

AS SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH

September 15, 2020

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
OF THE CITY OF LONG BEACH
City of Long Beach
California

RECOMMENDATION:

Adopt Resolution authorizing the issuance of the Tax Allocation Refunding Bonds Series 2021 by the Successor Agency to the Redevelopment Agency of the City of Long Beach; authorize the City Manager, or designee, to execute all necessary documents; and, authorize staff to take the necessary actions to complete the refunding, subject to Oversight Board approval. (Citywide)

DISCUSSION

In 2010, the Redevelopment Agency of the City Long Beach (former Redevelopment Agency) issued the following bonds: \$22,235,000 Taxable Recovery Zone Economic Development Bonds, 2010 Series A, and \$10,745,000 Taxable Build America Bonds, 2010 Series B, collectively the "Series 2010 Bonds." The Series 2010 Bonds were issued to finance capital improvements within the North Long Beach Redevelopment Project Area including construction of a new fire station, library, streetscape improvements, and renovation of a building for a new police station.

Under State law (Health and Safety Code Section 34177.5), the Successor Agency to the Redevelopment Agency of the City of Long Beach (Successor Agency) may refinance the former Redevelopment Agency's bond issues if that refinancing produces debt service savings. Staff recommends the Successor Agency issue the Tax Allocation Refunding Bonds Series 2021 (Series 2021 Bonds) to refund the outstanding principal amount of approximately \$26.3 million of the Series 2010 Bonds, and pay the cost of issuance. It is anticipated that refunding the Series 2010 Bonds will save the Successor Agency approximately \$7.3 million in interest costs throughout the life of the bonds. City staff estimates the issuance of the Series 2021 Bonds will result in (1) a true interest cost of 2.11 percent, (2) finance charges of \$426,312, (3) an escrow deposit of \$27.4 million; and, (4) total debt service of \$30.7 million.

The attached Resolution authorizes the refunding bonds to be issued by the Successor Agency and establishes parameters for the terms thereof, approves the forms of and authorizes the execution and delivery of the financing documents, including the First Supplemental Indenture of Trust (Attachment A) and Escrow Agreement (Attachment B).

The Resolution also authorizes execution of agreements with the financing team: Quint & Thimmig LLP, as Bond Counsel; Stradling, Yocca, Carlson & Rauth, as Disclosure Counsel; Keyser Marston Associates, Inc., as Fiscal Consultant; and, KNN Public Finance, as Financial Advisor.

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OF THE CITY OF LONG BEACH

September 15, 2020

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This Resolution also requires approval by the Fourth District Consolidated Oversight Board of the City of Long Beach, as the Successor Agency to the Redevelopment Agency of the City of Long Beach, and it is scheduled for review on October 20, 2020.

This matter was reviewed by Deputy City Attorney Richard F. Anthony on August 14, 2020 and by Budget Analysis Officer Julissa José-Murray on August 26, 2020.

TIMING CONSIDERATIONS

Successor Agency approval is requested on September 15, 2020, to enable the County of Los Angeles Oversight Board to take action on October 20, 2020. The documents can then be submitted to the State Department of Finance, which will have up to 60 days to approve the bond issue. The current financing schedule anticipates a bond sale on January 14, 2021.

FISCAL IMPACT

Under current market conditions, the City anticipates an annual debt service payment for the Series 2021 Bonds of approximately \$1.6 million, a reduction from the current annual payment for the Series 2010 Bonds of approximately \$2.0 million (The \$2.0 million payment is an adjusted payment taking into account annual rebates provided by the federal government under its Recovery Zone Economic Development and Build America bond programs). On average, the refunding will reduce the Successor Agency's debt service payment by approximately \$420,000 per year for the next 20 years, or generate total debt service savings with a net present value of \$7.3 million. Additionally, refunding the Series 2010 Bonds will result in an increase of the "residual" property tax distribution to all affected taxing entities. The City's share of the additional residual property tax revenue is approximately 21 percent. As a result, notwithstanding declines in property valuations, the City would expect to receive additional property tax revenues of approximately \$77,000 annually, or \$1.53 million in total over the 20-year life of the Series 2021 Bonds.

SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



OSCAR W. ORCI
DIRECTOR OF DEVELOPMENT SERVICES



JOHN GROSS
DIRECTOR OF FINANCIAL MANAGEMENT

APPROVED:



THOMAS B. MODICA
CITY MANAGER

ATTACHMENTS: RESOLUTION
A - FIRST SUPPLEMENTAL INDENTURE OF TRUST
B - ESCROW AGREEMENT

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONG BEACH, ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH, AUTHORIZING THE ISSUANCE AND SALE OF TAX ALLOCATION REFUNDING BONDS TO REFUND OUTSTANDING BONDS OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH, AND APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, the Redevelopment Agency of the City of Long Beach (the "Former Agency") was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the California Health and Safety Code (the "Law"), including the power to borrow funds and issue bonds; and

WHEREAS, in order to finance redevelopment activities of the Former Agency, the Former Agency has issued its Redevelopment Agency of the City of Long Beach Taxable Recovery Zone Economic Development Bonds, 2010 Series A (North Long Beach Redevelopment Project) and its Redevelopment Agency of the City of Long Beach Taxable Build America Bonds, 2010 Series B (North Long Beach Redevelopment Project) (collectively, the "Prior Bonds"); and

WHEREAS, section 34177.5 of the Law authorizes the issuance by the Successor Agency to the Redevelopment Agency of the City of Long Beach (the "Successor Agency") of refunding bonds pursuant to Article 11 (commencing with section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code

1 (the "Refunding Law") for the purpose of achieving debt service savings within the
2 parameters set forth in section 34177.5(a)(1) of the Law (the "Savings Parameters"); and

3 WHEREAS, the Successor Agency has now determined that, due to
4 prevailing financial market conditions, it is in the best interests of the Successor Agency
5 at this time to refund the Prior Bonds by means of the issuance of refunding bonds (the
6 "Refunding Bonds") under the provisions of section 34177.5 of the Law and the
7 Refunding Law; and

8 WHEREAS, to confirm compliance with the Savings Parameters for
9 purposes of the issuance by the Successor Agency of the Refunding Bonds, the
10 Successor Agency has caused its municipal advisor, KNN Public Finance, LLC (the
11 "Municipal Advisor"), to prepare an analysis of the potential savings that will accrue to the
12 Successor Agency and to applicable taxing entities as a result of the use of the proceeds
13 of the Refunding Bonds to refund all or a portion of the Prior Bonds (the "Debt Service
14 Savings Analysis"); and

15 WHEREAS, the Debt Service Savings Analysis has demonstrated that a
16 refunding of the Prior Bonds will satisfy the Savings Parameters; and

17 WHEREAS, the Successor Agency has heretofore issued its Successor
18 Agency to the Redevelopment Agency of the City of Long Beach Tax Allocation
19 Refunding Bonds, Series 2015A and its Successor Agency to the Redevelopment
20 Agency of the City of Long Beach Tax Allocation Refunding Bonds, Series 2015B
21 (Federally Taxable) (collectively, the "2015 Bonds") pursuant to an Indenture of Trust,
22 dated as of July 1, 2015 (the "Indenture"), between the Successor Agency and U.S. Bank
23 National Association, as trustee (the "Trustee"); and

24 WHEREAS, the Indenture allows for the issuance of Additional Bonds, as
25 defined therein, to be secured under the Indenture on a parity with the outstanding 2015
26 Bonds; and

27 WHEREAS, pursuant to section 34179 of the Law, an oversight board (the
28 "Oversight Board") has been established for the Successor Agency; and

1 WHEREAS, the Successor Agency is now requesting that the Oversight
2 Board direct the Successor Agency to undertake the refunding proceedings and to
3 approve the issuance of the Refunding Bonds pursuant to this Resolution; and

4 WHEREAS, the Successor Agency further requests that the Oversight
5 Board make certain determinations described below on which the Successor Agency will
6 rely in undertaking the refunding proceedings and the issuance of the Refunding Bonds;
7 and

8 WHEREAS, following approval by the Oversight Board of the issuance of
9 the Refunding Bonds by the Successor Agency and upon submission of this Resolution
10 and a resolution of approval of the Oversight Board (the "Oversight Board Resolution") to
11 the California Department of Finance, the Successor Agency will, with the assistance of
12 its disclosure counsel, the Municipal Advisor and its fiscal consultant for the Refunding
13 Bonds, cause to be prepared a form of official statement for the Refunding Bonds
14 describing the Refunding Bonds and containing material information relating to the
15 Successor Agency and the Refunding Bonds, the preliminary form of which will be
16 submitted to the Successor Agency for approval for distribution by RBC Capital Markets,
17 LLC and Cabrera Capital Markets, LLC, the underwriters for the Refunding Bonds
18 (collectively, the "Underwriters") to persons and institutions interested in purchasing the
19 Refunding Bonds; and

20 WHEREAS, the Successor Agency has duly considered the above
21 described transactions and wishes at this time to authorize the issuance and sale of the
22 Refunding Bonds as Additional Bonds under and as such term is defined in the
23 Indenture, to be secured under the Indenture on a parity with the 2015 Bonds;

24 NOW, THEREFORE, the City Council of the City of Long Beach, Acting as
25 the Successor Agency to the Redevelopment Agency of the City of Long Beach resolves
26 as follows:

27 Section 1. Recitals. The recitals set forth above are true and correct and
28 are incorporated into this Resolution by this reference.

1 Section 2. Approval of Refunding Bonds. The Successor Agency hereby
2 authorizes the issuance of the Refunding Bonds to refund the Prior Bonds.

3 Section 3. Approval of Supplemental Indenture. The Refunding Bonds
4 shall be issued pursuant to the applicable provisions of the Law and the Refunding Law,
5 and pursuant to the Indenture, as supplemented by a First Supplemental Indenture of
6 Trust (the "First Supplement"), between the Successor Agency and the Trustee. The
7 Successor Agency hereby approves the First Supplement in the form on file with the City
8 Clerk. The City Manager, the Director of Financial Management and the City Treasurer,
9 each acting for the Successor Agency (each a "Designated Officer"), and each acting
10 alone, are hereby authorized and directed to execute the First Supplement in said form,
11 together with such additions thereto or changes therein as the Designated Officer
12 executing the First Supplement, upon consultation with the City Attorney, acting as
13 general counsel to the Successor Agency, and Bond Counsel, shall deem necessary,
14 desirable or appropriate, and the execution of the First Supplement by a Designated
15 Officer shall be conclusive evidence of the approval of any such additions and changes.
16 The Successor Agency hereby authorizes the City Clerk, acting for the Successor
17 Agency, to attest the signature of the Designated Officer who executes the First
18 Supplement. The Successor Agency hereby authorizes the delivery and performance by
19 the Successor Agency of the First Supplement.

20 Section 4. Approval of Escrow Agreement. The Escrow Agreement (the
21 "Escrow Agreement"), between the Successor Agency and the Trustee, as Escrow Bank,
22 in the form on file with the City Clerk, is hereby approved. The Designated Officers, each
23 acting alone, are hereby authorized and directed to execute the Escrow Agreement in
24 said form, together with such additions thereto or changes therein as the Designated
25 Officers executing the Escrow Agreement, upon consultation with the City Attorney,
26 acting as general counsel to the Successor Agency, and Bond Counsel, shall deem
27 necessary, desirable or appropriate, and the execution of the Escrow Agreement by a
28 Designated Officer shall be conclusive evidence of the approval of any such additions or

1 changes. The Successor Agency hereby authorizes the delivery and performance by the
2 Successor Agency of the Escrow Agreement.

3 Section 5. Issuance of Refunding Bonds in Whole or in Part. It is the
4 intent of the Successor Agency to sell and deliver the Refunding Bonds in whole,
5 provided that there is compliance with the Savings Parameters. However, the Successor
6 Agency hereby authorizes the sale and delivery of the Refunding Bonds in whole or, if
7 such Savings Parameters cannot be met with respect to the whole, then in part; provided
8 that the Refunding Bonds so sold and delivered in part are in compliance with the
9 Savings Parameters. The sale and delivery of the Refunding Bonds in part will in each
10 instance provide sufficient funds only for the refunding of that portion of the Prior Bonds
11 that meet the Savings Parameters. In the event the Refunding Bonds are initially sold in
12 part, the Successor Agency intends to sell and deliver additional series of the Refunding
13 Bonds without the prior approval of the Oversight Board provided that in each such
14 instance the Refunding Bonds so sold and delivered in part are in compliance with the
15 Savings Parameters.

16 Section 6. Municipal Bond Insurance and Surety Bond. The Designated
17 Officers, each acting alone, are hereby authorized and directed to take all actions
18 necessary to obtain a municipal bond insurance policy for the Refunding Bonds and
19 reserve account surety bond or insurance policy for the Refunding Bonds from a
20 municipal bond insurance company if it is determined by the City Treasurer, upon
21 consultation with the Municipal Advisor, that such municipal bond insurance policy and/or
22 surety bond or insurance policy will reduce the interest cost with respect to the Refunding
23 Bonds.

24 Section 7. Approval of Official Statement and Purchase Agreement.

25 A. Following approval by the Oversight Board of the issuance of
26 the Refunding Bonds by the Successor Agency and upon submission of this
27 Resolution and the Oversight Board Resolution to the California
28 Department of Finance, the Successor Agency will, with the assistance of

1 its Disclosure Counsel, its Fiscal Consultant and the Municipal Advisor,
2 cause to be prepared a form of official statement for the Refunding Bonds
3 describing the Refunding Bonds and containing material information relating
4 to the Successor Agency and the Refunding Bonds, the preliminary form of
5 which will be submitted to the Successor Agency for approval for
6 distribution by the Underwriters to persons and institutions interested in
7 purchasing the Bonds.

8 B. Following approval by the Oversight Board of the issuance of
9 the Refunding Bonds by the Successor Agency and upon submission of this
10 Resolution and the Oversight Board Resolution to the California
11 Department of Finance, the Underwriters will cause to be prepared a Bond
12 Purchase Agreement relating to the sale of the Refunding Bonds by the
13 Successor Agency to the Underwriters, the form of which will be submitted
14 to the Successor Agency for approval.

15 Section 8. Oversight Board Approval of the Issuance of the Refunding
16 Bonds. The Successor Agency hereby requests the Oversight Board, as authorized by
17 section 34177.5(f) of the Law, to direct the Successor Agency to undertake the refunding
18 proceedings, and as authorized by section 34177.5(f) of the Law and section 34180 of
19 the Law, to approve the issuance of the Refunding Bonds pursuant to section
20 34177.5(a)(1) of the Law, this Resolution and the Indenture as supplemented by the First
21 Supplement.

22 Section 9. Determinations by the Oversight Board. The Successor
23 Agency requests that the Oversight Board make the following determinations upon which
24 the Successor Agency will rely in undertaking the refunding proceedings and the
25 issuance of the Refunding Bonds:

26 A. The Successor Agency is authorized, as provided in section
27 34177.5(f) of the Law, to recover its costs related to the issuance of the
28 Refunding Bonds from the proceeds of the Refunding Bonds, including the

1 cost of reimbursing its administrative staff for time spent with respect to the
2 authorization, issuance, sale and delivery of the Refunding Bonds;

3 B. The application of the proceeds of the Refunding Bonds by
4 the Successor Agency to the refunding and defeasance of the Prior Bonds,
5 as well as the payment by the Successor Agency of costs of issuance of the
6 Refunding Bonds, as provided in section 34177.5(a) of the Law, including
7 municipal bond insurance and reserve fund surety bond or insurance
8 premiums, shall be implemented by the Successor Agency promptly upon
9 sale and delivery of the Refunding Bonds, notwithstanding section 34177.3
10 of the Law or any other provision of law to the contrary, without the approval
11 of the Oversight Board, the California Department of Finance, the Los
12 Angeles County Auditor-Controller or any other person or entity other than
13 the Successor Agency; and

14 C. The Successor Agency shall be entitled to receive its full
15 Administrative Cost Allowance under section 34181(a)(3) of the Law without
16 any deductions with respect to continuing costs related to the Refunding
17 Bonds, such as trustee's fees, auditing and fiscal consultant fees and
18 continuing disclosure and rating agency costs (collectively, "Continuing
19 Costs of Issuance"), and such Continuing Costs of Issuance shall be
20 payable from property tax revenues pursuant to section 34183 of the Law;
21 and, in addition and as provided by section 34177.5(f) of the Law, if the
22 Successor Agency is unable to complete the issuance of the Refunding
23 Bonds for any reason, the Successor Agency shall, nevertheless, be
24 entitled to recover its costs incurred with respect to the refunding
25 proceedings for the Prior Bonds from such property tax revenues pursuant
26 to section 34183 of the Law without reduction in its Administrative Cost
27 Allowance.

28 Section 10. Designation of Underwriters. The firms of RBC Capital

1 Markets, LLC and Cabrera Capital Markets, LLC are hereby designated as the
2 Underwriters for the Refunding Bonds.

3 Section 11. Agreements with Consultants. The firm of KNN Public
4 Finance, LLC is hereby designated as Municipal Advisor to the Successor Agency for the
5 Bonds, the firm of Quint & Thimmig LLP is hereby designated as Bond Counsel to the
6 Successor Agency for the Refunding Bonds, the firm of Stradling, Yocca, Carlson &
7 Rauth, a Professional Corporation is hereby designated as Disclosure Counsel for the
8 Refunding Bonds, and the firm of Keyser Marston Associates Inc. is hereby designated
9 as Fiscal Consultant to the Successor Agency for the Refunding Bonds. The City
10 Treasurer is hereby authorized and directed to execute and deliver agreements with the
11 Municipal Advisor and the Fiscal Consultant for their services related to the Refunding
12 Bonds, each such agreement to be in the form and substance acceptable to the City
13 Treasurer upon consultation with the City Attorney. The City Attorney is hereby
14 authorized and directed to execute and deliver an agreement with Bond Counsel and an
15 agreement with Disclosure Counsel for their services related to the Refunding Bonds,
16 each in a form acceptable to the City Attorney.

17 Section 12. Official Actions. The Designated Officers and any and all other
18 officers of the City, acting for the Successor Agency, are hereby authorized and directed,
19 for and in the name and on behalf of the Successor Agency, to do any and all things and
20 take any and all actions, which they, or any of them, may deem necessary or advisable in
21 obtaining the requested approvals by the Oversight Board and the California Department
22 of Finance and in the issuance, sale and delivery of the Refunding Bonds.

23 Section 13. Effective Date, Filing of Resolution. This Resolution shall take
24 effect immediately upon its adoption by the City Council, and the City Clerk shall certify
25 the vote adopting this Resolution. The City Clerk is hereby authorized and directed to file
26 a certified copy of this Resolution with the Oversight Board, and, as provided in section
27 34180(j) of the Law with the Los Angeles County Administrative Officer, the Los Angeles
28 County Auditor-Controller and the California Department of Finance.

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I hereby certify that the foregoing resolution was adopted by the City Council of the City of Long Beach at its meeting of _____, 2015, by the following vote:

Ayes: Councilmembers: _____

Noes: Councilmembers: _____

Absent: Councilmembers: _____

Recusal(s): Councilmembers: _____

City Clerk

FIRST SUPPLEMENTAL INDENTURE OF TRUST

by and between the

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH**

and

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

Dated as of _____ 1, 2021

Relating to:

\$ _____

**Successor Agency to the Redevelopment Agency
of the City of Long Beach
Tax Allocation Refunding Bonds, Series 2021**

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EXHIBIT A – FORM OF SERIES 2021 BONDS

FIRST SUPPLEMENTAL INDENTURE OF TRUST

THIS FIRST SUPPLEMENTAL INDENTURE OF TRUST (this "First Supplement"), dated as of _____ 1, 2021, is by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH, a public body duly organized and existing under the laws of the State of California (the "Agency"), and U.S. BANK NATIONAL ASSOCIATION, as trustee (the "Trustee") under an Indenture of Trust, dated as of July 1, 2015, by and between the Trustee and the Successor Agency (the "Original Indenture").

RECITALS:

WHEREAS, pursuant to Section 34173 of the California Health and Safety Code (the "Law"), the Agency has become the successor to the former Redevelopment Agency of the City of Long Beach (the "Former RDA"); and

WHEREAS, Section 34177.5 of the Law authorizes the Agency to issue refunding bonds pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code for the purpose of refunding bonds of the Former RDA to achieving debt service savings within the parameters set forth in Section 34177.5(a)(1) of the Law (the "Savings Parameters"); and

WHEREAS, on July 23, 2015, the Agency issued its Successor Agency to the Redevelopment Agency of the City of Long Beach Tax Allocation Refunding Bonds, 2020 Series 2015A and its Successor Agency to the Redevelopment Agency of the City of Long Beach Tax Allocation Refunding Bonds, Series 2015B (Federally Taxable) (collectively, the "2015 Bonds") pursuant to the Original Indenture to provide for the refunding the Refunded Bonds (as defined in the Original Indenture), and found in connection with the issuance of the 2015 Bonds that the Savings Parameters were met with respect to the refunding of the Refunded Bonds in connection therewith; and

WHEREAS, on _____, 2020, the Agency adopted Resolution No. S.A. _____ authorizing the issuance of its Successor Agency to the Redevelopment Agency of the City of Long Beach Tax Allocation Refunding Bonds, Series 2021 (the "Series 2021 Bonds") to refund the Former RDA's Redevelopment Agency of the City of Long Beach Taxable Recovery Zone Economic Development Bonds, 2010 Series A (North Long Beach Redevelopment Project) and Redevelopment Agency of the City of Long Beach Taxable Build America Bonds, 2010 Series B (North Long Beach Redevelopment Project) (collectively, the "Prior Bonds"); and

WHEREAS, on _____, 2020, the Los Angeles County Consolidated Oversight Board, Fourth District adopted Resolution No. OB-2020-_____ (the "Oversight Board Resolution") pursuant to which the Oversight Board approved the issuance of the Series 2021 Bonds by the Agency for the purpose of refunding the Prior Bonds; and

WHEREAS, on _____, 2020, the California Department of Finance provided a letter to the Agency approving the Oversight Board Resolution, conditioned upon the Series 2021 Bonds satisfying the Savings Parameters; and

WHEREAS, the Agency, with the assistance of KNN Public Finance, LLC, its municipal advisor with respect to the Series 2021 Bonds, has determined that the Savings Parameters are satisfied with respect to the issuance of the Series 2021 Bonds and the use of the proceeds thereof to refund the Prior Bonds; and

WHEREAS, Article IV and clause (c) of the second paragraph of Section 9.01 of the Original Indenture (collectively, the "Additional Bonds Provisions") authorize the Agency to enter into Supplemental Indentures, as defined therein, in connection with the issuance of Additional Bonds, as defined therein; and

WHEREAS, the Agency now desires to proceed with the issuance of the Series 2021 Bonds as Additional Bonds pursuant to the Original Indenture, as amended by this First Supplement, and it is intended that this First Supplement constitute a "Supplemental Indenture," as such term is defined in the Original Indenture; and

WHEREAS, in providing for the issuance of the Series 2021 Bonds, the Agency has determined that it is necessary to amend the Original Indenture, as more particularly provided in Section 1 and Section 2 hereof, as such amendments are authorized by the Additional Bonds Provisions; and

WHEREAS, the Agency has determined that all acts and proceedings required by law necessary to make the Series 2021 Bonds, when executed by the Agency, authenticated and delivered by the Trustee and duly issued, the valid, binding and legal special obligations of the Agency, and to constitute the Original Indenture, as amended by this First Supplement, a valid and binding agreement for the uses and purposes herein and therein set forth in accordance with its terms, have been done or taken.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Supplement to Original Indenture. In accordance with the Additional Bonds Provisions of the Original Indenture, the Original Indenture is hereby amended by adding a supplement thereto consisting of a new article to be designated as Article XIII. Such Article XIII shall read in its entirety as follows:

ARTICLE XIII

SERIES 2021 BONDS

Section 13.01. **Definitions.** Unless the context otherwise requires, the terms defined in this Section 13.01 shall, for all purposes of this Article XIII but not for any other purposes of this Indenture, have the respective meanings specified in this Section 13.01. All terms defined in Section 1.01 of this Indenture and not otherwise defined in this Section 13.01 shall, when used in this Article XIII, have the respective meanings given to such terms in such section.

"Article XIII" means this Article XIII which has been incorporated in and made a part of this Indenture pursuant to the First Supplemental Indenture of Trust, dated as of _____ 1, 2021, by and between the Agency and the Trustee, together with all amendments of and supplements to this Article XIII entered into pursuant to the provisions of clause (c) of the second paragraph of Section 9.01.

"Closing Date" means _____, 2021, being the date upon which there was a physical delivery of the Series 2021 Bonds in exchange for the amount representing the purchase price of the Series 2021 Bonds by the Original Purchasers.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Series 2021 Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Series 2021 Bonds, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Continuing Disclosure Agreement" means that certain Continuing Disclosure Agreement, dated as of _____ 1, 2021, between the Agency and the County of Los Angeles Redevelopment Refunding Authority, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

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

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 13.13.

"Information Services" means the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board (at <http://emma.msrb.org>); and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such services providing information with respect to called bonds as the Agency may designate in an Officer's Certificate delivered to the Trustee.

"Original Purchasers" means, collectively, RBC Capital Markets, LLC and Cabrera Capital Markets, LLC, the first purchasers of the Series 2021 Bonds upon their delivery by the Trustee on the Closing Date.

"Securities Depositories" means The Depository Trust Company, 55 Water Street, New York, New York 10041-0099, Fax (212) 855-7232; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the Agency may designate in an Officer's Certificate delivered to the Trustee.

"Series 2021 Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the Agency relating to the authorization, issuance, sale and delivery of the Series 2021 Bonds, including but not limited to printing expenses, the premium for the 2021 Reserve Policy, rating agency fees, filing and recording fees, initial fees, expenses and charges of the Trustee and its counsel (including the Trustee's first annual administrative fee), fees, charges and disbursements of attorneys including bond counsel, disclosure counsel, municipal advisor, fiscal consultant, accounting firms and other professionals, fees and charges for preparation, execution and safekeeping of the Series 2021 Bonds and any other cost, charge or fee in connection with the original issuance of the Series 2021 Bonds and the refunding and defeasance of the 2010 North Long Beach Recovery Zone Bonds and the 2010 North Long Beach Build America Bonds.

"Series 2021 Costs of Issuance Fund" means the fund by that name established and held by the Trustee pursuant to Section 13.07.

"Series 2021 Escrow Agreement" means the Escrow Agreement, dated as of _____ 1, 2021, between the Agency and the Series 2021 Escrow Bank.

"Series 2021 Escrow Bank" means U.S. Bank National Association, in its capacity as Escrow Bank under the Series 2021 Escrow Agreement.

Section 13.02. Authorization of Series 2021 Bonds. The Agency has reviewed all proceedings heretofore taken and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the Series 2021 Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Agency is now duly empowered, pursuant to each and every requirement of law, including the Refunding Bond Law, to issue the Series 2021 Bonds in the manner and form provided in this Indenture.

Series 2021 Bonds in the aggregate principal amount of _____ Million _____ Hundred _____ Thousand Dollars (\$_____) are hereby authorized to be issued by the Agency as Additional Bonds under this Indenture, for the purpose of refunding the 2010 North Long Beach Recovery Zone Bonds and the 2010 North Long Beach Build America Bonds; and the Trustee shall authenticate and deliver the Series 2021 Bonds to the Original Purchasers upon receipt of a request of the Agency with respect thereto. The Series 2021 Bonds shall be authorized and issued under, and shall be subject to the terms of, this Indenture and the Refunding Law. This Indenture constitutes a continuing agreement with the Owners of all of the Series 2021 Bonds issued hereunder and then Outstanding to secure the full and final payment of principal and premium, if any, and interest on all Series 2021 Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Series 2021 Bonds shall be designated the "Successor Agency to the Redevelopment Agency of the City of Long Beach Tax Allocation Refunding Bonds, Series 2021."

Section 13.03. Terms of Series 2021 Bonds. The Series 2021 Bonds shall be issued in fully registered form without coupons in denominations of \$5,000 or any integral multiple thereof. The Series 2021 Bonds shall be dated the Closing Date, and shall mature and become payable in the following principal amounts on August 1 in the following years, and shall bear interest at the following interest rates (based on a 360-day year comprised of twelve 30-day months):

<u>Maturity Date</u> <u>(August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
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"CUSIP" identification numbers shall be imprinted on the Series 2021 Bonds, but such numbers shall not constitute a part of the contract evidenced by the Series 2021 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series 2021 Bonds. In addition, failure on the part of the Agency or the Trustee to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the Agency's contract with such Owners and shall not impair the effectiveness of any such notice.

Interest on the Series 2021 Bonds shall be payable from the Interest Payment Date next preceding the date of authentication thereof unless (i) a Series 2021 Bond is authenticated on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date, (ii) a Series 2021 Bond is authenticated on or before _____ 15, 2021, in which event interest thereon shall be payable from the Closing Date, or (iii) interest on any Series 2021 Bond is in default as of the date of authentication thereof, in which event interest thereon shall be payable from the date to which interest has been paid in full, payable on each Interest Payment Date. Interest shall be paid on each Interest Payment Date to the persons in whose names the ownership of the Series 2021 Bonds is registered on the Registration Books at the close of business on the immediately preceding Record Date, except as provided below. Interest on any Series 2021 Bond which is not punctually paid or duly provided for on any Interest Payment Date shall be payable to the person in whose name the ownership of such Series 2021 Bond is registered on the Registration Books at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Trustee, notice of which shall be given to such Owner not less than ten (10) days prior to such special record date.

Subject to the provisions of Section 13.13, interest on the Series 2021 Bonds shall be paid by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owners of the Series 2021 Bonds at their respective addresses shown on the Registration Books as of the close of business on the preceding Record Date; *provided, however*, that (i) so long as the Series 2021 Bonds are in book-entry form pursuant to Section 13.13; or (ii) at the written request of the Owner of Series 2021 Bonds in an aggregate principal amount of at least \$1,000,000, which written request is on file with the Trustee as of any Record Date, interest on such Series 2021 Bonds shall be paid on each succeeding Interest Payment Date by wire transfer in immediately available funds to DTC or to such account within the United States of America as shall be specified in such written request (any such written request shall remain in effect until rescinded in writing by the Owner), as applicable. The principal of and premium (if any) on the Series 2021 Bonds shall be payable in lawful money of the United States of America by check of the Trustee upon presentation and surrender thereof at the Office of the Trustee.

Section 13.04. Redemption of Series 2021 Bonds.

(a) Optional Redemption of Series 2021 Bonds. The Series 2021 Bonds maturing on and after August __, 20__, are subject to redemption in whole or in part on any date, at the Written Request of the Agency among maturities as directed by the Agency, and by lot within a maturity, on or after August 1, ____, at the option of the Agency from any available source of funds, at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium.

The Agency shall be required to give the Trustee written notice of its intention to redeem Series 2021 Bonds under this subsection (a), and the manner of selecting such Series 2021 Bonds for redemption from among the maturities thereof, at least forty-five (45) days prior to the date fixed for such redemption, unless the Trustee otherwise agrees to a shorter period for such notice.

(b) [insert sinking fund redemption provisions, if applicable]

(c) Notice of Redemption. The Trustee on behalf and at the expense of the Agency shall mail (by first class mail, postage prepaid) notice of any redemption at least thirty (30) but not more than sixty (60) days prior to the redemption date, to (i) the Owners of any Series 2021 Bonds designated for redemption at their respective addresses appearing on the Registration Books, and (ii) the Securities Depositories and to the Information Services; *provided, however*, that

such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such Series 2021 Bonds or the cessation of the accrual of interest thereon. Such notice shall state the redemption date and the redemption price, shall designate the CUSIP number of the Series 2021 Bonds to be redeemed, shall state the individual number of each Series 2021 Bond to be redeemed or state that all Series 2021 Bonds between two stated numbers (both inclusive) or shall state that all of the Series 2021 Bonds Outstanding of one or more maturities are to be redeemed, and shall require that such Series 2021 Bonds be then surrendered at the Principal Corporate Trust Office of the Trustee for redemption at the said redemption price, giving notice also that further interest on the Series 2021 Bonds to be redeemed will not accrue from and after the date fixed for redemption.

Notwithstanding the foregoing, in the case of any optional redemption of the Series 2021 Bonds under paragraph (a) above, the notice of redemption may state that the redemption is conditioned upon receipt by the Trustee of sufficient moneys to redeem the Series 2021 Bonds on the anticipated redemption date, and that the optional redemption shall not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the Series 2021 Bonds have not been deposited with the Trustee. In the event that the Trustee does not receive sufficient funds by the scheduled optional redemption date to so redeem the Series 2021 Bonds to be optionally redeemed, such event shall not constitute an Event of Default; the Trustee shall send written notice to the Owners to the effect that the redemption did not occur as anticipated, and the Series 2021 Bonds for which notice of optional redemption was given shall remain Outstanding for all purposes of this Indenture.

(d) Partial Redemption of Series 2021 Bonds. In the event only a portion of any Series 2021 Bond is called for redemption, then upon surrender thereof the Agency shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Agency, a new Series 2021 Bond or Series 2021 Bonds of the same interest rate and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series 2021 Bond to be redeemed.

(e) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption price of and interest on the Series 2021 Bonds so called for redemption shall have been duly deposited with the Trustee, such Series 2021 Bonds so called shall cease to be entitled to any benefit under this Indenture other than the right to receive payment of the redemption price and accrued interest to the redemption date, and no interest shall accrue thereon from and after the redemption date specified in such notice.

(f) Manner of Redemption. Whenever provision is made in this Indenture for the redemption of less than all of the Series 2021 Bonds, the Trustee will select Series 2021 Bonds for redemption in such order of maturity as shall be designated by the Agency in its discretion, and the Trustee shall select the Series 2021 Bonds within a maturity to be redeemed by lot in any manner which the Trustee in its sole discretion shall deem appropriate. Notwithstanding the foregoing, if for any reason the Agency fails to provide the Trustee with direction as to the maturities to be redeemed, the Trustee shall select the Series 2021 Bonds to be redeemed pro rata among maturities.

Section 13.05. Form of Series 2021 Bonds; Authentication and Delivery. The Series 2021 Bonds, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit B attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

The Series 2021 Bonds shall be executed on behalf of the Agency by the signature of the City Treasurer and the signature of the City Clerk, each acting for the Agency, who are in office on the date of execution and delivery of this Indenture or at any time thereafter. Either or both of such signatures may be made manually or may be affixed by facsimile thereof. If any officer whose signature appears on any Series 2021 Bond ceases to be such officer before the Closing Date, such signature shall nevertheless be as effective as if the officer had remained in office until the Closing Date. Any Series 2021 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 2021 Bond shall be the proper officers of the Agency, duly authorized to execute debt instruments on behalf of the Agency, although on the date of such Series 2021 Bond any such person shall not have been such officer of the Agency.

Only such of the Series 2021 Bonds as shall bear thereon a certificate of authentication in the form set forth in Exhibit B to this Indenture (also being Exhibit A to the First Supplemental Indenture of Trust, dated as of _____ 1, 2021, between the Successor Agency and the Trustee), manually 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 2021 Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture.

Section 13.06. Application of Proceeds of Sale of Series 2021 Bonds. Upon the receipt of the proceeds of the sale of the Series 2021 Bonds on the Closing Date of \$_____ (being the principal amount of the Series 2021 Bonds of \$_____, less an underwriter's discount of \$_____, plus (minus) a net original issue premium (discount) of \$_____, less the premium for the 2021 Reserve Policy of \$_____ (which premium was wired by the Original Purchasers directly to the Series 2021 Bond Insurer on the Closing Date)), the Trustee shall apply the proceeds of sale thereof as follows:

(a) The Trustee shall deposit in the Series 2021 Costs of Issuance Fund the amount of \$_____; and

(b) The Trustee shall transfer \$_____ to the Series 2021 Escrow Bank for deposit by the Series 2021 Escrow Bank in the Escrow Fund created under and as such term is defined in the Escrow Agreement.

In addition to the foregoing, on the Closing Date the Trustee shall hold the 2021 Reserve Policy for the benefit of the Reserve Account.

The Trustee may, in its discretion, establish a temporary fund or account in its books and records to facilitate transfers required under this Section 13.06.

Section 13.07. Series 2021 Costs of Issuance Fund. There is hereby established a separate fund to be known as the "Series 2021 Costs of Issuance Fund", which shall be held by the Trustee in trust. The Trustee shall deposit in the Series 2021 Costs of Issuance Fund the amount specified in Section 13.06(a). The moneys in the Series 2021 Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Series 2021 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 2021 Costs of Issuance Fund, and (e) that such amounts have not been the subject of a prior request of the Agency. On the earlier of (i) the date which is six months following the Closing Date, or (ii) the date of receipt by the Trustee of a Written Request of the Agency therefor, all amounts (if any) remaining in the Series 2021

Costs of Issuance Fund shall be withdrawn therefrom by the Trustee and transferred to the Interest Account, and the Trustee shall then close the Series 2021 Costs of Issuance Fund.

Section 13.08. Deposit and Investment of Moneys in Funds. Moneys in the funds and accounts held by the Trustee under this Article XIII shall be invested by the Trustee in Permitted Investments pursuant to Section 5.04 of this Indenture.

Section 13.09. Security for Series 2021 Bonds. The Series 2021 Bonds shall be Additional Bonds which shall be secured in the manner and to the extent set forth in Article V and in this Article XIII.

Section 13.10. Federal Tax Covenants.

(a) *Private Activity Bond Limitation.* The Agency shall assure that the proceeds of the Series 2021 Bonds are not so used as to cause the Series 2021 Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) *Federal Guarantee Prohibition.* The Agency shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series 2021 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(c) *Rebate Requirement.* The Agency shall take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Series 2021 Bonds.

(d) *No Arbitrage.* The Agency shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Series 2021 Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Series 2021 Bonds would have caused the Series 2021 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Tax Code.

(e) *Maintenance of Tax-Exemption.* The Agency shall take all actions necessary to assure the exclusion of interest on the Series 2021 Bonds from the gross income of the owners thereof to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the date of issuance of the Series 2021 Bonds.

Section 13.11. Continuing Disclosure. The Agency hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Indenture, failure of the Agency to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee, at the written request of any Participating Underwriter (as defined in the Continuing Disclosure Agreement) or the Owners of at least 25% aggregate principal amount of Outstanding Series 2021 Bonds, shall, but only to the extent indemnified from any liability, cost or expense, including, but not limited to fees and expenses of its attorneys and additional fees and expenses of the Trustee, or any Bondowner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Agency to comply with its obligations under this Section.

Section 13.12. Provisions Relating to the Series 2021 Reserve Account Insurance Policy.
[to come]

Section 13.13. Book-Entry Provisions. DTC shall act as the initial Depository for the Series 2021 Bonds. One Series 2021 Bond for each maturity of the Series 2021 Bonds shall be initially executed, authenticated, and delivered as set forth herein with a separate fully registered certificate (in print or typewritten form). Upon initial execution, authentication, and delivery, the ownership of the Series 2021 Bonds shall be registered in the Bond registration books maintained by the Trustee pursuant to Section 2.12 in the name of Cede & Co., as nominee of DTC or such nominee as DTC shall appoint in writing.

The representatives of the Agency and the Trustee are hereby authorized to take any and all actions as may be necessary and not inconsistent with this Indenture to qualify the Series 2021 Bonds for the Depository's book-entry system, including the execution of the Depository's required representation letter.

With respect to Series 2021 Bonds registered in the Bond registration books maintained by the Trustee pursuant to Section 2.12 in the name of Cede & Co., as nominee of DTC, neither the Agency nor the Trustee shall have any responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds Series 2021 Bonds as Depository from time to time (the "DTC Participants") or to any person for which a DTC Participant acquires an interest in the Series 2021 Bonds (the "Beneficial Owners"). Without limiting the immediately preceding sentence, neither the Agency nor the Trustee shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Series 2021 Bonds, (ii) the delivery to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any notice with respect to the Series 2021 Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the Series 2021 Bonds to be redeemed in the event the Agency elects to redeem the Series 2021 Bonds in part, (iv) the payment to any DTC Participant, any Beneficial Owner, or any other person, other than DTC, of any amount with respect to the principal of or interest on the Series 2021 Bonds, or (v) any consent given or other action taken by the Depository as Owner of the Series 2021 Bonds.

Except as set forth above, the Trustee may treat as and deem DTC to be the absolute Owner of each Series 2021 Bond for which DTC is acting as Depository for the purpose of payment of the principal of and interest on such Series 2021 Bonds, for the purpose of giving notices of redemption and other matters with respect to such Series 2021 Bonds, for the purpose of registering transfers with respect to such Series 2021 Bonds, and for all purposes whatsoever. The Trustee shall pay all principal of and interest on the Series 2021 Bonds only to or upon the order of the Owners as shown on the Bond registration books maintained by the Trustee pursuant to Section 2.12, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to the principal of and interest on the Series 2021 Bonds to the extent of the amounts so paid.

No person other than an Owner, as shown on the Bond registration books maintained by the Trustee pursuant to Section 2.12, shall receive a physical Series 2021 Bond. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the transfer provisions in Section 2.10 hereof, references to "Cede & Co." in this Section 13.13 shall refer to such new nominee of DTC.

DTC may determine to discontinue providing its services with respect to the Series 2021 Bonds at any time by giving written notice to the Trustee during any time that the Series 2021 Bonds are Outstanding, and discharging its responsibilities with respect thereto under applicable law. The Agency may terminate the services of DTC with respect to the Series 2021 Bonds if it determines that DTC is unable to discharge its responsibilities with respect to the

Series 2021 Bonds or that continuation of the system of book-entry transfers through DTC is not in the best interest of the Beneficial Owners, and the Agency shall mail notice of such termination to the Trustee.

Upon the termination of the services of DTC as provided in the previous paragraph, and if no substitute Depository willing to undertake the functions hereunder can be found which is willing and able to undertake such functions upon reasonable or customary terms, or if the Agency determines that it is in the best interest of the Beneficial Owners of the Series 2021 Bonds that they be able to obtain certificated Series 2021 Bonds, the Series 2021 Bonds shall no longer be restricted to being registered in the Bond registration books maintained by the Trustee pursuant to Section 2.12 in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Owners shall designate at that time, in accordance with Section 2.10.

To the extent that the Beneficial Owners are designated as the transferee by the Owners, in accordance with Section 2.10, the Series 2021 Bonds will be delivered to such Beneficial Owners as soon as practicable.

Section 13.14. Effect of this Article XIII. Except as in this Article XIII expressly provided or except to the extent inconsistent with any provision of this Article XIII, the Series 2021 Bonds shall be deemed to be "Additional Bonds" under and within the meaning of Section 1.02, and every term and condition contained in the provisions of this Indenture shall apply to the Series 2021 Bonds with full force and effect, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Article XIII.

SECTION 2. Additional Amendments to Original Indenture.

(a) The following terms are hereby added to Section 1.01 of the Original Indenture:

"Series 2021 Bond Insurer" means AGM, as issuer of the 2021 Reserve Policy.

"Series 2021 Bonds" means the Successor Agency to the Redevelopment Agency of the City of Long Beach Tax Allocation Refunding Bonds, Series 2021, authorized by and at any time Outstanding pursuant to this Indenture.

"2021 Reserve Policy" means the Municipal Bond Debt Service Reserve Insurance Policy issued by the Series 2021 Bond Insurer on the Closing Date (as defined in Section 13.01) in lieu of a cash contribution to the Reserve Account, in an amount equal to the increase in the Reserve Account Requirement by reason of the issuance of the Series 2021 Bonds, to be held for the credit of the Reserve Account. The 2021 Reserve Policy shall constitute a permitted Reserve Account investment instrument for purposes of this Indenture.

(b) The fourth paragraph of Section 5.03(d) of the Original Indenture is hereby deleted.

(c) Section 5.05 of the Original Indenture is hereby amended by deleting "2015 Reserve Policy" each time it appears therein, and by inserting therein, in lieu thereof, "2015 Reserve Policy or 2021 Reserve Policy."

(d) Section 5.05 of the Original Indenture is hereby further revised by deleting "Series 2015 Bonds" each time it appears therein, and by inserting therein, in lieu thereof "Series 2015 Bonds or Series 2021 Bonds."

SECTION 3. Attachment of Exhibit B. The Original Indenture is hereby further amended by incorporating therein an Exhibit B setting forth the form of the Series 2021 Bonds, which shall read in its entirety as set forth in Exhibit A attached hereto and by this reference made a part hereof.

SECTION 4. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this First Supplement shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this First Supplement. The Agency hereby declares that it would have entered into this First Supplement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series 2021 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this First Supplement may be held illegal, invalid or unenforceable.

SECTION 5. Execution in Counterparts. This First Supplement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6. Governing Law. This First Supplement shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

IN WITNESS WHEREOF, the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH has caused this First Supplemental Indenture of Trust to be signed in its name by the City Treasurer, acting for the Agency, and attested to by the City Clerk of the City of Long Beach, acting for the Agency, and U.S. BANK NATIONAL ASSOCIATION, in token of its acceptance of the trusts created hereunder, has caused this First Supplemental Indenture of Trust to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF LONG BEACH

By: _____
City Treasurer, acting for the
Successor Agency to the
Redevelopment Agency of the
City of Long Beach

ATTEST:

By: _____
City Clerk of the City of Long Beach,
acting for the Successor Agency to the
Redevelopment Agency of the
City of Long Beach

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Authorized Officer

The provisions of Section 2(b), (c) and (d) of
the foregoing First Supplemental Indenture
are hereby consented to.

ASSURED GUARANTY MUNICIPAL
CORP.

By: _____
Its: _____

12046.02:J16956

EXHIBIT A TO FIRST SUPPLEMENTAL INDENTURE OF TRUST

EXHIBIT B
FORM OF SERIES 2021 BOND

No. _____

\$ _____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
OF THE CITY OF LONG BEACH
TAX ALLOCATION REFUNDING BOND, SERIES 2021

RATE OF INTEREST:	MATURITY DATE:	DATED DATE:	CUSIP:
	August 1, ____	_____, 2021	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

The SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "Agency"), for value received, hereby promises to pay (but only out of the Tax Revenues and other moneys hereafter referred to) to the Registered Owner identified above or registered assigns (the "Registered Owner"), on the Maturity Date identified above, the Principal Amount identified above in lawful money of the United States of America; and to pay interest thereon at the Rate of Interest identified above in like lawful money from the date hereof, which date shall be the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond (unless this Bond is authenticated on or before an Interest Payment Date and after the fifteenth calendar day of the month preceding such Interest Payment Date (a "Record Date"), in which event it shall bear interest from such Interest Payment Date, or unless this Bond is authenticated on or prior to _____ 15, 2021, in which event it shall bear interest from the Dated Date identified above; *provided, however*, that if, at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest hereon has previously been paid or made available for payment), payable semiannually on February 1 and August 1 in each year, commencing _____ 1, 2021 (the "Interest Payment Dates") until payment of such Principal Amount in full.

The Principal Amount hereof is payable upon presentation hereof at the Principal Corporate Trust Office (as defined in the Indenture) of U.S. Bank National Association, as trustee (the "Trustee"), or at such other place as is designated by the Trustee. Interest hereon is payable by check of the Trustee mailed by first class mail on each Interest Payment Date to the Registered Owner hereof at the address of such Registered Owner as it appears on the

registration books of the Trustee as of the preceding Record Date; provided that (i) if the Bonds are in book-entry-only form, or (ii) otherwise at the written request of the owner of at least \$1,000,000 aggregate principal amount of Bonds which written request is on file with the Trustee as of any Record Date, interest on such Bonds shall be paid on the succeeding Interest Payment Date by wire transfer to DTC or such account as shall be specified in such written request, as applicable.

This Bond is one of a duly authorized issue of bonds of the Agency designated as the "Successor Agency to the Redevelopment Agency of the City of Long Beach Tax Allocation Refunding Bonds, Series 2021" (the "Bonds") of an aggregate principal amount of _____ Million _____ Hundred _____ Thousand Dollars (\$_____), all of like tenor and date issued pursuant to the provisions of Section 34177.5 of the California Health and Safety Code and Section 53580 et seq. of the California Government Code, and pursuant to Resolution No. S.A. _____ of the Agency, adopted on _____, 2020, and Resolution No. OB 2021-_____ adopted by the Oversight Board to the Agency on _____, 2020, and pursuant to an Indenture of Trust, dated as of July 1, 2015, by and between the Agency and the Trustee, as amended by a First Supplemental Indenture of Trust, dated as of _____ 1, 2021, between the Agency and the Trustee (as so amended, the "Indenture"). Reference is hereby made to the Indenture (copies of which are on file at the office of the Trustee) and all supplements thereto for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Tax Revenues, as that term is defined in the Indenture, and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Agency thereunder, to all of the provisions of which the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the Agency to provide monies to (a) refinance certain outstanding obligations of the Agency incurred to finance redevelopment and housing activities of the former Agency, and (b) pay certain expenses of the Agency in issuing the Bonds.

The Bonds are special obligations of the Agency and this Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Indenture), are payable from, and are secured by a pledge of, security interest in and lien on the Tax Revenues (as defined in the Indenture) on a parity with any other Bonds outstanding (as the term "Bonds" is defined in the Indenture).

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

The Bonds maturing on and after August 1, ____ are subject to redemption in whole or in part on any date, at the option of the Agency among maturities as directed by the Agency, and by lot within a maturity, on or after August 1, ____, from any available source of funds, at a redemption price equal to the principal of the Bonds to be redeemed, together with accrued interest thereon to the redemption date, without premium.

As provided in the Indenture, notice of redemption shall be mailed by the Trustee by first class mail not less than thirty (30) nor more than sixty (60) days prior to the redemption date to the respective owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books of the Trustee, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption. The notice of redemption may provide that the redemption is conditioned upon the receipt by the Trustee of sufficient funds to pay the redemption price of the Bonds.

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

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

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

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Principal Corporate Trust Office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new fully registered Bond or Bonds, of any authorized denomination or denominations, for the same aggregate principal amount and of the same maturity will be issued to the transferee in exchange herefor. The Trustee may refuse to transfer or exchange (a) any Bonds during the fifteen (15) days prior to the date established for the selection of Bonds for redemption, or (b) any Bonds selected for redemption.

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.

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

This Bond is not a debt of the City of Long Beach, 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 be payable out of any funds or properties other than those of the Agency. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

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

by the Refunding Bond Law or any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), 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 DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

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.

IN WITNESS WHEREOF, the Agency to the Redevelopment Agency of the City of Long Beach has caused this Bond to be executed in its name and on its behalf by the signature of the City Treasurer, acting for the Successor Agency to the Redevelopment Agency of the City of Long Beach and attested to by the facsimile signature of the City Clerk of the City of Long Beach, acting for the Successor Agency to the Redevelopment Agency of the City of Long Beach, all as of the date of issuance of the Bonds.

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF LONG BEACH

By: _____
City Treasurer, acting for the
Successor Agency to the
Redevelopment Agency of the
City of Long Beach

ATTEST:

By: _____
City Clerk of the City of Long Beach,
acting for the Successor Agency to the
Redevelopment Agency of the
City of Long Beach

CERTIFICATE OF AUTHENTICATION

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

Authentication Date: _____

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Authorized Signatory

ASSIGNMENT

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

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

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signatures Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor.

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

ESCROW AGREEMENT

by and between the

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH**

and

U.S. BANK NATIONAL ASSOCIATION, as Escrow Bank

dated as of _____ 1, 2021

relating to:
refunding of the outstanding
Redevelopment Agency of the City of Long Beach
Taxable Recovery Zone Economic Development Bonds, 2010 Series A
(North Long Beach Redevelopment Project)
and
Redevelopment Agency of the City of Long Beach
Taxable Build America Bonds, 2010 Series B
(North Long Beach Redevelopment Project)

ESCROW AGREEMENT

This ESCROW AGREEMENT, dated as of _____ 1, 2021, is by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH, as successor to the former Redevelopment Agency of the City of Long Beach, a public body corporate and politic, organized and existing under the laws of the State of California (the "Successor Agency"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as successor trustee with respect to the hereinafter described Prior Bonds and as escrow bank hereunder (the "Escrow Bank").

RECITALS:

WHEREAS, the former Redevelopment Agency of the City of Long Beach (the "Agency") has issued its Redevelopment Agency of the City of Long Beach Taxable Recovery Zone Economic Development Bonds, 2010 Series A (North Long Beach Redevelopment Project) and its Redevelopment Agency of the City of Long Beach Taxable Build America Bonds, 2010 Series B (North Long Beach Redevelopment Project) (collectively, the "Prior Bonds");

WHEREAS, the Prior Bonds were issued under and pursuant to an indenture of trust, dated as of May 1, 2002 (as amended and in effect on the date of this Escrow Agreement, the "Prior Indenture"), by and between the Successor Agency and the Escrow Bank, as successor trustee (the "Prior Trustee");

WHEREAS, the Successor Agency has determined that, due to prevailing financial market conditions, it is in the best interests of the Successor Agency at this time to refund, on a current basis, the Prior Bonds at this time;

WHEREAS, to raise funds necessary to effectuate such refunding, and for other purposes, the Successor Agency has issued its Successor Agency to the Redevelopment Agency of the City of Long Beach Tax Allocation Refunding Bonds, Series 2021 (the "2021 Bonds"), pursuant to an Indenture of Trust, dated as of July 1, 2015, as amended by a First Supplemental Indenture of Trust, dated as of _____ 1, 2021 (collectively, the "2021 Indenture"), each by and between the Successor Agency and U.S. Bank National Association, as trustee (the "2021 Trustee");

WHEREAS, the Successor Agency desires to make a deposit with the Escrow Bank and to enter into this Escrow Agreement for the purpose of providing the terms and conditions for the deposit and application of amounts so deposited; and

WHEREAS, the Escrow Bank has full powers to act with respect to the irrevocable escrow and trust created herein and to perform the duties and obligations to be undertaken by it pursuant to this Escrow Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants herein contained and for other consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

Section 1. Appointment of Escrow Bank. The Successor Agency hereby appoints the Escrow Bank as escrow bank for all purposes of this Escrow Agreement and in accordance with

the terms and provisions of this Escrow Agreement, and the Escrow Bank hereby accepts such appointment.

Section 2. Establishment of Escrow Fund. There is hereby created by the Successor Agency with, and to be held by, the Escrow Bank, as security for the payment of the principal of and interest on the Prior Bonds, as hereinafter set forth, an irrevocable escrow to be maintained in trust by the Escrow Bank on behalf of the Successor Agency and for the benefit of the owners of the Prior Bonds, said escrow to be designated the "Escrow Fund." All moneys deposited in the Escrow Fund shall constitute a special fund for the payment of the principal of and interest on the Prior Bonds in accordance with the provisions of the Prior Indenture. If at any time the Escrow Bank shall receive actual knowledge that the moneys in the Escrow Fund will not be sufficient to make any payment required by Section 4 hereof, the Escrow Bank shall notify the Successor Agency of such fact and the Successor Agency shall immediately cure such deficiency with any lawfully available funds of the Successor Agency.

Section 3. Deposit into Escrow Fund; Investment of Amounts.

(a) Concurrent with delivery of the 2021 Bonds, the Successor Agency shall cause to be transferred to the Escrow Bank for deposit into the Escrow Fund the amount of \$ _____, derived as follows:

(i) from the proceeds of the 2021 Bonds, the sum of \$ _____; and

(ii) from the funds and accounts held by the Prior Trustee under the Prior Indenture, the sum of \$ _____.

(b) Escrow Bank shall hold the moneys deposited into the Escrow Fund pursuant to the preceding paragraph in cash, uninvested. The moneys deposited with and held by the Escrow Bank in the Escrow Fund shall be used solely for the purposes set forth herein.

Section 4. Instructions as to Application of Deposit.

(a) The moneys deposited in the Escrow Fund pursuant to Section 3 shall be applied by the Escrow Bank for the sole purpose of redeeming the Prior Bonds on _____, 2021, at a redemption price equal to the principal amount thereof, plus accrued interest to such date, without premium, as more particularly set forth in Exhibit A attached hereto. Following the redemption of the Prior Bonds, the Escrow Bank shall transfer any remaining amounts relating to the Prior Bonds to the 2021 Trustee for deposit in the Debt Service Fund established under the 2021 Indenture.

(b) The Escrow Bank acknowledges that the Successor Agency has heretofore directed that the Escrow Bank, in its capacity as trustee for the Prior Bonds, to give notice of redemption of the Prior Bonds in accordance with the provisions of Section 11.04(c) of the Prior Indenture for the redemption of the Prior Bonds on _____, 2021.

Section 5. Application of Prior Bonds Funds.

(a) The Escrow Bank, as Prior Trustee, is hereby directed to transfer to the Escrow Bank for deposit in the Escrow Fund, from the funds and accounts held by the Prior Trustee under the Prior Indenture, the sum of \$ _____.

(b) Any amounts remaining on deposit in any fund or account established under the Prior Indenture, including any investment earnings, received after the date of original delivery of the

Prior Bonds, shall be transferred by the Escrow Bank to the 2021 Trustee for deposit in the Debt Service Fund established under the 2021 Indenture.

Section 6. Application of Certain Terms of Prior Indenture. All of the terms of the Prior Indenture relating to the making of payments of principal and interest on, and redeeming, the Prior Bonds are incorporated in this Escrow Agreement as if set forth in full herein. The provisions of the Prior Indenture relating to the limitations from liability and protections afforded the Prior Trustee and the resignation and removal of the Prior Trustee are also incorporated in this Escrow Agreement as if set forth in full herein and shall be the procedure to be followed with respect to any resignation or removal of the Escrow Bank hereunder.

Section 7. Compensation to Escrow Bank. The Successor Agency shall pay the Escrow Bank full compensation for its duties under this Escrow Agreement, including out-of-pocket costs such as publication costs, prepayment or redemption expenses, legal fees and other costs and expenses relating hereto. Under no circumstances shall amounts deposited in the Escrow Fund be deemed to be available for said purposes. The obligation of the Successor Agency under this Section 7 to pay compensation already earned by the Escrow Bank and to pay costs and expenses already incurred shall survive termination of this Agreement and shall survive the resignation or removal of the Escrow Bank.

Section 8. Liabilities and Obligations of Escrow Bank. The Escrow Bank shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Escrow Agreement unless the Successor Agency shall have deposited sufficient funds with the Escrow Bank. The Escrow Bank may rely and shall be protected in acting upon the written instructions of the Successor Agency or its agents relating to any matter or action as Escrow Bank under this Escrow Agreement.

The Successor Agency covenants to indemnify, defend and hold harmless the Escrow Bank and its officers, employees, directors and agents, solely from available funds of the Successor Agency, against any loss, liability or expense, including legal fees (including the fees of outside counsel and internal attorneys), incurred in connection with the performance of any of the duties of Escrow Bank hereunder, except the Escrow Bank shall not be indemnified against any loss, liability or expense resulting from its negligence or willful misconduct.

The indemnity provided in this Section 8 shall survive the termination of this Escrow Agreement and shall survive the resignation or removal of the Escrow Bank.

The Escrow Bank shall have such duties as are expressly set forth herein and no implied duties shall be read into this Escrow Agreement against the Escrow Bank. The Escrow Bank shall not be liable for any act or omission of the Successor Agency under this Escrow Agreement or the Prior Indenture.

The Escrow Bank shall not be liable for the accuracy of any calculations provided as to the sufficiency of moneys deposited with it to pay the principal of and interest on the Prior Bonds.

Any bank, federal savings association, national association or trust company into which the Escrow Bank may be merged or with which it may be consolidated shall become the Escrow Bank without any action of the Successor Agency.

The Escrow Bank shall have no liability or obligation to the owners of the Prior Bonds or the 2021 Bonds with respect to the payment of debt service by the Successor Agency or with respect to the observance or performance by the Successor Agency of the other conditions, covenants and terms contained in the Prior Indenture or the 2021 Indenture (collectively, the

"Bond Agreements"), or with respect to the investment of any moneys in any fund or account established, held or maintained by the Successor Agency pursuant to the Bond Agreements.

The Escrow Bank may conclusively rely, as to the statements and correctness of the opinions expressed therein, on any certificate or opinion furnished to it in accordance with this Escrow Agreement or the Prior Indenture. The Escrow Bank may consult with counsel, whose opinion shall be full and complete authorization and protection to the Escrow Bank if it acts in accordance with such opinion.

The Escrow Bank shall not be liable for any error of judgment made in good faith by an authorized officer.

Nothing herein should be interpreted to require the Escrow Bank to expend, advance or risk its own funds or otherwise incur financial liability in the performance of any of its duties or the exercise of any of its rights hereunder, if it believes that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured.

Any corporation or association succeeding to all or substantially all of the corporate trust business of the Escrow Bank shall be the successor of the Escrow Bank hereunder, without the execution or filing of any paper or any further act on the part of the any of the parties hereto.

The Escrow Bank shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Escrow Bank be liable for any special indirect or consequential damages.

The Escrow Bank shall not be responsible for any of the recitals or representations contained herein.

The Escrow Bank may execute any of the powers under this Escrow Agreement or perform any duties under this Escrow Agreement either directly or by or through agents, attorneys, custodians or nominees, and shall not be responsible for any willful misconduct or negligence on the part of any agent, attorney, custodian or nominee so appointed with due care.

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

Section 9. Amendment. This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the Prior Bonds shall

have been filed with the Escrow Bank. This Escrow Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but only (a) to add to the covenants and agreements of either party hereto, other covenants to be observed, or to surrender any right or power herein or therein reserved to the Successor Agency, (b) to cure, correct or supplement any ambiguous or defective provision contained herein, (c) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the Prior Bonds or the 2021 Bonds, and that such amendment will not cause interest on the Prior Bonds or the 2021 Bonds to become subject to federal income taxation. In connection with any amendment or modification of this Escrow Agreement, written notice thereof and copies of the applicable legal documents shall be provided by the Successor Agency to each rating agency then rating the Prior Bonds.

Section 10. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence clause or provision shall not affect any of the remaining provisions of this Escrow Agreement.

Section 11. Notice to Escrow Bank and Authority. Any notice to or demand upon the Escrow Bank may be served and presented, and such demand may be made, at the office of the 2021 Trustee as specified and in accordance with the provisions of Section 12.14 of the 2021 Indenture. Any notice to or demand upon the Successor Agency shall be deemed to have been sufficiently given or served for all purposes by being mailed by first class mail, and deposited, postage prepaid, in a post office letter box, addressed to such party as provided in Section 12.14 of the 2021 Indenture (or such other address as may have been filed in writing by the Successor Agency with the Escrow Bank).

Section 12. Merger or Consolidation of Escrow Bank. Any company into which the Escrow Bank 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 Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible to act as trustee under the Prior Indenture, shall be the successor hereunder to the Escrow Bank without the execution or filing of any paper or any further act.

Section 13. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any moneys held by the Escrow Bank for the payment and discharge of the principal of, and the interest on, the Prior Bonds which remains unclaimed for two (2) years after the date when the payment of such principal, interest and premium have become payable, if such moneys were held by the Escrow Bank at such date, shall be repaid by the Escrow Bank to the Successor Agency as its absolute property free from any pledge or lien under this Escrow Agreement, and the Escrow Bank shall thereupon be released and discharged with respect thereto and the owners of such Prior Bonds shall look only to the Successor Agency for the payment of the principal of, and interest on, the Prior Bonds. Any right of any Prior Bondowner to look to the Successor Agency for such payment shall survive only so long as required under applicable law.

Section 14. Execution in Several Counterparts. This Escrow Agreement 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 shall together constitute but one and the same instrument.

Section 15. Governing Law. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in California.

IN WITNESS WHEREOF, the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH has caused this Escrow Agreement to be signed in its name by its officer below, and U.S. BANK NATIONAL ASSOCIATION has caused this Escrow Agreement to be signed in its corporate name by its officer below, all as of the day and year first above written.

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE
CITY OF LONG BEACH

By: _____
City Treasurer, acting for the
Successor Agency to the
Redevelopment Agency of the
City of Long Beach

U.S. BANK NATIONAL ASSOCIATION, as
Escrow Bank

By: _____
Authorized Officer

12046.02:J16957

EXHIBIT A

PAYMENT SCHEDULES FOR THE PRIOR BONDS

Redevelopment Agency of the City of Long Beach
Taxable Recovery Zone Economic Development Bonds, 2010 Series A
(North Long Beach Redevelopment Project)

Payment <u>Date</u>	<u>Interest</u>	Called <u>Principal</u>	Total <u>Payment</u>
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Redevelopment Agency of the City of Long Beach
Taxable Build America Bonds, 2010 Series B
(North Long Beach Redevelopment Project)

Payment <u>Date</u>	<u>Interest</u>	Called <u>Principal</u>	Total <u>Payment</u>
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