
EAST SIDE PROJECT AREA
ESTIMATED DEBT SERVICE COVERAGE
(Dollars in Thousands)

Year	Projected Tax Revenues [1]	Series 2011A Bonds Debt Service	Series 2011B Bonds Debt Service	West Hollywood Refunding Bonds Debt Service [2]	Total Debt Service [2]	Coverage Ratio All Parity Debt [2][3]
2013						
2014						
2015						
2016						
2017						
2018						
2019						
2020						
2021						
2022						
2023						
2024						
2025						
2026						
2027						
2028						
2029						
2030						
2031						
2032						
2033						
2034						
2035						

(1) Represents Tax Revenues to West Hollywood Successor. See "Projected Tax Revenues" above.
(2) Preliminary, subject to change.
(3)

Source: The West Hollywood Successor, KNN Public Finance and HdL Coren & Cone.

[DISCUSS IMPACT OF ANY INCREMENT CAP AS APPLICABLE]

Property Tax and Spending Limitations

Article XIIIA of the California Constitution. Section 1(a) of Article XIIIA of the California Constitution limits the maximum *ad valorem* tax on real property to one percent of full cash value, to be collected by the counties and apportioned according to law. For a summary of this and other California constitutional property tax and spending limitations, see "LIMITATIONS ON TAX REVENUES - Property Tax and Spending Limitations" in the forepart of this Official Statement.

Unitary Property

The West Hollywood Successor projects that the amount of unitary revenues to be allocated to the West Hollywood Successor for 2013-14 within the East Side Project Area is $_____. The West Hollywood Successor cannot predict the effect of any future litigation or settlement agreements on the amount of unitary tax revenues received or to be received by the West Hollywood Successor. In addition, the West Hollywood Successor cannot predict the impact on unitary property tax revenues of any transfer of electrical transmission lines to tax-exempt agencies, although the West Hollywood Successor does not expect any transfer to have a material adverse affect on Gross Tax Revenues and, accordingly, Tax Revenues.

Tax Increment Limitation; Senate Bill 211

The Redevelopment Plan provides that the total amount of tax increment revenues which may be divided and allocated to the West Hollywood Successor from the East Side Project Area pursuant to the Redevelopment Plan, time limits to establish any loans, advances or indebtedness to finance projects in the East Side Project Area (however, such loans, advances or indebtedness may be repaid over a period of time longer than such limit). The Redevelopment Plan also provides the total outstanding principal amount of bonds payable from such tax increment and the maximum tax increment pledged to existing obligations, including the West Hollywood Refunding Bonds. See "THE REDEVELOPMENT PLAN – Project Area Plan Limitations" herein for more information.

The Former West Hollywood RDA extended the Original Redevelopment Plan pursuant to SB 1045, and the projections of tax increment revenues reflect such extensions. The Former West Hollywood RDA did not extend any of the Redevelopment Plan limitations with respect to the East Side Project Area pursuant to SB 211 or SB 1096. For additional information regarding time limits relating to the Redevelopment Plan, see "THE REDEVELOPMENT PLAN – Project Area Plan Limitations" above and "LIMITATIONS ON TAX REVENUES - Tax Increment Limitation; Senate Bill 211" in the forepart of this Official Statement.

CITY OF WEST HOLLYWOOD ECONOMIC AND DEMOGRAPHIC INFORMATION

The following information regarding the City of West Hollywood is presented as additional economic and demographic information that may be relevant to a decision to invest. The West Hollywood Refunding Bonds are payable solely from, and are secured by, the Tax Revenues and all amounts on deposit from time to time in the funds and accounts established under the West Hollywood Indenture (other than the Rebate Fund). The taxing power of the City of West Hollywood, the County of Los Angeles, the State of California or any political subdivision thereof is not pledged to the payment of the West Hollywood Refunding Bonds. See the information under the captions 'The West Hollywood

Refunding Bonds" in this Appendix __ and "THE SERIES 2013 BONDS" in the forepart of this Official Statement.

General

The City was incorporated on November 29, 1984, as a general law city. The City is located in northern Los Angeles County, California, and has a boundary of approximately 1.88 square miles. The City operates under the Council-Manager form of government. The five City Council members, including the Mayor, are elected by districts to four year terms on alternate slates every two years. The Mayor presides over the meetings and has one vote. The West Hollywood City Council appoints a City Manager, who serves as chief executive officer of the City.

Population

The population of the City of West Hollywood has increased approximately ____% from 1980 through 2013. The annual population estimates of the City of West Hollywood in _____ was _____.

SPECIAL RISK FACTORS

The following summaries are provided as additional detail supplemental to the information under the section entitled "RISK FACTORS" in the forepart of this Official Statement. Such information should be considered by prospective investors in evaluating the [Authority Bonds]. However, the following does not purport to be an exhaustive listing of risks and other considerations which may be relevant to investing in the [Authority Bonds]. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks. For additional information, see the section entitled "RISK FACTORS" in the forepart of this Official Statement.

Tax Revenues

Tax Revenues, which secure the West Hollywood Refunding Bonds, are determined by the incremental assessed value of taxable property in the East Side Project Area, the current rate or rates at which property in the East Side Project Area is taxed, and the percentage of taxes collected in the East Side Project Area. Several types of events which are beyond the control of the West Hollywood Successor could occur and cause a reduction in available Gross Tax Revenues and, accordingly, Tax Revenues. A reduction of taxable values of property in the East Side Project Area or a reduction of the rate of increase in taxable values of property in the East Side Project Area caused by economic or other factors beyond the West Hollywood Successor's control (such as a relocation out of the East Side Project Area by one or more major property owners, successful appeals by property owners for a reduction in a property's assessed value, a reduction in the rate of transfers of property, construction activity or other events that permit reassessment of property at lower values, or the destruction of property caused by natural or other disasters, including earthquakes) could occur, thereby causing a reduction in Tax Revenues and, accordingly, Tax Revenues. This risk increases in proportion to the percent of total assessed value attributable to any single assessee in the East Side Project Area and in relation to the concentration of property in such Project Area in terms of size or land use (see "THE PROJECT AREA – General" hereunder). Any reduction in Tax Revenues from the East Side Project Area could have an adverse effect on the West Hollywood Successor's ability to meet its obligations under the West Hollywood Indenture and the West Hollywood Successor's ability to pay the principal of and interest on the West Hollywood Refunding Bonds.

Any reduction in the tax rate applicable to property in the East Side Project Area, by reason of discontinuance of certain override tax levies in excess of the 1% basic levy, will reduce the tax increment revenues and, accordingly, Tax Revenues. There are no overrides reflected in the calculation of Tax Revenues under the West Hollywood Indenture which are derived only from the general levy tax rate. As mentioned in the Fiscal Consultant's Report, many issues involved in the dissolution of redevelopment agencies have yet to be resolved including the continuation of plan limits, override revenues and the treatment of ERAF. Additionally approximately 100 lawsuits have been filed on various aspects of AB 26 and AB 1484 which could impact the dissolution of redevelopment agencies. The projections in this Appendix __ could be impacted as a result of future court decisions.

Estimated Revenues

The West Hollywood Successor has based its projections on certain assumptions with regard to the East Side Project Area, grown in assessed values and Tax Revenue growth. These projections assume that assessed value will increase by 2% a year. A 2% growth rate is the maximum inflationary growth rate permitted by law and this rate of growth has been realized in all but six years since 1981. The years in which less than 2% growth was realized included fiscal years _____. The State Board of Equalization announced in December, 2012 that the inflation adjustment for 2013-14 will be 2.00%. There can be no assurance, however that assessed values will increase as projected, if at all. See "THE PROJECT AREA" for a discussion of these assumptions.

The West Hollywood Successor has reviewed the assessed valuation of property in the East Side Project Area for Fiscal Year 2013-14 and has estimated the Tax Revenues for Fiscal Year 2013-14 to be approximately $[6.19 million]. Maximum Annual Debt Service on the West Hollywood Refunding Bonds is $_____, which is payable in the Bond Year ending September 1, 20___.

Any reduction in assessed value in the East Side Project Area, reduction in tax rates or reduction in taxes collected would reduce the Tax Revenues available to pay debt service on the West Hollywood Refunding Bonds. See "RISK FACTORS" and "LIMITATIONS ON TAX REVENUES – Property Tax Administrative Costs" in the forepart of this Official Statement. See also "THE PROJECT AREA" hereto for a summary of historical assessed valuation of property in the East Side Project Area, current assessment appeals and historical delinquencies.

Redevelopment Plan Limits

There is a question on the applicability of tax increment limits as to time and amounts established under redevelopment plans after the adoption of AB 26 and AB 1484. The matter remains subject to further guidance from the DOF, legislation and interpretation by the courts. If the East Side Project Area cumulative tax increment limit is deemed to no longer be applicable, no interruption of tax increment revenue will occur. For purposes of the projections in this Appendix A in that portion of Fiscal Consultant's Report with respect to the West Hollywood Successor appearing in Appendix __, it is assumed that all redevelopment plan limits will be enforced.

Parity and Subordinate Debt

While the West Hollywood Successor has covenanted not to issue any additional obligations with a lien on tax increment revenues senior to the lien of the West Hollywood Refunding Bonds, the West Hollywood Indenture permits the issuance by the West Hollywood Successor of certain indebtedness which may have a lien upon the Tax Revenues on parity with the lien of the West Hollywood Refunding Bonds, if certain coverage tests are met. See "SECURITY FOR THE WEST HOLLYWOOD REFUNDING BONDS – Parity Debt" herein for more information. The West Hollywood Indenture does

not limit the issuance of tax allocation bonds or other indebtedness secured by a pledge of tax increment revenues subordinate to the pledge of Tax Revenues securing the West Hollywood Refunding Bonds. Under current law, however, the West Hollywood Successor may not issue bonds or incur other indebtedness for purposes other than refunding existing enforceable obligations or outstanding bonds of the West Hollywood Successor resulting in savings.

Levy and Collection

The West Hollywood Successor has no independent power to levy and collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the Gross Tax Revenues, and accordingly, could have an adverse impact on the ability of the West Hollywood Successor to pay debt service on the West Hollywood Refunding Bonds. Likewise, delinquencies in the payment of property taxes could have an adverse effect on the West Hollywood Successor's ability to make timely debt service payments. See "Property Tax Collection Procedures" below.

Natural Disasters; Seismic Hazards

Natural disasters, including floods and earthquakes, could damage improvements and/or property in the East Side Project Area, or impair the ability of landowners within the East Side Project Area to develop their properties or to pay property taxes.

[The City is located along the southern edge of the Santa Monica Mountains and, like most regions in California, is in an area of significant seismic activity. There are numerous faults within and around the City. Major fault zones close to but outside of the City include the Santa Monica, Newport-Inglewood, Raymond, Sierra Madre, San Gabriel and San Andreas faults. The City has defined two fault precautions zones in the vicinity of the Hollywood Fault, and requires fault location studies for new construction with the two zones; however, neither of these zones are within the East Side Project Area. The City has experience earthquakes with a Richter magnitude of 6.0 or greater and with the epicenter being within the greater Los Angeles area, including the 1994 Northridge earthquake. A majority of the property within the East Side Project Area has been developed in conformity with the 1988 Uniform Building Code standards.]

If an earthquake were to substantially damage or destroy taxable property within a Project Area, the assessed valuation of such property would be reduced. Such a reduction of assessed valuations could result in a reduction of the Tax Revenues that secure the West Hollywood Refunding Bonds.

[The most recent Flood Insurance Rate Map prepared by the Federal Emergency Management Agency ("FEMA") for the City is dated June 18, 1987, and indicates that a small portion of the City is within a 100-year flood plain. Following planned construction of a regional storm drain system, the County is planning to submit necessary paperwork to reclassify the 100-year flood plain ("Zone AO") to a "Zone X," similar to the surrounding area. Zone "X" is the designation for lands outside of the 100-year flood plain. The 100-year flood plain is the area subject to flooding based on a storm even that is expected to occur every 100 years on average, based on historic data. Specific regulations are imposed by FEMA for any construction within 100-year flood plains.] [To Update]

Hazardous Substances

An environmental condition that may result in the reduction in the assessed value of parcels would be the discovery of hazardous substances that would limit the beneficial use of a property within the East Side Project Area. In general, the owners and operators of a property may be required by law to

remedy conditions of the property relating to releases or threatened releases of hazardous substances. The Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Superfund Act" is the most well known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner or operator has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the property within the East Side Project Area be affected by a hazardous substance, would be to reduce the marketability and value of the property by the costs of remedying the condition, since the purchaser, upon becoming an owner, will become obligated to remedy the condition just as is the seller.

Assessment Appeals

Property taxable values may be reduced as a result of a successful appeal of the taxable value determined by the County Assessor. An appeal may result in a reduction to the Assessor's original taxable value and a tax refund to the applicant property owner. A reduction in taxable values within the East Side Project Area and the refund of taxes which may arise out of successful appeals by property owners will affect the amount of Gross Tax Revenues and, accordingly, Tax Revenues. The West Hollywood Successor has in the past experienced reductions in its tax increment revenues as a result of assessment appeals. The actual impact to tax increment is dependent upon the actual revised value of assessments resulting from values determined by the County Assessment Appeals Board or through litigation and the ultimate timing of successful appeals. See "THE PROJECT AREA – Assessment Appeals" for a discussion of historical assessment appeals in the East Side Project Area.

Economic Risks

The West Hollywood Successor's ability to make payments on the West Hollywood Refunding Bonds will be partially dependent upon the economic strength of the East Side Project Area. If there is a decline in the general economy of the East Side Project Area, the owners of property may be less able or less willing to make timely payments of property taxes causing a delay or stoppage of Gross Tax Revenues. In the event of decreased values, Gross Tax Revenues and, accordingly, Tax Revenues may decline even if property owners make timely payment of taxes. See "THE PROJECT AREA" for recent historic assessed values within the East Side Project Area and a description of the principal taxpayers of the parcels in the East Side Project Area.

Direct and Overlapping Indebtedness

The ability of land owners within the East Side Project Area to pay property tax installments as they come due could be affected by the existence of other taxes and assessments, imposed upon the land. In addition, other public agencies whose boundaries overlap those of the East Side Project Area could, without consent of the West Hollywood Successor, and in certain cases without the consent of the owners of the land within the East Side Project Area, impose additional taxes or assessment liens on the property to finance public improvements. See "–Bankruptcy and Foreclosure" below.

Bankruptcy and Foreclosure

The payment of property taxes by owners may be limited by bankruptcy, insolvency, or other laws generally affecting creditor's rights or by the laws of the State relating to judicial foreclosure. The various legal opinions to be delivered concurrently with the issuance of the West Hollywood Refunding Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of

the various legal instruments, by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Although bankruptcy proceedings would not cause the property tax obligation of a landowner to become extinguished, such bankruptcy could result in a delay in collection of Tax Revenues, and would increase the likelihood of a delay or default in payment of the principal of and interest on the West Hollywood Refunding Bonds.

Future Legislation and Initiatives

Article XIIIA, Article XIIIB and Proposition 218 were each adopted as measures that qualified for the ballot pursuant to California's initiative process. From time to time other initiative measures could be adopted, further affecting revenues of the West Hollywood Successor or the West Hollywood Successor's ability to expend revenues. In addition, there are currently a number of proposed legislative changes to the Dissolution Act which, if adopted, would also affect revenues of the West Hollywood Successor or the West Hollywood Successor's ability to expend revenues. The nature and impact of these measures cannot currently be anticipated.

Concentration of Ownership

The following ten largest property taxpayers in the East Side Project Area, based upon the 2013-14 locally assessed tax roll reported by the County Assessor, owned approximately 26.8% of the total assessed valuation of property within the East Side Project Area. [Concentration of ownership presents a risk in that if one or more of the largest property owners were to default on their taxes, or were to successfully appeal the tax assessments on property within the East Side Project Area, a substantial decline in Tax Revenues could result.] See "THE PROJECT AREA – General" in this Appendix __ for more information about these ten largest property taxpayers and information as to pending appeals of tax assessments.

[OTHER SPECIAL RISK FACTORS FOR CONSIDERATION:]

Assessed Valuations and Development Surrounding Project Area

[To come if applicable]

Bond Insurers and Third Party Beneficiary Rights to Control Remedies

[To come if applicable]

Ratings Downgrades

[To come if applicable]

Recognized Obligation Payment Schedules and Return of Funds

[To come if applicable]

Attachment 9:

Bond Purchase Agreement (for Series 2013 Authority Bonds), including Agency Letter of Representations and Agency Counsel Opinion

$_____
COUNTY OF LOS ANGELES REDEVELOPMENT REFUNDING AUTHORITY
TAX INCREMENT REVENUE REFUNDING BONDS, SERIES 2013A

BOND PURCHASE AGREEMENT

_____ ___, 2013

County of Los Angeles Redevelopment Refunding Authority
c/o County of Los Angeles
Los Angeles, California

Ladies and Gentlemen:

E. J. De La Rosa & Co., Inc., acting on behalf of itself and as representative (the "Representative") of Citigroup Global Markets Inc. (collectively, the "Underwriters"), and acting in its capacity as principal and not as a fiduciary or agent, offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the County of Los Angeles Redevelopment Refunding Authority (the "Authority"), which upon acceptance will be binding upon the Underwriters and the Authority. The agreement of the Underwriters to purchase the Bonds (as hereinafter defined) is contingent upon the Authority purchasing the Local Obligations (as hereinafter defined) from the Agencies (as hereinafter defined), upon the Authority satisfying all of the obligations imposed upon it under this Purchase Agreement and upon the delivery of executed certificates in the form substantially set forth in Exhibit B hereto by each of the Agencies on the date hereof. This offer is made subject to the Authority's acceptance by the execution of this Purchase Agreement and its delivery to the Representative at or before 8:00 p.m., California local time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Authority at any time prior to the acceptance hereof by the Authority. All capitalized terms used herein, which are not otherwise defined, shall have the meaning provided for such terms in the Trust Agreement, dated as of _____ 1, 2013 (the "Trust Agreement"), by and between the Authority and [Trustee], as trustee (the "Trustee").

1. Purchase, Sale and Delivery of the Bonds.

A. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree to purchase from the Authority and the Authority hereby agrees to sell to the Underwriter all (but not less than all) of the $_____ aggregate principal amount of the County of Los Angeles Redevelopment Refunding Authority Tax Increment Revenue Refunding Bonds, Series 2013A (the "Bonds"), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be $_____ (being 100% of the aggregate principal amount thereof plus/less a net original issue premium/discount of $____ and less an Underwriter's discount of $_____).

The Underwriters agree to make a bona fide public offering of all of the Bonds initially at the public offering prices (or yields) set forth in Exhibit A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriters reserve the right to change the public offering prices (or yields) as each deems necessary in connection with the marketing of the

Bonds, provided that the Underwriters shall not change the interest rates set forth in Exhibit A. The Bonds will be offered and sold to certain dealers at prices lower than such initial offering prices.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Revenues as provided in the Trust Agreement, the Preliminary Official Statement (as hereinafter defined), Article 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California and Parts 1.8 and 1.85 of Division 24 of the Health and Safety Code of the State of California (the "Bond Law"). The issuance of the Bonds has been duly authorized by the Authority pursuant to a resolution (the "Authority Resolution") adopted by the Board of Directors of the Authority on _____ __, 2013. The net proceeds of the Bonds will be used to purchase the following obligations:

(i) [Name of each Local Obligation];

[List the Local Obligations] are referred to collectively herein as the "Local Obligations" or individually as a "Local Obligation."

[List the Agencies] are referred to collectively herein as the "Agencies" or individually as an "Agency."

Each Local Obligation shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from tax increment revenues pledged thereto as provided in:

(i) [Name each Local Obligation Indenture]

([List of Local Obligation Indentures] are referred to collectively as the "Local Obligation Indentures" or, individually as a "Local Obligation Indenture").

The Local Obligations shall be issued in accordance with Parts 1.8 and 1.85 of Division 24 of the Health & Safety Code of the State of California (as amended from time to time, the "Dissolution Act"). The issuance of the Local Obligations has been duly authorized by a resolution adopted by the Board of Directors of each of the Agencies (collectively, the "Agency Resolutions" or, individually, an "Agency Resolution") and by a resolution (collectively, the "Oversight Board Resolutions" or, individually, an "Oversight Board Resolution") of the Oversight Board for the Agency (each, an "Oversight Board"). The net proceeds of each Local Obligation will be used as indicated in the applicable Local Obligation Indenture. The Local Obligations shall be purchased by the Authority pursuant to the terms of Local Obligation Purchase Contracts (the "Local Obligation Purchase Contracts") by and between the Authority and each of the Agencies.

Each of the Local Obligations is being issued to fund a debt service reserve fund and to pay costs of issuance allocable to such Local Obligation and to refund and defease the following bonds issued by the predecessor in interests to each of the respective Agencies:

(i) [List Refunded Bonds].

[List of Refunded Bonds] are referred to collectively or individually herein as the "Refunded Bonds."

B. The Authority hereby acknowledges that the Representative is entering into this Purchase Agreement in reliance on the representations, warranties and agreements made by the Authority herein, and the Authority shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriters and shall immediately notify the Representative if it becomes aware that any representation, warranty or agreement made by the Agencies in connection herewith is incorrect in any material respect.

The Authority acknowledges and agrees that: (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Authority and the Representative; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Representative is and has been acting solely as principal and is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended); (iii) the Representative has not assumed an advisory or fiduciary responsibility in favor of the Authority with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Representative has provided other services or is currently providing other services to the District on other matters); and (iv) the Authority has consulted its own legal, financial and other advisors to the extent that it has deemed appropriate.

C. Pursuant to the authorization of the Authority, the Underwriters have distributed copies of the Preliminary Official Statement dated _____ __, 2013, relating to the Bonds, which, together with the cover page, inside cover page and appendices thereto is herein called the "Preliminary Official Statement." By its acceptance of this Purchase Agreement, the Authority hereby ratifies the use by the Underwriter of the Preliminary Official Statement and the Authority agrees to execute a final official statement relating to the Bonds (the "Official Statement") which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Orrick, Herrington & Sutcliffe LLP, the Authority's Bond Counsel (herein called "Bond Counsel"), and the Underwriters, and to provide copies thereof to the Underwriters as set forth in Section 2(O) hereof. The Authority hereby authorizes and requires the Underwriters to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The Authority further authorizes the Underwriters to use and distribute, in connection with the offer and sale of the Bonds, the Trust Agreement, each of the Local Obligation Indentures, this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on behalf of the Authority or the Agencies to the Representative in connection with the transactions contemplated by this Purchase Agreement.

D. To assist the Underwriters in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"), each of the Agencies will undertake pursuant to a Continuing Disclosure Agreement, dated as of ____ 1, 2013 (each a "Continuing Disclosure Agreement" and, collectively, the "Continuing Disclosure Agreements"), by and among each Agency and the Authority, as dissemination agent (the "Dissemination Agent"), and the Trustee, to provide annual reports and notices of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

E. Except as the Representative and the Authority may otherwise agree, the Authority will deliver to the Underwriters, at the offices of Bond Counsel in Los Angeles, California, or at such other location as may be mutually agreed upon by the Representative and the Authority, the documents hereinafter mentioned; and the Authority will deliver to the Underwriters through the

facilities of The Depository Trust Company ("DTC") in New York, New York, the Bonds, in definitive form (all Bonds bearing CUSIP numbers), duly executed by the Authority and authenticated by the Trustee in the manner provided for in the Trust Agreement and the Bond Law at 8:00 a.m. California time, on _____ __, 2013 (the "Closing Date"), and the Underwriters will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (A) of this Section by wire transfer, payable in federal or other immediately available funds (such delivery and payment being herein referred to as the "Closing"). The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC.

2. Representations, Warranties and Covenants of the Authority. The Authority represents, warrants and covenants to the Underwriter that:

A. The Authority is a joint exercise of powers authority, duly organized and existing under the Constitution and laws of the State of California, and formed pursuant to Articles 1 through 4 (commencing with Section 6500) of Chapter 5, Division 7, Title 1 of the Government Code (the "JPA Act"), with full right, power and authority: (i) to enter into this Purchase Agreement and the Local Obligation Purchase Contracts; (ii) to enter into the Trust Agreement; (iii) to adopt the Authority Resolution authorizing the issuance of the Bonds and entry into this Purchase Agreement and the Trust Agreement and to take all other actions on the part of the Authority relating thereto; (iv) to issue, sell and deliver the Bonds to the Underwriters as provided herein; (v) to purchase the Local Obligations; and (vi) to carry out and consummate the transactions on its part contemplated by this Purchase Agreement, the Trust Agreement and the Official Statement.

The Trust Agreement, the Bonds, this Purchase Agreement and the Local Obligation Purchase Contracts are collectively referred to herein as the "Authority Documents."

B. By all necessary official action of the Authority, the Authority has duly authorized and approved the execution and delivery by the Authority of, and the performance by the Authority of the obligations on its part contained in, the Authority Documents, and has approved the use by the Underwriter of the Preliminary Official Statement and the Official Statement and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered by the parties thereto, the Authority Documents will constitute the legally valid and binding obligations of the Authority enforceable upon the Authority in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally. To the best of the Authority's knowledge, the Authority has complied, and will at the Closing Date be in compliance in all respects, with the terms of the Authority Documents that are applicable to the Authority.

C. The information in the Preliminary Official Statement and in the Official Statement (other than statements pertaining to the book-entry system, [Agency Appendices] [Discuss tables therein] as to which no view is expressed), is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and, upon delivery and up to and including 25 days after the End of the Underwriting Period (as defined in paragraph (D) below), the Official Statement will be amended and supplemented so as to contain no misstatement of any material fact or omission of any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

D. Up to and including 25 days after the End of the Underwriting Period (as defined below), the Authority will advise the Underwriters promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriters, which consent will not be unreasonably withheld. The Authority will advise the Underwriters promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term "End of the Underwriting Period" means the later of such time as: (i) the Bonds are delivered to the Underwriters; or (ii) the Underwriters do not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriters give notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the Authority at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "End of the Underwriting Period."

E. As of the time of acceptance and to the best knowledge hereof and as of the Closing Date, except as otherwise disclosed in the Official Statement, the Authority is not, and as of the Closing Date, will not be, in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State of California or the United States of America, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Authority is a party or is otherwise subject; and, to the Authority's knowledge, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument which breach, default or event could have an adverse effect on the Authority's ability to perform its obligations under the Authority Documents; and, as of such times, except as disclosed in the Official Statement, the authorization, execution and delivery of the Authority Documents and compliance by the Authority with the provisions of each of such agreements or instruments does not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State of California or the United States of America, or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Authority (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound; nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the Authority Documents.

F. At the time of acceptance and to the best knowledge hereof there is, and as of the Closing Date, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "Action") pending (notice of which has been served on the Authority) or to the best knowledge of the Authority threatened, in which any such Action: (i) in any way questions the corporate existence of the Authority or the titles of the officers of the Authority to their respective offices; (ii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of any of the Bonds, or the payment or collection of Revenues (as defined in the Trust Agreement) or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the Authority Documents or the consummation of the transactions on the part of the Authority contemplated thereby; (iii) contests the exclusion of the interest on the Bonds from federal or state income taxation or contests the powers of the Authority which may result in any material adverse

change relating to the financial condition of the Authority; or (iv) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement 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; and, as of the time of acceptance hereof, there is not, and as of the Closing Date, there will be no known basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (iv) of this sentence.

G. The Authority will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters and at the expense of 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 of America 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 Authority will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification in any jurisdiction.

H. The Authority Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement. The Authority represents that the Bonds, when issued, executed and delivered in accordance with the Trust Agreement and sold to the Underwriter as provided herein, will be validly issued and outstanding obligations of the Authority, entitled to the benefits of the Trust Agreement. The Trust Agreement creates a valid pledge of the moneys in certain funds and accounts established pursuant to the Trust Agreement, subject in all cases to the provisions of the Trust Agreement permitting the application thereof for the purposes and on the terms and conditions set forth therein.

I. The issuance and sale of the Bonds is not subject to any transfer or other documentary stamp taxes of the State of California or any political subdivision thereof.

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

K. Any certificate signed by any authorized officer of the Authority and delivered to the Representative in connection with the issuance and sale of the Bonds shall be deemed to be a representation and covenant by the Authority to the Underwriters as to the statements made therein.

L. The Authority will apply the proceeds of the Bonds in accordance with the Trust Agreement.

M. Between the date of this Purchase Agreement and the Closing Date, the Authority will not offer or issue any bonds, notes or other obligations for borrowed money not previously disclosed to the Representative.

N. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the Authority will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Trust Agreement.

O. The Preliminary Official Statement was deemed final by a duly authorized officer of the Authority prior to its delivery to the Underwriters, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of the Rule. The Authority hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Representative within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriters, the Authority shall cause a final printed form of the Official Statement to be delivered to the Underwriters in sufficient quantity to comply with paragraph (b)(4) of the Rule and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

The Authority hereby approves the preparation and distribution of the Official Statement, consisting of the Preliminary Official Statement with such changes as are noted thereon and as may be made thereto, with the approval of Bond Counsel, and the Underwriters, from time to time prior to the Closing Date.

The Authority hereby ratifies any prior use of and authorizes the future use by the Underwriters, in connection with the offering and sale of the Bonds, of the Preliminary Official Statement, the Official Statement, this Purchase Agreement, the Local Obligation Purchase Contracts and all information contained herein, and all other documents, certificates and written statements furnished by the Authority to the Underwriters in connection with the transactions contemplated by this Purchase Agreement.

The execution and delivery of this Purchase Agreement by the Authority shall constitute a representation to the Representative that the representations and warranties contained in this Section 2 are true as of the date hereof.

3. Conditions to the Obligations of the Underwriters. The obligation of the Underwriters to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriters, to the accuracy in all material respects of the representations and warranties on the part of the Authority contained herein, to the accuracy in all material respects of the statements of the officers and other officials of the Authority and the Agencies made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the Authority of its obligations to be performed hereunder at or prior to the Closing Date and, to the following additional conditions:

A. At the Closing Date, the Authority Resolution, the Agency Resolutions, the Authority Documents, the Local Obligation Indentures, the Continuing Disclosure Agreement and the Escrow Agreements relating to the respective Refunded Bonds of each Agency, each dated as of ____ 1, 2013 (collectively, the "Escrow Agreements" or, individually, each an "Escrow Agreement"), shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Representative, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the Local

Obligations, and with the transactions contemplated thereby, and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

B. At the Closing Date, except as was described in the Preliminary Official Statement, the Authority shall not be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Authority is a party or is otherwise subject or bound, and the performance by the Authority of its obligations under the Authority Documents, the Authority Resolution and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Authority is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the Authority of its obligations under the Authority Documents or the Authority Resolution.

C. At the Closing Date, except as described in the Preliminary Official Statement, the Agencies shall not be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which any Agency is a party or is otherwise subject or bound, and the performance by each Agency of its obligations under its respective Local Obligation, Agency Resolution, Local Obligation Indenture, Local Obligation Purchase Contract, Continuing Disclosure Agreement, Escrow Agreement and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed hereunder, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which any Agency is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by any Agency of its obligations under its respective Local Obligation Indenture, the respective Local Obligation issued by such Agency or the performance of the conditions precedent to be performed by the Agencies hereunder, under the Continuing Disclosure Agreement, or under the applicable Escrow Agreements.

D. The information contained in the Official Statement is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant hereto, true and correct in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto, 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 misleading.

E. Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth on the cover page of the Official Statement, of the Bonds shall not have been materially adversely affected, in the judgment of the Representative (evidenced by a written notice to the Authority terminating the obligation of the Underwriters to accept delivery of and pay for the Bonds), by reason of any of the following:

1. Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States of America, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department of the United States of America or the Internal Revenue Service, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon such interest as would be received by any owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof;

2. Legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds or the Local Obligation, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Trust Agreement or the Local Obligation Indentures are not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds or the Local Obligations, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect;

3. A general suspension of trading in securities on the New York Stock Exchange, or a general banking moratorium declared by Federal, State of New York or State of California officials authorized to do so;

4. The introduction, proposal or enactment of any amendment to the Federal or California Constitution or any action by any Federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the Authority or the Agencies, their property, income, securities (or interest thereon), the validity or enforceability of Local Obligations, or the ability of the Authority to purchase any Local Obligations as contemplated by the Local Obligation Indentures and the Official Statement;

5. Any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement, or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits 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 misleading;

6. Any national securities exchange, the Comptroller of the Currency, or any other governmental authority, shall impose as to the Bonds, the Local Obligations or obligations of the general character of the Bonds or the Local Obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters;

7. There shall have occurred any material outbreak or escalation of hostilities or other calamity or crisis the effect of which on the financial markets of the United States of America is such as to make it impracticable, in the reasonable judgment of the Underwriters, following consultation with the Authority, to sell the Bonds;

8. Any proceeding shall have been commenced or be threatened in writing by the Securities and Exchange Commission against any of the Agencies, the County or the Authority;

9. An adverse event has occurred affecting the financial condition or operation of any of the Agencies which, in the opinion of the Underwriter, requires or has required a supplement or amendment to the Official Statement; or

10. Any rating of the securities of any of the Agencies shall have been downgraded, suspended or withdrawn by a national rating service, or there shall have been any official statement by a national rating service as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification), in either case which, in the Underwriter's reasonable opinion, materially adversely affects the marketability or market price of the Bonds; or

11. Any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency of the State, or a decision by any court of competent jurisdiction within the State or any court of the United States shall be rendered which, in the reasonable opinion of the Underwriter, materially adversely affects the market price of the Bonds.

F. At or prior to the Closing Date, the Representative shall have received a counterpart original or certified copy of the following documents, in each case satisfactory in form and substance to the Representative:

1. The Official Statement, executed on behalf of the Authority by its Executive Director or other authorized officer;

2. The Trust Agreement, duly executed and delivered by the Authority and the Trustee, and each Local Obligation Indenture, each duly executed and delivered by the applicable Agency and the Trustee;

3. The Authority Resolution, together with a certificate of the Secretary of the Authority, dated as of the Closing Date, to the effect that such resolution is a true, correct and complete copy of the resolution duly adopted by the Board of Directors of the Authority;

4. The Agency Resolution and the Escrow Agreements, together with a certificate dated as of the Closing Date of each agency to the effect that the applicable Agency

Resolution is a true, correct and complete copy of the resolution duly adopted by that Agency's Board;

5. The Local Obligation Purchase Contracts executed by the Authority and the applicable Agency and the Continuing Disclosure Agreement executed and delivered by each Agency and the Dissemination Agent;

6. An unqualified approving opinion for the Bonds, dated the Closing Date and addressed to the Authority, of Bond Counsel, to the effect that the Bonds are the valid, legal and binding obligations of the Authority and that the interest thereon is excluded from gross income for federal income tax purposes and exempt from personal income taxes of the State of California, in substantially the form included as Appendix [__] to the Official Statement, together with a letter of Bond Counsel, dated the Closing Date and addressed to the Underwriters, to the effect that such opinion addressed to the Authority may be relied upon by the Underwriters to the same extent as if such opinion was addressed to it;

7. A supplemental opinion or opinions, dated the Closing Date and addressed to the Underwriters, of Bond Counsel, to the effect that:

(i) this Purchase Agreement has been duly authorized, executed and delivered by the Authority and, assuming due authorization, execution and delivery by the Representative, constitutes the legal, valid and binding agreement of the Authority and is enforceable in accordance with its terms, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State of California;

(ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(iii) the information contained in the Official Statement on the cover and under the captions ["INTRODUCTION," "THE SERIES 2013 BONDS," "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" and "TAX MATTERS" and in Appendices A and C] to the Official Statement and the information under the captions "—Tax Increment Revenues," "—Security for the ____ Refunding Bonds," "THE ____ REFUNDING BONDS" and "SECURITY FOR THE ____ REFUNDING BONDS" in each of Appendices _____ to the Official Statement, are accurate insofar as such statements purport to summarize certain provisions of the Bonds, the Local Obligation, the Trust Agreement, the Local Obligation Indentures, Bond Counsel's final approving opinion, the Act and the Bond Law;

(iv) the Authority Documents have been duly and validly authorized, executed and delivered by the Authority and constitute the legal, valid and binding obligations of the Authority, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights and by the application of equitable principles if equitable remedies are sought; and

8. An unqualified opinion of Bond Counsel addressed to the Authority, each applicable Agency and the Underwriters with respect to each Local Obligation that each Local Obligation and Local Obligation Indenture has been duly authorized, executed and delivered by the applicable Agency and, assuming due authorization, execution and delivery by the applicable trustee, constitute the legal, valid and binding agreements of such Agency and are enforceable in accordance with their terms, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State of California.

9. A defeasance opinion of Bond Counsel addressed to the Authority, the Underwriters and the applicable Agency to the effect that each of the Refunded Bonds have been legally defeased in accordance with each of the agreements pursuant to which such obligations were issued, and the owners of such obligations have ceased to be entitled to the pledge of tax increment revenues;

10. An opinion of counsel to each Agency, dated the Closing Date and addressed to the Authority and the Underwriters, substantially in the form attached hereto as Exhibit C;

11. A letter, dated the Closing Date and addressed to the Underwriters, of Orrick, Herrington & Sutcliffe LLP, Disclosure Counsel, to the effect that Disclosure Counsel is not passing upon and has not undertaken to determine independently or to verify the accuracy or completeness of the statements contained in the Official Statement, and is, therefore, unable to make any representation to the Underwriters in that regard, but on the basis of its participation in conferences with representatives of the Authority, the Agencies, the Fiscal Consultant, representatives of the Underwriters and others, during which conferences the content of the Official Statement and related matters were discussed, and its examination of certain documents, and, in reliance thereon and based on the information made available to it in its role as Disclosure Counsel and its understanding of applicable law, Disclosure Counsel advises the Underwriters as a matter of fact, but not opinion, that no information has come to the attention of the attorneys in the firm working on such matter which has led them to believe that the Official Statement (excluding therefrom the financial and statistical data, forecasts, charts, numbers, estimates, projections, assumptions and expressions of opinion included in the Official Statement, information regarding DTC and its book entry system, as to all of which no opinion is expressed) as of its date and as of the Closing Date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and advising the Underwriters that, other than reviewing the various certificates and opinions required by this Purchase Agreement regarding the Official Statement, Disclosure Counsel has not taken any steps since the date of the Official Statement to verify the accuracy of the statements contained in the Official Statement;

12. A certificate, dated the Closing Date and signed by the [Executive Director] of the Authority or other authorized officer, to the effect that: (i) the representations and warranties of the Authority contained herein 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) to the best knowledge of such officer, no event has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose

therein in order to make the statements and information therein not misleading in any material respect; and (iii) the Authority has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Authority Documents and the Authority Resolution at or prior to the Closing Date;

13. A certificate dated the Closing Date and signed by an authorized representative of each Agency or an authorized designee, on behalf of each Agency to the effect that: (i) the representations and warranties of such Agency in the certificate set forth in Exhibit B hereto 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) to the best knowledge of such officer, no event has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; (iii) such Agency has complied with all the agreements and satisfied all the conditions on its part to be satisfied under its Local Obligation Purchase Contract, the Agency Resolution and Local Obligation Indenture at or prior to the Closing Date; and (iv) all information in Appendix __ to the Official Statement is true as of the date of the Official Statement and as of the Closing Date does 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 light of the circumstances under which they were made, not misleading;

14. An opinion of County Counsel, as counsel to the Authority, dated the date of Closing and addressed to the Underwriters, the Authority and the Agencies, to the effect that:

(i) The Authority is a public body, corporate and politic, duly organized and validly existing as a joint powers authority under the laws of the State of California;

(ii) The Authority has full legal power and lawful authority to enter into the Authority Documents and to carry out the transactions contemplated under the Authority Documents;

(iii) The Authority Resolution was duly adopted at a meeting of the governing body of the Authority, which was called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Authority Resolution is in full force and effect and has not been modified, amended, rescinded or repealed since the date of its adoption;

(iv) The Authority Documents have been duly authorized, executed and delivered by the Authority and constitute the legal, valid and binding obligations of the Authority enforceable against the Authority in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, to the application of equitable principles where equitable remedies are sought and to the exercise of judicial discretion in appropriate cases;

(v) To the best knowledge of such counsel, the execution and delivery of the Authority Documents and the Official Statement and compliance with the provisions thereof under the circumstances contemplated thereby: (a) do not in any material respect conflict with or constitute on the part of the Authority a breach of or default under any agreement or other instrument to which the Authority is a party or by which it is bound; and (b) do not and will not in

any material respect or constitute on the part of the Authority a violation, breach of or default under any court order or consent decree to which the Authority is subject;

(vi) The Authority Documents and the Official Statement have been duly authorized by the Board of Directors of the Authority and executed on its behalf by an authorized officer of the Authority;

(vii) Except as may be stated in the Official Statement, there is no action, suit, proceeding or investigation before or by any court, public board or body pending (notice of which has been served on the Authority) or, to such counsel's knowledge, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the Authority, or the titles of its members and officers to their respective offices; (b) enjoin or restrain the issuance, sale and delivery of the Bonds, the collection of the Revenues or the pledge thereof; (c) in any way question or affect any of the rights, powers, duties or obligations of the Authority with respect to the Revenues or the moneys and assets pledged or to be pledged to pay the principal of, premium, if any, or interest on the Bonds; (d) in any way question or affect any authority for the issuance of the Bonds, or the validity or enforceability of the Bonds; or (e) in any way question or affect the Authority Documents or the transactions contemplated by the Authority Documents, the Official Statement, or any activity regarding the Bonds;

15. A certificate of HdL Coren & Cone, dated the date of the Closing, addressed to the Authority and the Underwriters, in form and substance acceptable to the Underwriters, (i) certifying as to the accuracy of [APPENDIX __—"FISCAL CONSULTANT'S REPORT" and the information in the Official Statement under the captions "—SECURITY FOR THE ____ REFUNDING BONDS—Pass-Through Agreements" and "Statutory Tax Sharing Payments," "THE REDEMPTION PLAN" and "THE PROJECT AREA" in each of Appendices _____], (ii) consenting to the inclusion of such firm's Fiscal Consultant's Report in the Preliminary Official Statement and the Official Statement, and (iii) stating that, to the best of such firm's knowledge, but without having conducted any investigation with respect thereto, nothing has come to such firm's attention between the date of such report and the date hereof which would materially alter any of the conclusions set forth in such report;

16. Certified copies of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution of the Trust Agreement and the authentication of the Bonds;

17. A Certificate of the Trustee addressed to the Underwriters and the Authority dated the Closing Date, to the effect that: (i) the Trustee is authorized to carry out corporate trust powers, and have full power and authority to perform their respective duties under the Trust Agreement; (ii) the Trustee is duly authorized to execute and deliver the Trust Agreement, to accept the obligations created by the Trust Agreement and to authenticate the Bonds pursuant to the terms of the Trust Agreement; (iii) no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Trustee of the other transactions contemplated to be performed by the Trustee in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Trust Agreement; and (iv) to the best of its knowledge, compliance with the terms of the Trust Agreement will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution or any other agreement or instrument to which the Trustee is a party

or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties;

18. An opinion of counsel to the Trustee, dated the Closing Date, addressed to the Underwriters, the Authority and the Agencies to the effect that the Trustee is a national banking association duly organized and validly existing under the laws of the United States of America having full power and being qualified to enter into, accept and agree to the provisions of the Trust Agreement, and that the Trust Agreement has been duly authorized, executed and delivered by the Trustee, and, assuming due execution and delivery by the respective other parties thereto, constitutes the legal, valid and binding obligation of the Trustee enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and except as such enforceability may be limited by the application of equitable principles if equitable remedies are sought;

19. A certificate of the Authority dated the Closing Date, in a form acceptable to Bond Counsel and the Underwriters, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

20. A Certificate of the Trustee for each Local Obligation in form and substance acceptable to the Authority, Bond Counsel and the Underwriters;

21. [Certificate/Opinion of Dissemination Agent;]

22. [Opinion of Counsel to Trustee for Local Obligations];

23. [Opinion of Counsel of Escrow Agents;]

24. A letter addressed to the Authority and the Agencies, dated the date of the Closing, from [Verification Agent] verifying the accuracy of the mathematical computations concerning the adequacy of the maturing principal amounts of the government obligations, together with other moneys, if any, to be deposited in the applicable escrow fund for the [list of all Local Obligations] to pay when due pursuant to the stated maturity or call for redemption the principal of and interest and premium with respect to the Refunded Bonds;

25. A copy of the Final and Conclusive Determination Letter for each Agency;

26. Evidence that the ratings on the Bonds are as described in the Official Statement;

27. [Parity Compliance Certificates and Opinions for Local Obligations?];

28. Copies of proposed and final CDIAC Notices;

29. Copies of the Redevelopment Plan for each Project Area for which Local Obligations are being issued, together with all amendments thereto; and

30. Such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations and warranties of the Authority contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Authority and the Agencies at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the Authority and the Agencies in connection with the transactions contemplated hereby and by the Local Obligation Indentures, the Trust Agreement, the Local Obligation Purchase Contracts, the Escrow Agreements, the Continuing Disclosure Agreements and the Official Statement.

If the Authority shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriters to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Authority nor the Underwriters shall be under any further obligation hereunder, except that the respective obligations of the Authority and the Underwriters set forth in Section 4 hereof shall continue in full force and effect.

4. Conditions to the Obligations of the Authority.

A. The obligation of the Authority to accept delivery of and pay for the Local Obligations on the Closing Date shall be subject, at the option of the Authority, to the sale of the Bonds, to the accuracy in all material respects of the representations and warranties on the part of the Agency contained in the purchase contract relating to the Local Obligations, to the accuracy in all material respects of the statements of the officers and other officials of the Agencies made in any certificates or other documents furnished pursuant to the provisions hereof and to the performance by the Agencies of their obligations to be performed under the purchase contract relating to the Agency and the conditions precedent to be performed by the Agencies pursuant thereto at or prior to the Closing Date. The obligations of the Authority shall be further subject to the satisfaction of the conditions contained in Section 3 of this Purchase Agreement.

B. If the Agencies or the Authority shall be unable to satisfy the conditions to the obligations of the Authority to purchase, accept delivery of and pay for the Local Obligations contained in the purchase contract relating to the Local Obligations, or if the obligations of the Authority to purchase, accept delivery of and pay for the Local Obligations shall be terminated for any reason permitted thereby, this Purchase Agreement shall terminate and neither the Authority nor the Underwriters shall be under any further obligation hereunder, except that the respective obligations of Agencies and the Authority set forth in Section 5 hereof shall continue in full force and effect.

5. Expenses. The Authority will pay or cause to be paid the approved expenses incident to the performance of its obligations hereunder and certain expenses relating to the sale of the Bonds, including, but not limited to, (a) the cost of the preparation and printing or other reproduction of the Authority Documents and the Agency Documents (other than this Purchase Agreement); (b) the fees and disbursements of Bond Counsel, Disclosure Counsel, the Financial Advisor, Fiscal Consultant and any other experts or other consultants retained by the Authority or any of the Agencies; (c) the costs and fees of the credit rating agencies; (d) the cost of preparing and delivering the definitive Bonds and the Local Obligations; (e) the cost of providing immediately available funds on the Closing Date; (f) the cost of the printing or other reproduction of the Official Statement and any

amendment or supplement thereto, including a reasonable number of certified or conformed copies thereof; (g) the Underwriters' out-of-pocket expenses incurred with the financing; and (h) expenses (included in the expense component of the spread) incurred on behalf of the Authority's, the County's or the Agencies' employees which are incidental to implementing this Purchase Agreement. The Underwriters will pay the expenses of the preparation of this Purchase Agreement and all other expenses incurred by the Underwriters in connection with the public offering and distribution of the Bonds, including CDIAC fees and the fee and disbursements of Underwriters' Counsel [(other than $_____ which will be paid by the Authority out of costs of issuance)].

The Underwriters shall pay, and the Authority shall be under no obligation to pay, all expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds.

6. Notices. Any notice or other communication to be given to the Authority under this Purchase Agreement may be given by delivering the same in writing to the County of Los Angeles, Kenneth Hahn Hall of Administration, 500 West Temple Street, Room 437, Los Angeles, California 90012, Attention: Treasurer and Tax Collector; any notice or other communication to be given to the Underwriters under this Purchase Agreement may be given by delivering the same in writing to E. J. De La Rosa & Co., Inc., 456 Montgomery Street, 19th Floor, San Francisco, California 94104, Attention: Ralph Holmes.

7. Parties In Interest. This Purchase Agreement is made solely for the benefit of the Authority and the Underwriters (including any successors or assignees of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof.

8. Survival of Representations and Warranties. The representations and warranties of the Authority under this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriters (or statements as to the results of such investigations) concerning such representations and statements of the Authority and regardless of delivery of and payment for the Bonds.

9. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

10. Effective. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Authority and shall be valid and enforceable as of the time of such acceptance.

11. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understanding among the parties hereto in relation to the sale of the Bonds by the Authority.

12. Governing Law. This Purchase Agreement shall be governed by the laws of the State of California.

13. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Authority and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

E. J. DE LA ROSA & CO., INC., as Representative of the Underwriters

By: _____
Its: Authorized Officer

COUNTY OF LOS ANGELES
REDEVELOPMENT REFUNDING
AUTHORITY

By: _____
Its: _____

EXHIBIT A

Schedule of Bond Maturities, Principal Amounts and Interest Rates

$_____
COUNTY OF LOS ANGELES REDEVELOPMENT REFUNDING AUTHORITY
TAX INCREMENT REVENUE REFUNDING BONDS, SERIES 2013A

Maturity Date (November 1)	***Principal Amount***	***Interest Rate***	***Yield***
	$	%	%

EXHIBIT B

Form of Agency Letter of Representations

E. J. De La Rosa & Co., Incorporated
Los Angeles, California

Citigroup Global Markets Inc.
Los Angeles, California

County of Los Angeles Redevelopment Refunding Authority
Los Angeles, California

[Name of Agency] (the "Agency") hereby represents and warrants as follows:

1. The Agency is a public entity validly existing under the laws of the State of California (the "State") with full right, power and authority to adopt the Agency Resolution, to issue its Local Obligations and to execute, deliver and perform its obligations under its Local Obligation Indenture, Local Obligation Purchase Contract, Continuing Disclosure Agreement and Escrow Agreement[s] (collectively, the "Agency Documents") and to carry out and consummate the transactions contemplated by the Agency Documents and the Official Statement.

2. By all necessary official action, the Agency has duly adopted the Resolution Non. _____ (the "Agency Resolution") at a meeting properly noticed at which a quorum was present and acting throughout and has duly authorized and approved the execution and delivery of, and the performance by the Agency of the obligations contained in, the Agency Documents, and as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified or rescinded. When executed and delivered, the Agency Documents will constitute the legally valid and binding obligations of the Agency enforceable in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally, or by the exercise of judicial discretion and the limitations on legal remedies against governmental agencies in the State of California. The Agency has complied, and will at the Closing be in compliance in all respects, with the terms of the Agency Documents.

3. The Agency deems Appendix __ to the Preliminary Official Statement to be final for purposes of the Securities and Exchange Commission Rule 15c2-12(b)(5) and has approved the distribution of such appendix as a part of the Preliminary Official Statement pursuant to the Agency Resolution.

4. The information contained in Appendix __ to the Preliminary Official Statement is true and correct in all material respects, and information contained in Appendix __ to the Preliminary Official Statement does not contain a misstatement of any material fact and does not omit any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

5. Until the date which is twenty-five (25) days after the "End of the Underwriting Period" (as hereinafter defined), if any event shall occur of which the Agency is aware, as a result of which it may be necessary to supplement Appendix ___ to the Official Statement in order to make

the statements in Appendix __ to the Official Statement, in light of the circumstances existing at such time, not misleading, the Agency shall forthwith notify the Authority and the Underwriters of any such event of which it has knowledge and shall cooperate fully in furnishing any information available to it for any supplement to the Official Statement necessary, in the Underwriters' opinion, so that the statements therein as so supplemented will not be misleading in light of the circumstances existing at such time. Unless the Underwriters give notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the Agency at or prior to the Closing Date, and shall specify a date (other than the Closing Date) to be deemed the "End of the Underwriting Period."

6. Except as otherwise disclosed in Appendix __ to the Preliminary Official Statement, the Agency is not in breach of or in default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States, or any applicable judgment or decree or any trust agreement, loan agreement, bond, note, resolution, ordinance, agreement or other instrument to which the Agency is a party or is otherwise subject, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and, as of such times, except as disclosed in Appendix __ to the Preliminary Official Statement, the authorization, execution and delivery of the Agency Documents, and compliance with the provisions of each of such agreements or instruments do not and will not conflict with or constitute a breach of or default under any applicable constitutional provision, law or administrative rule or regulation of the State or the United States or any applicable judgment, decree, license, permit, trust agreement, loan agreement, bond, note, resolution, ordinance agreement or other to which the Agency (or any of its officers in their respective capacities as such) is subject, or by which it or any of its properties is bound, nor will any such authorization, execution, delivery or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of its assets or properties or under the terms of any such law, regulation or instrument, except as may be provided by the Agency Documents.

7. Except as disclosed in Appendix __ to the Preliminary Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or threatened: (i) in any way questioning the corporate existence of the Agency or the titles of the officers of the Agency to their respective offices; (ii) affecting, contesting or seeking to prohibit, restrain or enjoin the issuance or delivery of the Local Obligations, or the payment or collection of any amounts pledged or to be pledged to pay the principal of and interest on the Local Obligations, or in any way contesting or affecting the validity of the Local Obligations or the Agency Documents or the consummation of the transactions contemplated thereby or hereby, or contesting the exclusion of the interest on the Local Obligations from taxation or contesting the powers of the Agency or its authority to issue the Local Obligations; (iii) which may result in any material adverse change relating to the Agency; (iv) with respect to information relating to the Agency only, contesting the completeness or accuracy of Appendix __ to the Preliminary Official Statement or any supplement or amendment thereto or asserting that the Preliminary Official Statement 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; and (v) there is no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (iv) of this paragraph.

8. The Agency will refrain from taking any action with regard to which the Agency may exercise control that results in the inclusion in gross income for federal or State of California income tax purposes of the interest on the Local Obligation.

9. Except as disclosed in Appendix __ to the Preliminary Official Statement, the Agency has not defaulted under any prior continuing disclosure undertaking.

10. The Oversight Board has duly approved the issuance of the Local Obligation and no further Oversight Board approval or consent is required for the issuing of the applicable Local Obligations.

11. The Department of Finance of the State (the "Department of Finance") has issued a Final and Conclusive Determination Letter (the "Final and Conclusive Determination Letter") approving the issuance of the applicable Local Obligation and the payment of debt service on the applicable Local Obligation for the term of the applicable Local Obligation. No further Department of Finance approval or consent is required for the issuance of the applicable Local Obligation or the consummation of the transactions described in the Preliminary Official Statement. Except as disclosed in Appendix __ to the Preliminary Official Statement, the Agency is not aware of the Department of Finance directing or having any basis to direct the County Auditor-Controller to deduct unpaid unencumbered funds from future allocations of property tax to the Agency pursuant to Section 34183 of the Dissolution Act.

All terms not otherwise defined herein shall have the meaning ascribed to them in the Bond Purchase Agreement, dated _____, 2013 (the "Purchase Agreement"), by and between the County of Los Angeles Redevelopment Refunding Authority (the "Authority") and E. J. De La Rosa & Co., Inc. (the "Representative"), on behalf of itself and Citigroup Global Markets Inc..

[NAME OF AGENCY]

By: _____
Its: _____

EXHIBIT C

Form of Agency Counsel Opinion

(A) The Agency is a public entity validly existing under the laws of the State of California;

(B) The Agency Resolution approving and authorizing the execution and delivery of the Agency Documents and approving [Appendix __] to the Official Statement has been duly adopted, and the Agency Resolution is in full force and effect and has not been modified, amended, rescinded or repealed since the date of its adoption;

(C) The Local Obligation Indenture, Local Obligation Purchase Contract, Escrow Agreement and the Continuing Disclosure Agreement (collectively, the "Agency Documents") have been duly authorized, executed and delivered by the Agency and constitute valid, legal and binding agreements of the Agency enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or affecting creditors' rights generally, or by the exercise of judicial discretion and the limitations on legal remedies against governmental entities in the State of California;

(D) The information in Appendix __ to the Official Statement (excluding therefrom financial statements and other statistical data) does 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 light of the circumstances under which they were made, not misleading;

(E) Except as otherwise disclosed in Appendix __ to the Official Statement, there is no litigation, proceeding, action, suit, or investigation at law or in equity before or by any court, governmental agency or body, pending or to the best knowledge of such counsel after due inquiry threatened against the Agency, challenging the creation, organization or existence of the Agency, or the validity of the Agency Documents or seeking to restrain or enjoin the repayment of the Bonds or in any way contesting or affecting the validity of the Agency Documents or contesting the authority of the Agency to enter into or perform its obligations under any of the Agency Documents, or which, in any manner, questions the right of the Agency to use the tax increment for repayment of the Local Obligations or affects in any manner the right or ability of the Agency to collect or pledge the tax increment from the Project Area (as defined in Appendix __ to the Official Statement) or the Project Area's plan limits as described in Appendix __ to the Official Statement; and

(F) Except as otherwise disclosed in the Official Statement, there are no outstanding bonds, notes or other obligations of the Agency which are payable out of tax increment from the Project Area.