

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

January 19, 2021

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

RECOMMENDATION:

Adopt a Resolution approving the Preliminary Official Statement and the Bond Purchase Agreement in connection to the issuance of the Tax Allocation Refunding Bonds Series 2021 and approving related documents and actions. (Citywide)

DISCUSSION

On September 15, 2020, the Successor Agency to the Redevelopment Agency (Successor Agency) approved the issuance of the Tax Allocation Refunding Bonds Series 2021.

The City is requesting the Successor Agency's approval of the Preliminary Official Statement and the Bond Purchase Agreement to market and sell the bonds. The Preliminary Official Statement is a marketing tool utilized to sell the bonds. It describes the organization, provides financial and statistical data, and summarizes the proposed financing. The Bond Purchase Agreement is a contract between the Successor Agency and the underwriters. The Bond Purchase Agreement will allow the underwriters to sell the bonds on behalf of the Successor Agency.

The Series 2021 Bonds were approved by the County of Los Angeles Oversight Board on October 20, 2020. The State Department of Finance approved the proposed refunding on December 17, 2020.

This matter was reviewed by Deputy City Attorney Richard F. Anthony on December 15, 2020 and by Budget Analysis Officer Julissa José-Murray on December 16, 2020.

TIMING CONSIDERATIONS

The Successor Agency's approval is requested on January 19, 2021, as any delay may result in a reduction or elimination of interest cost savings.

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

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

January 19, 2021


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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, resulting in 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 – PRELIMINARY OFFICIAL STATEMENT

B – BOND PURCHASE 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, APPROVING A PRELIMINARY OFFICIAL STATEMENT AND A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE ISSUANCE OF TAX ALLOCATION REFUNDING BONDS IN ORDER TO REFUND CERTAIN 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, pursuant to section 34172(a) of the Law, the Former Agency has been dissolved and no longer exists; and

WHEREAS, prior to the dissolution of the Former Agency, the Former Agency 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

1 WHEREAS, section 34177.5 of the Law authorizes the issuance of
2 refunding bonds by the Successor Agency to the Redevelopment Agency of the
3 City of Long Beach (the "Successor Agency") pursuant to Article 11 (commencing
4 with section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California
5 Government Code (the "Refunding Law") for the purpose of achieving debt service
6 savings within the parameters set forth in section 34177.5(a)(1) of the Law (the
7 "Savings Parameters"); and

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

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

17 WHEREAS, the Successor Agency has determined to issue its
18 Successor Agency to the Redevelopment Agency of the City of Long Beach Tax
19 Allocation Refunding Bonds, Series 2021 (the "Bonds") to refund the Prior Bonds,
20 pursuant to an indenture of trust, dated as of July 1, 2015 (the "Original Indenture"),
21 between the Successor Agency and U.S. Bank National Association, as trustee
22 (the "Trustee"), as amended and supplemented by a First Supplemental Indenture
23 of Trust (the "First Supplement"), between the Successor Agency and the Trustee
24 (the Original Indenture, as amended and supplemented by the First Supplement,
25 is referred to below as the "2021 Indenture"); and

26 WHEREAS, the Successor Agency adopted its Resolution No.
27 S.A. 01-2020 on September 15, 2020 (the "Authorizing Resolution"), authorizing
28 issuance of the Bonds and approving the form and authorizing execution of the

1 First Supplement and certain other documents prepared in connection with the
2 Bonds; and

3 WHEREAS, on October 20, 2020, the Los Angeles County
4 Consolidated Oversight Board, Fourth District, adopted its Resolution No. OB-03-
5 2020 (the "Oversight Board Resolution") approving the issuance of the Bonds by
6 the Successor Agency; and

7 WHEREAS, the Department of Finance of the State of California
8 provided a letter to the Successor Agency approving the Oversight Board
9 Resolution, conditioned upon the Bonds satisfying the Savings Parameters; and

10 WHEREAS, the Successor Agency has, with the assistance of its
11 Disclosure Counsel, the Municipal Advisor and its fiscal consultant, caused to be
12 prepared a form of official statement for the Bonds describing the Bonds and
13 containing material information relating to the Successor Agency and the Bonds,
14 the preliminary form of which (the "Preliminary Official Statement") has been
15 submitted to the Successor Agency for approval, and there has been prepared a
16 bond purchase agreement (the "Bond Purchase Agreement") between the
17 Successor Agency and RBC Capital Markets, LLC, on behalf of itself and as
18 representative of Cabrera Capital Markets, LLC (collectively, the "Underwriters"),
19 the form of which has been submitted to the Successor Agency for approval; and

20 WHEREAS, the Successor Agency now desires to approve the
21 Preliminary Official Statement and the Bond Purchase Agreement, and to
22 authorize the distribution of the Preliminary Official Statement and the execution
23 of the Bond Purchase Agreement, so that the Bonds may be sold and issued and
24 the Prior Bonds be refunded, all as contemplated by the Authorizing Resolution.

25 NOW, THEREFORE, the City Council of the City of Long Beach,
26 acting as the Successor Agency to the Redevelopment Agency of the City of Long
27 Beach, resolves as follows:
28

1 Section 1. Sale of Bonds; Approval of Bond Purchase Agreement.

2 The Successor Agency hereby authorizes the sale of the Bonds to the
3 Underwriters pursuant to the Bond Purchase Agreement, so long as the
4 Underwriters' discount, excluding original issue discount which does not constitute
5 compensation to the Underwriters, does not exceed 0.50% of the principal amount
6 of the Bonds, and so long as the Savings Parameters are satisfied. The Successor
7 Agency hereby approves the Bond Purchase Agreement in the form on file with
8 the City Clerk. The City Manager, the Director of Financial Management, the City
9 Treasurer, and the Director of Development Services of the City, each acting for
10 the Successor Agency (each a "Designated Officer"), and each acting alone, are
11 hereby authorized and directed to execute the Bond Purchase Agreement in said
12 form, together with such additions thereto or changes therein as the Designated
13 Officer executing the Bond Purchase Agreement, upon consultation with the City
14 Attorney, acting as general counsel to the Successor Agency, and Bond Counsel
15 to the Successor Agency for the Bonds, shall deem necessary, desirable or
16 appropriate, and the execution of the Bond Purchase Agreement by a Designated
17 Officer shall be conclusive evidence of the approval of any such additions and
18 changes.

19 Section 2. Preliminary Official Statement; Official Statement. The

20 Successor Agency hereby approves the Preliminary Official Statement in the form
21 on file with the City Clerk. The Successor Agency authorizes the Designated
22 Officers, on behalf of the Successor Agency, to make such additions thereto or
23 changes therein as deemed advisable by any of the Designated Officers upon
24 consultation with Disclosure Counsel to the Successor Agency for the Bonds, and
25 the Successor Agency hereby authorizes the Designated Officers, each acting
26 alone, to deem "final" pursuant to Rule 15c2-12 under the Securities Exchange Act
27 of 1934 (the "Rule") the Preliminary Official Statement prior to its distribution by the
28 Underwriters to prospective purchasers of the Bonds.

1 The Underwriters, on behalf of the Successor Agency, are
2 authorized and directed to cause the Preliminary Official Statement to be
3 distributed to such municipal bond broker-dealers, to such banking institutions and
4 to such other persons as may be interested in purchasing the Bonds.

5 The Designated Officers are hereby authorized and directed to assist
6 Disclosure Counsel in causing the Preliminary Official Statement to be brought into
7 the form of a final official statement (the "Final Official Statement"), and the
8 Designated Officers, each acting alone, are hereby authorized to execute the Final
9 Official Statement and a statement to the effect that the information in the Final
10 Official Statement, and any supplement or amendment thereto was, at the time of
11 sale of the Bonds, true and correct in all material respects and that the Final Official
12 Statement did not, on the date of sale of the Bonds, and does not, as of the date
13 of delivery of the Bonds, contain any untrue statement of material fact or omit to
14 state material facts required to be stated therein where necessary to make any
15 statement made therein not misleading in the light of the circumstances under
16 which it was made. The execution and delivery by a Designated Officer of the Final
17 Official Statement, which shall include such changes and additions thereto
18 deemed advisable by the Designated Officers, upon consultation with Disclosure
19 Counsel, and such information permitted to be excluded from the Preliminary
20 Official Statement pursuant to the Rule, shall be conclusive evidence of the
21 approval of the Final Official Statement by the Successor Agency.

22 The Final Official Statement, when prepared, is approved for
23 distribution in connection with the offering and sale of the Bonds.

24 Section 3. Official Actions. The Designated Officers, and any and all
25 other officers of the City, acting for the Successor Agency, are hereby authorized
26 and directed, for and in the name and on behalf of the Successor Agency, to do
27 any and all things and take any and all actions, including execution and delivery of
28 a Continuing Disclosure Agreement or Continuing Disclosure Certificate in a form

1 provided by Disclosure Counsel, and any and all assignments, certificates,
2 requisitions, agreements, notices, consents, instruments of conveyance, warrants
3 and other documents which they, or any of them, may deem necessary or
4 advisable in order to consummate the lawful issuance and sale of the Bonds and
5 the refunding of the Prior Bonds. The Authorizing Resolution is hereby amended
6 to include the Director of Development Services of the City as a Designated
7 Officer, as said term is used in the Authorizing Resolution.

8 In furtherance of the foregoing, the Designated Officers are hereby
9 authorized to approve modifications to the documents approved by this Resolution
10 and by the Authorizing Resolution to allow for an insurance policy and/or a reserve
11 fund insurance policy for the Bonds and to execute certificates and agreements
12 required for such insurance if, upon the advice of the Municipal Advisor, such
13 insurance is advantageous to the Successor Agency in the circumstances.

14 Section 4. Effective Date. This Resolution shall take effect
15 immediately upon its adoption by the City Council, and the City Clerk shall certify
16 the vote adopting this Resolution.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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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 _____, 2021 by the following vote:

Ayes: Councilmembers: _____

Notes: Councilmembers: _____

Absent: Councilmembers: _____

Recusal(s): Councilmembers: _____

City Clerk

12046.02:J17123:101320

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2021

NEW ISSUE—BOOK-ENTRY ONLY

Ratings:
S&P “_____”

See the caption “CONCLUDING INFORMATION—Ratings”

In the opinion of Quint & Thimmig LLP, Larkspur, California, Bond Counsel, subject to compliance by the Agency with certain covenants, interest on the 2021 Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax. In addition, in the opinion of Bond Counsel, interest on the 2021 Bonds is exempt from personal income taxation imposed by the State of California. See “TAX MATTERS” herein.

\$ _____
**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
OF THE CITY OF LONG BEACH
TAX ALLOCATION REFUNDING BONDS, SERIES 2021**

Dated: Delivery Date

Due: August 1, as shown on the inside front cover page

The Successor Agency to the Redevelopment Agency of the City of Long Beach Tax Allocation Refunding Bonds, Series 2021 (the “2021 Bonds”) will be delivered as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“DTC”), and will be available to ultimate purchasers (“Beneficial Owners”) in integral multiples of \$5,000 under the book-entry system maintained by DTC. Beneficial Owners will not be entitled to receive delivery of bonds representing their ownership interest in the 2021 Bonds. The principal of and interest (which interest is due February 1 and August 1 of each year, commencing August 1, 2021) on the 2021 Bonds will be payable by U.S. Bank National Association, as trustee (the “Trustee”), to DTC for subsequent disbursement to DTC Participants, so long as DTC or its nominee remains the registered owner of the 2021 Bonds. See the caption “THE 2021 BONDS—Book-Entry System.”

The 2021 Bonds are being issued pursuant to the Indenture of Trust, dated as of July 1, 2015, as supplemented by the First Supplemental Indenture of Trust, dated as of February 1, 2021 (collectively, the “Indenture”), each by and between the Trustee and the Successor Agency to the Redevelopment Agency of the City of Long Beach (the “Agency”): (i) to currently refund certain bonds issued by the former Redevelopment Agency for the City of Long Beach currently outstanding in the aggregate principal amount of \$26,300,000, as described under the caption “REFUNDING PLAN”; [(ii) to purchase a municipal debt service reserve insurance policy for the 2021 Bonds], and (iii) to pay certain costs of issuance of the 2021 Bonds.

The 2021 Bonds are subject to optional redemption prior to maturity. See the caption “THE 2021 BONDS—Redemption.”

The 2021 Bonds are payable from and secured by a pledge of the Tax Revenues deposited in the Redevelopment Property Tax Trust Fund on a subordinate basis to certain bonds currently outstanding in the aggregate principal amount of \$35,995,000 and certain other ongoing obligations of the Agency, as more fully described under the caption “SECURITY FOR THE 2021 BONDS—Senior Obligations.” The 2021 Bonds are issued on a parity with the Agency’s Tax Allocation Refunding Bonds, Series 2015A and Tax Allocation Refunding Bonds, Series 2015B (Federally Taxable), which are currently outstanding in the principal amount of \$124,810,000. Taxes levied on the property within the Project Areas (as defined herein) on that portion of the taxable valuation over and above the taxable valuation of the base year property tax roll, to the extent that such taxes constitute Tax Revenues, will be deposited in the Tax Increment Fund created under the Indenture and administered by the Agency and the Trustee in accordance with the Indenture.

This cover page of the Official Statement contains information for quick reference only. It is not a complete summary of the 2021 Bonds. Investors should read the entire Official Statement to obtain information essential to the making of an informed investment decision with respect to a purchase of the 2021 Bonds. Attention is hereby directed to certain risk factors more fully described herein. See the caption “RISK FACTORS” herein.

The 2021 Bonds are not a debt of the City of Long Beach, California, the State of California, or any of its political subdivisions (except the Agency), and neither said City nor State, nor any of its political subdivisions (except the Agency), is liable hereon, nor in any event will the 2021 Bonds be payable out of any funds or properties other than those of the Agency. The 2021 Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. The principal of and interest on the 2021 Bonds are payable solely from the Tax Revenues (as defined herein and in the Indenture) allocated to the Agency from the Project Areas after the payment of certain costs and other obligations payable on a senior basis as described herein, and from other funds pledged thereof, as set forth in the Indenture.

The 2021 Bonds are offered, when, as and if issued, subject to the approval of Quint & Thimmig LLP, Larkspur, California, Bond Counsel. Certain legal matters will be passed on for the Agency by the City Attorney of the City of Long Beach, as counsel to the Agency, and Stradling Yocca Carlson & Rauth, A Professional Corporation, Newport Beach, California, as disclosure counsel to the Agency, for the Underwriters by their counsel, Nixon Peabody LLP, Los Angeles, California, and for the Trustee by its counsel. It is anticipated that the 2021 Bonds will be available for delivery through the facilities of DTC on or about February __, 2021.

[RBC Capital Markets Logo] [Cabrera Capital Markets Logo]

Dated: _____, 2021

MATURITY SCHEDULE

Base CUSIP[†] _____

\$ _____

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

<i>Maturity Date</i> <i>(August 1)</i>	<i>Principal</i> <i>Amount</i>	<i>Interest</i> <i>Rate</i>	<i>Yield</i>	<i>Price</i>	<i>CUSIP[†]</i> <i>Suffix</i>
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[†] CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Global Market Intelligence. Copyright(c) 2021 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. Neither the Agency nor the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.

**SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH
Long Beach, California**

**CITY COUNCIL,
ACTING AS THE GOVERNING BODY OF THE AGENCY**

Dr. Robert Garcia
Mayor

Rex Richardson
Vice Mayor, Ninth District

Mary Zendajas, <i>First District</i>	Stacy Mungo, <i>Fifth District</i>
Cindy Allen, <i>Second District</i>	Suely Saro, <i>Sixth District</i>
Suzie Price, <i>Third District</i>	Roberto Uranga, <i>Seventh District</i>
Daryl Supernaw, <i>Fourth District</i>	Al Austin, <i>Eighth District</i>

**CITY OFFICIALS AND STAFF,
ACTING ON BEHALF OF THE AGENCY**

Thomas Modica <i>City Manager</i>	Linda F. Tatum <i>Assistant City Manager</i>	John Gross <i>Acting Finance Director</i>
David S. Nakamoto <i>City Treasurer</i>	J. Charles Parkin <i>City Attorney</i>	Douglas Haubert <i>City Prosecutor</i>
Laura L. Doud <i>City Auditor</i>	Monique De La Garza <i>City Clerk</i>	Richard Anthony <i>Deputy City Attorney</i>

Oscar W. Orci
Director of Development Services

PROFESSIONAL SERVICES

BOND COUNSEL
Quint & Thimmig LLP

DISCLOSURE COUNSEL
Stradling Yocca Carlson & Rauth,
A Professional Corporation

MUNICIPAL ADVISOR
KNN Public Finance

TRUSTEE
U.S. Bank National Association

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

No Offering May Be Made Except by this Official Statement. No dealer, broker, salesperson or other person has been authorized by the Agency or the Underwriters to give any information or to make any representations with respect to the 2021 Bonds other than as contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon as having been given or authorized by the Agency or the Underwriters.

Use of Official Statement. This Official Statement is submitted in connection with the sale of the 2021 Bonds described in this Official Statement and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement does not constitute a contract between any 2021 Bond owner and the Agency or the Underwriters.

Preparation of this Official Statement. The information contained in this Official Statement has been obtained from sources that are believed to be reliable, but this information is not guaranteed as to accuracy or completeness. The Underwriters have provided the following sentence for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure made by the Agency, the words or phrases “will likely result,” “are expected to,” “will continue,” “is anticipated,” “estimate,” “project,” “forecast,” “expect,” “intend” and similar expressions identify “forward looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the 2021 Bonds will, under any circumstances, create any implication that there has been no change in the affairs of the Agency or the other parties described in this Official Statement since the date of this Official Statement.

Document Summaries. All summaries of the Indenture or other documents contained in this Official Statement are made subject to the provisions of such documents and do not purport to be complete statements of any or all such provisions. All references in this Official Statement to the Indenture and such other documents are qualified in their entirety by reference to such documents, which are on file with the Agency.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or a solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

No Registration with the SEC. The issuance and sale of the 2021 Bonds have not been registered under the Securities Act of 1933 or the Securities Exchange Act of 1934, both as amended, in reliance upon exemptions provided thereunder by Sections 3(a)(2) and 3(a)(12), respectively, for the issuance and sale of municipal securities.

Public Offering Prices. The Underwriters may offer and sell the 2021 Bonds to certain dealers and dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and the Underwriters may change such public offering prices from time to time.

Website. The City of Long Beach, California maintains an Internet website. However, the information maintained on such website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the 2021 Bonds.

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

INTRODUCTORY STATEMENT

This Official Statement, including the cover page and appendices hereto, is provided to furnish information in connection with the sale by the Successor Agency to the Redevelopment Agency of the City of Long Beach (the “Agency”) of its § _____ * Successor Agency to the Redevelopment Agency of the City of Long Beach Tax Allocation Refunding Bonds, Series 2021 (the “2021 Bonds”). Capitalized terms used in this Official Statement and not otherwise defined herein have the meaning given to them in the Indenture (defined below). See Appendix B – “SUMMARY OF THE INDENTURE—Definitions.”

Authority and Purpose

The 2021 Bonds are being issued pursuant to the Constitution and laws of the State of California (the “State”), including Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the “Bond Law”) and an Indenture of Trust, dated as of July 1, 2015 (the “2015 Indenture”), as supplemented by a First Supplemental Indenture of Trust, dated as of February 1, 2021 (the “First Supplemental Indenture,” and together with the 2015 Indenture, the “Indenture”), each by and between the Agency and U.S. Bank National Association, as trustee (the “Trustee”). See the caption “THE 2021 BONDS—Authority for Issuance.” The 2021 Bonds are issued on a parity with the Agency’s Tax Allocation Refunding Bonds, Series 2015A and Tax Allocation Refunding Bonds, Series 2015B (Federally Taxable) (collectively, the “2015 Bonds,” and together with the 2021 Bonds and any other Additional Bonds issued pursuant to the Indenture, the “Bonds”), which are currently outstanding in the aggregate principal amount of \$124,810,000. The 2015 Bonds were issued pursuant to the 2015 Indenture for the purpose of sale to, and in connection with the issuance by, the County of Los Angeles Redevelopment Refunding Authority (the “Authority”) of its \$155,820,000 original aggregate principal amount Tax Allocation Revenue Refunding Bonds, Series 2015A (Tax-Exempt) and Series 2015B (Federally Taxable) (the “2015 Authority Bonds”).

The 2021 Bonds are being issued: (i) to refund certain obligations (referred to herein as the “Refunded Bonds”) of the former Redevelopment Agency of the City of Long Beach (the “Former Agency”), as described under the caption “THE REFUNDING PLAN”; [(ii) to purchase a municipal bond debt service reserve insurance policy for the 2021 Bonds (the “Reserve Policy”)]; and (iii) to pay certain costs of issuance of the 2021 Bonds. See the caption “THE REFUNDING PLAN—Sources and Uses of Funds.”

The 2021 Bonds are payable from and secured by a pledge of the Tax Revenues deposited in the Redevelopment Property Tax Trust Fund (also referred to herein as the “RPTTF”) on a subordinate basis to certain bonds currently outstanding in the aggregate principal amount of \$35,995,000 and certain other ongoing obligations of the Agency (collectively, the “Senior Obligations”), as more fully described under the caption “SECURITY FOR THE 2021 BONDS—Senior Obligations.”

The City and the Agency

The Former Agency was established pursuant to the provisions of the Community Redevelopment Law, being Part 1 of Division 24 of the California Health and Safety Code (the “Redevelopment Law”) by Ordinance No. C-4184 of the City Council of the City of Long Beach (the “City Council”) adopted on October 17, 1961. Assembly Bill x1 26 (“AB x1 26”) chaptered and effective on June 28, 2011, added Parts 1.8 and 1.85 to Division 24 of the California Health & Safety Code, which laws were modified, in part, and

** Preliminary, subject to change.*

determined constitutional by the California Supreme Court in the petition *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861 (“*Matosantos Decision*”), which laws and court opinion caused the dissolution of all redevelopment agencies in the State and winding down of the affairs of former redevelopment agencies; thereafter, such laws were amended further by Assembly Bill 1484 (“AB 1484”) that was chaptered and effective on June 27, 2012, and such laws have been further amended by subsequent legislation (AB x1 26, the *Matosantos Decision*, AB 1484, and subsequent amendments are referred to collectively as the “Dissolution Act”).

On January 17, 2012, pursuant to Resolution No. RES-12-0009 and Section 34173 of the Dissolution Act, the City Council elected to serve as successor agency to the Former Agency and further elected to retain the housing assets and functions of the Former Agency pursuant to Section 34176 of the Dissolution Act. The Agency is governed by a ten-member Board of Directors (the “Board”) which consists of the members of the City Council and the Mayor.

The City of Long Beach (the “City”) is a charter city and was incorporated in 1897. The City is located in southern Los Angeles County, California, adjacent to the Pacific Ocean and approximately 32 miles south of downtown Los Angeles. The City borders Orange County on the City’s southeast edge. The City has a boundary of approximately 52 square miles. The City operates under the Council-Manager form of government. The nine City Council members are elected by districts within the City, whereas the Mayor is elected at large. The Council members and the Mayor are elected to four year alternating terms. The Mayor presides over the meetings and deliberates during the meetings, but has no vote; however, the Mayor may veto the actions of the City Council except for parliamentary or procedural motion. The Long Beach City Council appoints a City Manager to administer the daily affairs of the City and to implement policies established by the Long Beach City Council. For certain demographic and economic information regarding the City, see Appendix G. The City has no obligation with respect to the 2021 Bonds. See the caption “SECURITY FOR THE 2021 BONDS.”

The Redevelopment Plans and the Project Areas

The 2021 Bonds are principally payable from Tax Revenues (defined below under the caption “—Security for the 2021 Bonds”) attributable to the Project Areas (defined under the caption “THE REDEVELOPMENT PLANS—General”). The Project Areas consist of seven separate redevelopment project areas. See the caption “THE REDEVELOPMENT PLANS” and “THE PROJECT AREAS” for detailed information regarding the seven Redevelopment Plans (defined below under the heading “THE REDEVELOPMENT PLANS”) for the Project Areas, the amendments to the Redevelopment Plans, and the Project Areas.

Other than the Project Areas, there are no active redevelopment project areas approved by the City and the Former Agency within the City.

Security for the 2021 Bonds

Prior to the enactment of AB X1 26, the Redevelopment Law authorized the financing of redevelopment projects through the use of tax increment revenues. This method provided that the taxable valuation of the property within a redevelopment project area on the property tax roll last equalized prior to the effective date of the ordinance which adopts the redevelopment plan becomes the base year valuation. Assuming that the taxable valuation never drops below the base year level, the taxing agencies thereafter received that portion of the taxes produced by applying then current tax rates to the base year valuation, and the redevelopment agency was allocated the remaining portion produced by applying then current tax rates to the increase in valuation over the base year. Such incremental tax revenues allocated to a redevelopment agency were authorized to be pledged to the payment of agency obligations.

The Dissolution Act requires the Auditor-Controller of the County of Los Angeles (the "County Auditor-Controller") to determine the amount of property taxes that would have been allocated to the Former Agency had the Former Agency not been dissolved pursuant to the operation of AB X1 26, using current assessed values on the last equalized roll on August 20, and to deposit such amount in the Redevelopment Property Tax Trust Fund pursuant to the Dissolution Act. Section 34177.5(g) of the Dissolution Act provides that any bonds authorized to be issued by the Agency will be considered indebtedness incurred by the dissolved Former Agency, with the same legal effect as if such bonds had been issued prior to the effective date of AB X1 26, in full conformity with the applicable provisions of the Redevelopment Law that existed prior to that date, and will be included in the Agency's Recognized Obligation Payment Schedule. See the caption "SECURITY FOR THE 2021 BONDS—Recognized Obligation Payment Schedule."

Under the Indenture, the 2021 Bonds are payable from and secured by a pledge of and lien on Tax Revenues on a parity with the 2015 Bonds and any Additional Bonds. As defined in the Indenture, the term "Tax Revenues" means all taxes annually allocated within the Plan Limit and paid to the Agency pursuant to Article 6 of Chapter 6 (commencing with Section 33670) of the Redevelopment Law, Section 16 of Article XVI of the Constitution of the State and other applicable State laws and as provided in the Redevelopment Plans available and deposited in the Redevelopment Property Tax Trust Fund ("RPTTF"), subject to the prior application and lien in favor of the Senior Bonds (defined below under the caption "SECURITY FOR THE 2021 BONDS—Senior Obligations") and to payments with respect to Pass-Through Obligations (unless otherwise subordinated) and limited, in each case, to the extent of the project area specific portion of such Tax Revenues applicable and/or pledged to the payment of such obligations. If, and to the extent, that the provisions of Section 34172 or paragraph (2) of subdivision (a) of Section 34183 of the California Health and Safety Code are invalidated by a final judicial decision, then Tax Revenues will include all tax revenues allocated to the payment of indebtedness pursuant to California Health and Safety Code Section 33670 or such other section as may be in effect at the time providing for the allocation of tax increment revenues in accordance with Article XVI, Section 16 of the California Constitution.

Tax Revenues generated from the incremental taxable value in the Project Areas were, prior to February 1, 2012, generally referred to as tax increment revenues. The Redevelopment Law provided that the tax increment revenues could be pledged by a redevelopment agency to the repayment of agency indebtedness.

The 2021 Bonds are payable from, and are secured by, a pledge of the Tax Revenues and amounts in certain funds and accounts held under the Indenture. See "SECURITY FOR THE 2021 BONDS".

The Agency has no power to levy and collect taxes and must look specifically to the allocation of taxes described above. Various factors beyond the Agency's control could affect the amount of Tax Revenues available to pay the principal of and interest on the 2021 Bonds. See the captions "SECURITY FOR THE 2021 BONDS—Tax Increment Financing," "—Recognized Obligation Payment Schedule," "PROPERTY TAXATION IN CALIFORNIA" and "RISK FACTORS."

Senior Obligations

Assuming refunding of the Refunded Bonds, payment of the principal of and interest on the 2021 Bonds will be subordinate to:

1. Downtown Redevelopment Project Tax Allocation Refunding Bonds 2002 Series B, in the original principal amount of \$25,920,000, issued by the Former Agency pursuant to an Indenture of Trust, dated as of December 1, 1992 as amended including by a Third Supplemental Indenture, dated as of November 1, 2002 (as amended, the "2002 Downtown Indenture"), each between the Former Agency and Trustee, as successor trustee, of which \$10,505,000 is currently outstanding (the "2002B Downtown Agency Bonds"), attributable to the Downtown Project, issued for the purpose of sale to, and in connection with the issuance by, the Long Beach Bond Finance Authority (the "LBBFA") of \$47,780,000 original

aggregate principal amount of its Tax Allocation Revenue Bonds (Downtown and West Long Beach Industrial Redevelopment Project Areas) 2002 Series B, of which \$15,715,000 is currently outstanding (the “2002B LBBFA Bonds”);

2. A portion of the West Long Beach Industrial Redevelopment Project Tax Allocation Refunding Bonds 2002 Series A, in the original principal amount of \$21,860,000, issued by the Former Agency pursuant to an Indenture of Trust, dated as of December 1, 1992 as amended by a First Supplemental Indenture, dated as of November 1, 2002 (as amended, the “2002 Industrial Indenture”), each between the Former Agency and U.S. Bank National Association, as successor trustee, of which \$5,210,000 is currently outstanding (the “2002 Industrial Agency Bonds”), attributable to the Industrial Project, issued for the purpose of sale to, and in connection with the issuance by, the LBBFA of the 2002B LBBFA Bonds;
3. A portion of the 2002 Subordinate Tax Allocation Bonds (Downtown Redevelopment Project), issued by the Former Agency pursuant to an Indenture of Trust, dated as of May 1, 2002, between the Former Agency and BNY Western Trust Company (now known as The Bank of New York Mellon Trust Company, N.A.), thereafter amended by a First Supplemental Indenture, dated as of February 1, 2006 (as amended, the “2002 Subordinate Downtown Indenture”), between the Former Agency and The Bank of New York Trust Company, N.A. (now known as The Bank of New York Mellon Trust Company, N.A.), as successor trustee, of which \$2,790,000 is currently outstanding (the “2002 Subordinate Downtown Agency Bonds”), attributable to the Downtown Project, of which an original aggregate principal amount of \$7,450,000 was purchased by the LBBFA in connection with the issuance of \$35,045,000 aggregate principal amount of its Tax Allocation Revenue Bonds (Downtown and North Long Beach Redevelopment Project Areas) 2005 Series C, of which \$19,845,000 is currently outstanding (the “2005C LBBFA Bonds”);
4. A portion of the 2002 Tax Allocation Bonds (North Long Beach Redevelopment Project), issued by the Former Agency pursuant to an Indenture of Trust, dated as of May 1, 2002, between the Former Agency and BNY Western Trust Company (now known as The Bank of New York Mellon Trust Company, N.A.), thereafter amended by a First Supplemental Indenture, dated as of February 1, 2005 and a Second Supplemental Indenture, dated as of February 1, 2006 (as amended, the “2002 North Indenture”), each between the Former Agency and The Bank of New York Trust Company, N.A. (now known as The Bank of New York Mellon Trust Company, N.A.), as successor trustee, of which \$17,490,000 is currently outstanding (the “2002 North Long Beach Agency Bonds”), attributable to the North Long Beach Redevelopment Project, of which an aggregate principal amount of \$26,983,000 was purchased by the LBBFA in connection with the issuance of the 2005C LBBFA Bonds;

The 2002B Downtown Agency Bonds, 2002 Industrial Agency Bonds, 2002 Subordinate Downtown Agency Bonds, and the 2002 North Long Beach Agency Bonds are referred to collectively as the “Senior Bonds” in this Official Statement. The pledge of Tax Revenues to the payment of the 2021 Bonds is expressly subordinate to the prior pledge of property tax revenues in favor of the payment of the Senior Bonds.

Parity Obligations

The 2021 Bonds are being issued on a parity with the 2015 Bonds, which are currently outstanding in the principal amount of \$124,810,000. The Agency may issue or incur additional bonds (including pursuant to a Supplemental Indenture) or incur other loans, advances or indebtedness payable from Tax Revenues on a parity with the 2021 Bonds and the 2015 Bonds subject to the provisions of the Indenture. See the caption “SECURITY FOR THE 2021 BONDS—Limitation on Additional Indebtedness.”

Subordinate Obligations

The Agency has certain other obligations that are payable from Tax Revenues on a basis subordinate to the 2021 Bonds. See “SECURITY FOR THE 2021 BONDS — Subordinate Obligations.”

Reserve Account

A Reserve Account for the 2021 Bonds is established pursuant to the Indenture in an amount equal to the initial Reserve Requirement of \$_____. [The Reserve Requirement is initially being satisfied by the delivery of the Reserve Policy by _____ (the “2021 Insurer”).] See “SECURITY FOR THE 2021 BONDS—Deposit of Amounts by Trustee.”

[A reserve account was established for the 2015 Bonds; however, the reserve account established for the 2015 Bonds will not be available to pay the 2021 Bonds.]

Tax Matters

In the opinion of Quint & Thimmig LLP, Larkspur, California, Bond Counsel, subject to compliance by the Agency with certain covenants, interest on the 2021 Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax. In addition, in the opinion of Bond Counsel, interest on the 2021 Bonds is exempt from personal income taxation imposed by the State of California. See the caption “TAX MATTERS.”

COVID-19 (Coronavirus) Pandemic

As described further in this Official Statement, the spread of the novel strain of coronavirus called COVID-19 is having significant negative impacts throughout the world, including within the City and the Project Areas. The assessed valuation and other information described under the caption “THE PROJECT AREAS” does not account for the potential impacts of COVID-19 on the Project Areas and is not intended to be predictive of future results. For more information regarding the potential impacts of COVID-19 on the Project Areas, see the caption “RISK FACTORS—COVID-19 (Coronavirus) Pandemic.”

Further Information

Brief descriptions of the 2021 Bonds, the Indenture, the Agency, the Former Agency and the City are included in this Official Statement. Such descriptions and information do not purport to be comprehensive or definitive. All references herein to the Indenture, the Redevelopment Law, the Dissolution Act, the Constitution of the State as well as the proceedings of the Former Agency, the Agency and the City are qualified in their entirety by reference to such documents. References herein to the 2021 Bonds are qualified in their entirety by the form thereof included in the Indenture and the information with respect thereto included herein, copies of which are all available for inspection at the offices of the Agency. Copies of the forms of all documents are available from the City Clerk’s office, City of Long Beach, 411 W. Ocean Blvd., Long Beach, California 90802.

THE REFUNDING PLAN

General

The Former Agency previously 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 “Refunded Bonds”), as shown in the table below:

<i>Maturity Date (August 1)</i>	<i>Bond Series</i>	<i>Principal Redeemed</i>	<i>Redemption Price</i>	<i>Refunded CUSIP</i>
2025	2010 Series A	\$ 480,000	100%	542430 FV0
2030	2010 Series A	5,710,000	100	542430 FW8
2040	2010 Series A	16,045,000	100	542430 FX6
2021	2010 Series B	825,000	100	542430 GJ6
2022	2010 Series B	865,000	100	542430 GK3
2023	2010 Series B	905,000	100	542430 GL1
2024	2010 Series B	950,000	100	542430 GM9
2025	2010 Series B	520,000	100	542430 GN7

Pursuant to an Escrow Agreement dated as of February 1, 2021 (the “Escrow Agreement”), by and between the Agency and U.S Bank National Association, as escrow bank (the “Escrow Bank”), the Agency will cause a portion of the proceeds of the 2021 Bonds to be delivered to the Escrow Bank for deposit in the escrow fund established under the Escrow Agreement (the “Escrow Fund”). Such amounts to be delivered by or on behalf of the Agency to the Escrow Bank on the date of issuance of the 2021 Bonds, together with amounts transferred from funds and accounts established in connection with the Refunded Bonds, will be held in cash and used to pay all principal of and accrued interest on the Refunded Bonds on _____, 2021.

The amounts held by the Escrow Bank in the Escrow Fund are pledged solely to the payment and redemption of the Refunded Bonds. Neither the moneys deposited in the Escrow Fund nor the interest on the invested moneys will be available for the payment of principal of and interest on the 2021 Bonds.

Sources and Uses of Funds

The estimated sources and uses of the 2021 Bonds and other funds are summarized as follows:

	<i>Total</i>
Sources:	
Principal Amount of 2021 Bonds	
[Plus/less] Original Issue [Premium/discount]	
Other Sources of Funds ⁽¹⁾	
Total Sources:	
Uses:	
Escrow Fund	
Costs of Issuance ⁽²⁾	
Underwriter’s Discount	
Total Uses:	

⁽¹⁾ Moneys held by the Escrow Bank, as trustee for the Refunded Bonds, in the funds and accounts of the indenture pursuant to which the Refunded Bonds were issued.

⁽²⁾ Includes fees and expenses of Bond Counsel, Disclosure Counsel, the Municipal Advisor, the Fiscal Consultant, and the Trustee, printing expenses, rating agency fees, premiums for the [Reserve Policy], and other miscellaneous costs.

THE 2021 BONDS

Authority for Issuance

The 2021 Bonds were authorized for issuance pursuant to the Indenture, the Refunding Law, and the Dissolution Act. Direction to undertake the issuance of the 2021 Bonds and the execution of the related documents was authorized by the Agency pursuant to Resolution No. S.A. 01-2020 adopted by the governing board of the Agency on September 15, 2020 (the "Resolution"), and by the Los Angeles County Fourth Supervisorial District Consolidated Oversight Board (the "Oversight Board"), pursuant to Resolution No. OB-03-2020 adopted on October 20, 2020 (the "Oversight Board Action").

Written notice of the Oversight Board Action was provided to the State Department of Finance (the "DOF") and the DOF requested a review within five business days of such written notice. On December 17, 2020, which is within the time period allotted under the Dissolution Act for the DOF to review the Oversight Board's approving resolution, the DOF provided a letter to the Agency stating that based on the DOF's review and application of the Redevelopment Law, the Oversight Board Action approving the 2021 Bonds is approved by the DOF. A copy of the DOF's letter is set forth in Appendix F.

Description of the 2021 Bonds

The 2021 Bonds will be issued in fully-registered form in integral multiples of \$5,000 for each maturity, initially in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), as registered owner of all 2021 Bonds. See the caption "—Book-Entry System." The 2021 Bonds will be dated their date of delivery and mature on August 1 in the years and in the amounts shown on the inside front cover page of this Official Statement. Interest on the 2021 Bonds will be calculated at the rates shown on the inside cover page of this Official Statement, payable semiannually on February 1 and August 1 in each year, commencing on August 1, 2021 (each, an "Interest Payment Date").

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

Interest on the 2021 Bonds will be paid by check of the Trustee mailed by first class mail, postage prepaid, on each Interest Payment Date to the Owners of the 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 2021 Bonds are in book-entry form pursuant to Indenture; or (ii) at the written request of the Owner of 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 2021 Bonds will 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 specified in such written request (any such written request to remain in effect until rescinded in writing by the Owner), as applicable. The principal of and premium (if any) on the 2021 Bonds will 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.

Book-Entry System

DTC will act as securities depository for the 2021 Bonds. The 2021 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the 2021 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC. See Appendix D for further information with respect to DTC and its book-entry system.

Redemption

Optional Redemption of 2021 Bonds. The 2021 Bonds maturing on and after August 1, 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, 20__, 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 is required to give the Trustee written notice of its intention to redeem 2021 Bonds as described above, and the manner of selecting such 2021 Bonds for redemption from among the maturities thereof, at least 45 days prior to the date fixed for such redemption, unless the Trustee otherwise agrees to a shorter period for such notice.

Notice of Redemption. The Trustee on behalf and at the expense of the Agency will mail (by first class mail, postage prepaid) notice of any redemption at least 30 but not more than 60 days prior to the redemption date, to (i) the Owners of any 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 will not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein will affect the validity of the proceedings for the redemption of such 2021 Bonds or the cessation of the accrual of interest thereon. Such notice will state the redemption date and the redemption price, will designate the CUSIP number of the 2021 Bonds to be redeemed, will state the individual number of each 2021 Bond to be redeemed or state that all 2021 Bonds between two stated numbers (both inclusive) or state that all of the 2021 Bonds Outstanding of one or more maturities are to be redeemed, and require that such 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 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 2021 Bonds, the notice of redemption may state that the redemption is conditioned upon receipt by the Trustee of sufficient moneys to redeem the 2021 Bonds on the anticipated redemption date, and that the optional redemption will not occur if, by no later than the scheduled redemption date, sufficient moneys to redeem the 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 2021 Bonds to be optionally redeemed, such event will not constitute an Event of Default; the Trustee will send written notice to the Owners to the effect that the redemption did not occur as anticipated, and the 2021 Bonds for which notice of optional redemption was given will remain Outstanding for all purposes of the Indenture.

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

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 2021 Bonds so called for redemption have been duly deposited with the Trustee, such 2021 Bonds so called will cease to be entitled to any benefit under the Indenture other than the right to receive payment of the redemption price and accrued interest to the

redemption date, and no interest will accrue thereon from and after the redemption date specified in such notice.

Manner of Redemption. Whenever provision is made in the Indenture for the redemption of less than all of the 2021 Bonds, the Trustee will select 2021 Bonds for redemption in such order of maturity as designated by the Agency in its discretion, and the Trustee will select the 2021 Bonds within a maturity to be redeemed by lot in any manner which the Trustee in its sole discretion deems 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 will select the 2021 Bonds to be redeemed pro rata among maturities.

Annual Debt Service

The table below sets forth annual debt service on the 2015 Bonds and the 2021 Bonds, assuming no optional redemptions are made with respect to the 2015 Bonds or the 2021 Bonds.

<i>Year Ended (August 1)</i>	<i>2015 Bonds Debt Service</i>	<i>2021 Bonds Principal</i>	<i>2021 Bonds Interest</i>	<i>Total 2021 Bonds Debt Service</i>	<i>Total</i>
2021	\$ 10,503,300.40				
2022	11,157,997.50				
2023	14,021,225.00				
2024	18,622,932.50				
2025	9,647,532.50				
2026	9,656,332.50				
2027	9,665,167.50				
2028	9,691,945.00				
2029	9,710,300.00				
2030	9,730,800.00				
2031	9,754,050.00				
2032	8,659,050.00				
2033	8,650,800.00				
2034	8,651,800.00				
2035	8,655,800.00				
2036	4,501,800.00				
2037	4,503,800.00				
2038	4,504,800.00				
2039	4,499,600.00				
2040	<u>4,503,200.00</u>				
Total:	\$ 179,292,233.90				

Source: The Underwriters.

SECURITY FOR THE 2021 BONDS

General

The Dissolution Act requires the County Auditor-Controller to determine the amount of property taxes that would have been allocated to the Former Agency (pursuant to subdivision (b) of Section 16 of Article XVI of the State Constitution) had the Former Agency not been dissolved pursuant to the operation of AB X1 26, using current assessed values on the last equalized roll on August 20, and to deposit such amount in the Redevelopment Property Tax Trust Fund for the Agency established and held by the County Auditor-Controller pursuant to the Dissolution Act. Section 34177.5(g) of the Dissolution Act provides that any bonds authorized thereunder to be issued by the Agency will be considered indebtedness incurred by the dissolved Former Agency, with the same legal effect as if the bonds had been issued prior to effective date of AB X1 26, in full conformity with the applicable provision of the Redevelopment Law that existed prior to that

date, will be included in the Agency's Recognized Obligation Payment Schedule and will be secured by a pledge of, and lien on, and will be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund established pursuant to the Dissolution Act. Property tax revenues pledged to any bonds authorized to be issued by the Agency under the Dissolution Act, including the 2021 Bonds, are taxes allocated to the Agency pursuant to subdivision (b) of Section 33670 of the Redevelopment Law and Section 16 of Article XVI of the State Constitution. See the caption "—Recognized Obligation Payment Schedule."

Pursuant to Section 33670(b) of the Redevelopment Law and Section 16 of Article XVI of the State Constitution, and as provided in the redevelopment plans for the Project Areas, taxes levied upon taxable property in the Project Areas each year by or for the benefit of the State, any city, county, district, or other public corporation (herein sometimes collectively called "taxing agencies") after the effective date of the ordinance approving the applicable redevelopment plan, or the respective effective dates of ordinances approving amendments to the redevelopment plan that added territory to the applicable Project Area, as applicable, are to be divided as follows:

(a) To Taxing Agencies: That portion of the taxes which would be produced by the rate upon which the tax is levied each year by or for each of the taxing agencies upon the total sum of the assessed value of the taxable property in the applicable Project Area as shown upon the assessment roll used in connection with the taxation of such property by such taxing agency last equalized prior to the effective date of the ordinance adopting the applicable redevelopment plan, or the respective effective dates of ordinances approving amendments thereto that added territory to the applicable Project Area, as applicable (each, a "base year valuation"), will be allocated to, and when collected will be paid into, the funds of the respective taxing agencies as taxes by or for the taxing agencies on all other property are paid; and

(b) To the Former Agency/Agency: Except for that portion of the taxes in excess of the amount identified in (a) above which are attributable to a tax rate levied by a taxing agency for the purpose of producing revenues in an amount sufficient to make annual repayments of the principal of, and the interest on, any bonded indebtedness approved by the voters of the taxing agency on or after January 1, 1989 for the acquisition or improvement of real property, which portion shall be allocated to, and when collected shall be paid into, the fund of that taxing agency (as discussed under the caption "PROPERTY TAXATION IN CALIFORNIA—Article XIII A of the State Constitution"), that portion of the levied taxes each year in excess of such amount, annually allocated within the redevelopment plan limit, when collected will be paid into a special fund of the Former Agency. Section 34172(a) of the Dissolution Act provides that, for purposes of Section 16 of Article XVI of the State Constitution, the Redevelopment Property Tax Trust Fund will be deemed to be a special fund of the Agency to pay the debt service on indebtedness incurred by the Former Agency or the Agency to finance or refinance the redevelopment projects of the Former Agency.

That portion of the levied taxes described in paragraph (b) above, less amounts deducted pursuant to Section 34183(a) of the Dissolution Act for permitted administrative costs of the County Auditor-Controller (as discussed under the caption "PROPERTY TAX COLLECTION IN CALIFORNIA—Property Tax Collection Procedures—*Property Tax Administrative Costs*"), constitutes the amount required under the Dissolution Act to be deposited by the County Auditor-Controller into the Redevelopment Property Tax Trust Fund. In addition, Section 34183 of the Dissolution Act effectively eliminates the January 1, 1989 date referred to in paragraph (b) above.

Subject to the prior payment of the Senior Bonds (as described under the caption "INTRODUCTORY STATEMENT—Senior Obligations") and the other Senior Obligations, the 2021 Bonds are payable from and secured by deposits into the Redevelopment Property Tax Trust Fund to be derived from the Project Areas on a parity with the 2015 Bonds and any Additional Bonds. See the caption "—Pledge of Tax Revenues; Tax Increment Fund."

The Agency has no power to levy and collect taxes and must look specifically to the allocation of taxes described above. Various factors beyond the Agency's control could affect the amount of Tax Revenues available to pay the principal of and interest on the 2021 Bonds. See the captions "—Tax Increment Financing," "—Recognized Obligation Payment Schedule," "PROPERTY TAXATION IN CALIFORNIA" and "RISK FACTORS."

The 2021 Bonds are not a debt of the City, the State, or any of its political subdivisions (other than the Agency), and neither said City, said State, nor any of its political subdivisions (other than the Agency) is liable thereon, nor in any event will the 2021 Bonds be payable out of any funds or properties other than those of the Agency specifically pledged therefor under the Indenture. The 2021 Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

Pledge of Tax Revenues; Tax Increment Fund

Subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture, all of the Tax Revenues and all amounts on deposit from time to time in the funds and accounts established under the Indenture (other than the Expense Account and the Rebate Fund) are pledged to the payment of the principal of and interest on the outstanding Bonds (including the 2015 Bonds and the 2021 Bonds) as provided under the Indenture on a basis subordinate to the Senior Bonds. The Agency will irrevocably grant to the Trustee for the benefit of the Owners of the Outstanding Bonds a first charge and lien on, and a security interest in, and will pledge and assign, the Tax Revenues, whether held by the Agency, the County Auditor-Controller, the County Treasurer and Tax Collector or the Trustee, and all amounts in the funds and accounts established under the Indenture (other than the Expense Account and the Rebate Fund), including the "Successor Agency to the Redevelopment Agency of the City of Long Beach Tax Increment Fund" (hereinafter called the "Tax Increment Fund"), which has been created by the Agency and continued under the Indenture. The Agency will covenant and agree to maintain the Tax Increment Fund with the Trustee so long as any Bonds are Outstanding under the Indenture.

Pursuant to the Redevelopment Laws of the State, including California Health and Safety Code Sections 34183 and 34170.5(b), the County Auditor-Controller is obligated to deposit the Tax Revenues into the RPTTF. The Agency has agreed under the Indenture to take all steps to ensure that the County Auditor-Controller (1) deposits the Tax Revenues into the RPTTF, (2) allocates funds for the principal and interest payments due on the Senior Bonds, Outstanding Bonds and any deficiency in the Reserve Account and the reserve accounts under the indentures for the Senior Bonds pursuant to each valid Recognized Obligation Payment Schedule in accordance with the Dissolution Act and as provided in the Indenture, and (3) makes the transfers to the Trustee under the Indenture.

The Agency will take all actions required under the Dissolution Act to include on its Recognized Obligation Payment Schedule the amounts described below to be transmitted to the Trustee for the applicable six-month period in order to satisfy the requirements of the Indenture, including any amounts required to pay principal and interest payments due on the Senior Bonds, Outstanding Bonds, any Compliance Costs, any deficiency in the Reserve Account of the Tax Increment Fund to the full amount of the Reserve Account Requirement and any deficiency in the reserve accounts under the indentures for the Senior Bonds. The Agency will submit the Recognized Obligation Payment Schedule to the Oversight Board for review and approval pursuant to the Dissolution Act and the Oversight Board-approved Recognized Obligation Payment Schedule will be submitted to the County Auditor-Controller and the DOF in accordance with the Redevelopment Law and shall submit a copy of the Recognized Obligation Payment Schedule to DOF in the manner provided for by DOF), as applicable.

Expected Compliance Costs, if any, will be included in each ROPS, based upon information compiled by the Agency and the Authority and provided to the Agency on or before the fifth Business Day of each August. On or before the fifth Business Day of each August, the Trustee will report to the Agency its expected

Compliance Costs for the next succeeding calendar year to be included on the Agency's Recognized Obligation Payment Schedule.

The amount due to the Trustee from the County Auditor-Controller for deposit in the Tax Increment Fund on January 2 of the then current calendar year from Tax Revenues required to be deposited into the Tax Increment Fund shall equal 100% of the deposits required pursuant to the Indenture and shall include any amounts required to pay Annual Debt Service due on the Outstanding Bonds, plus the amount of any deficiency in the Reserve Account, less the amounts, if any, on deposit in the Tax Increment Fund as of the date of submission for the Recognized Obligation Payment Schedule pursuant to the Indenture that are in excess of the amounts required to be applied to payment of principal of or interest or sinking account payments on the Outstanding Bonds in the then current calendar year. The amount due to the Trustee from the County Auditor-Controller for deposit in the Tax Increment Fund on June 1 of the then current calendar year from Tax Revenues required to be deposited into the Tax Increment Fund shall equal the deposits required pursuant to the Indenture and shall include any amounts required to pay principal and interest payments due on the Outstanding Bonds, plus the amount of any deficiency in the Reserve Account, less the amounts, if any, on deposit in the Tax Increment Fund as of the date of submission for the ROPS pursuant to the Indenture that are in excess of the amounts required to be applied to payment of principal of or interest or sinking account payments on the Outstanding Bonds in the then current calendar year.

Tax Revenues received by the Agency (1) during the period commencing on June 2 of the prior calendar year and ending January 2 of the then current calendar year in excess of the amount required, as provided in the Indenture, to be deposited in the Tax Increment Fund on January 2, and (2) during the period commencing on January 3 of the then current calendar year and ending June 1 of such calendar year in excess of the amount required, as provided in the Indenture, to be deposited in the Tax Increment Fund on June 1, shall, immediately following the deposit with the Trustee of the amounts required to be so deposited as provided in the Indenture on each such date, be released from the pledge, security interest and lien under the Indenture for the security of the Outstanding Bonds, and may be applied by the Agency for any lawful purpose of the Agency, including but not limited to the payment of subordinate debt, or the payment of any amounts due and owing to the United States of America pursuant to the federal rebate provisions of the Indenture. Prior to the payment in full of the principal of and interest and redemption premium (if any) on the Outstanding Bonds and the payment in full of all other amounts payable under the Indenture and under any Supplemental Indentures, the Agency shall not have any beneficial right or interest in the moneys on deposit in the Tax Increment Fund, except as may be provided in the Indenture and in any Supplemental Indenture.

The Agency covenants and agrees in the Indenture that, subject to the prior application and lien in favor of the Senior Bonds, all Tax Revenues, when and as received in accordance with the Indenture, will be received by the Agency in trust under the Indenture and shall be deemed to be held by the Agency as agent for the Trustee and will, not later than 5 Business Days following such receipt, be deposited by the Agency with the Trustee in the Tax Increment Fund and will be accounted for through and held in trust in the Tax Increment Fund, and the Agency shall have no beneficial right or interest in any of such money, except only as provided in the Indenture; provided that the Agency shall not be obligated to deposit in the Tax Increment Fund in any calendar year an amount which exceeds the amounts required to be transferred to the Trustee for deposit in the Tax Increment Fund pursuant to the Indenture. All such Tax Revenues, whether received by the Agency in trust or deposited with the Trustee, all as provided in the Indenture, shall nevertheless be disbursed, allocated and applied solely to the uses and purposes set forth in the Indenture, and shall be accounted for separately and apart from all other money, funds, accounts or other resources of the Agency.

In order to assure that funds required to be deposited with the Trustee pursuant to the Indenture are so deposited in a timely fashion, and to further secure the Bonds, the Agency has irrevocably authorized and directed the County Treasurer and Tax Collector and the County Auditor-Controller to transfer any Agency funds then held in, or later received by the County Treasurer and Tax Collector and the County Auditor-Controller for deposit in, the RPTTF, to the Trustee for deposit into the Tax Increment Fund in the amounts provided for in the Indenture.

Prior to enactment of the Dissolution Act, the Redevelopment Law authorized redevelopment agencies to make payments to school districts and other taxing agencies to alleviate any financial burden or detriments to such taxing agencies caused by a redevelopment project. The Former Agency entered into two agreements for this purpose (the "Pass-Through Agreements") relating to the Los Altos Project. Additionally, Sections 33607.5 and 33607.7 of the Redevelopment Law required mandatory tax sharing applicable to redevelopment projects adopted after January 1, 1994, or amended thereafter in certain manners specified in such statutes (the "Statutory Pass-Through Amounts"). Further, certain education agencies receive payments from the RPTTF generated from the Project Areas pursuant to Section 33676 of the Redevelopment Law.

The Dissolution Act provides for a procedure by which the Agency may make Statutory Pass-Through Amounts subordinate to the 2021 Bonds; however, the Agency does not intend to undertake such procedure. Thus, such Statutory Pass-Through Amounts are senior to the 2021 Bonds. The Agency's obligations under the Pass-Through Agreements are subordinate to the 2021 Bonds by the express terms of the Pass-Through Agreements; however estimated payments under the Pass-Through Agreements are deducted from the projections of Tax Revenues set forth in this Official Statement and the Fiscal Consultant's Report attached to this Official Statement as Appendix A to reflect the cash flow provisions set forth in Health and Safety Code Section 34183(a)(1). See Tables 8 and 9 and the Fiscal Consultant's Report attached hereto as Appendix A.

For more information regarding Recognized Obligation Payment Schedules, the Pass-Through Agreement, the Statutory Pass-Through Amounts and the Section 33676 Elections, see the captions "— Recognized Obligation Payment Schedule," and "— Pass-Through Agreements," "— Statutory Pass-Through Amounts" and "— Section 33676 Election" herein.

Reserve Account

[TO BE UPDATED ONCE RESERVE MECHANICS ARE KNOWN]

There will be established pursuant to the Indenture a separate reserve account known as the "Reserve Account" to be held in trust by the Trustee with respect to the 2021 Bonds. The Agency is required to maintain moneys in the Reserve Account in an amount equal to the least of (a) 10% of the original aggregate principal amount of the Bonds (excluding Bonds refunded with the proceeds of subsequently issued Bonds), (b) Maximum Annual Debt Service, and (c) 125% of Average Annual Debt Service (the "Reserve Account Requirement"). Under the Indenture, "Annual Debt Service" means for each Bond Year, the sum of (a) the interest due on the Outstanding Bonds and any Additional Bonds in such Bond Year, assuming that the Outstanding Bonds are retired as scheduled (including by reason of mandatory sinking fund redemptions), and (b) the scheduled principal amount of the Outstanding Bonds due in such Bond Year (including any mandatory sinking fund redemptions due in such Bond Year). Under the Indenture, "Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year, including the Bond Year the calculation is made. Under the Indenture, "Average Annual Debt Service" means the average of the Annual Debt Service for all Bond Years, including the Bond Year in which the calculation is made.

[Upon issuance of the 2021 Bonds, the Agency will cause the 2021 Reserve Policy to be deposited in the Reserve Account in an amount equal to the increase in the Reserve Account Requirement by reason of the issuance of the 2021 Bonds.]

In the event that the amount on deposit in the Reserve Account at any time becomes less than the Reserve Requirement, the Trustee upon receipt of actual knowledge will promptly notify the Agency of such fact. As soon as possible following receipt of any such notice, subject only to the limitations of filing its Recognized Obligation Payment Schedule in accordance with the Indenture, the Agency will transfer to the Trustee an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account. If there will then not be sufficient Tax Revenues to transfer an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account, the Agency will be obligated to continue making transfers as Tax Revenues become available in the Tax Increment Fund (such transfers to be applied pro rata among accounts in the

Reserve Account) until there is an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account. No deposit need be made in the Reserve Account so long as there will be on deposit therein a sum equal to the Reserve Account Requirement.

Establishment and Maintenance of Accounts for Use of Moneys in the Tax Increment Fund

Subject to the prior application and lien in favor of the Senior Bonds, all Tax Revenues in the Tax Increment Fund will be set aside by the Trustee in each Bond Year when and as received in the following respective special accounts within the Tax Increment Fund (each of which will be created and each of which the Agency will covenant to cause to be maintained with the Trustee so long as the Bonds will be Outstanding under the Indenture), in the following order of priority (except as otherwise provided under the caption “—*Principal Account*” below):

- (1) Interest Account;
- (2) Principal Account;
- (3) Term Bonds Sinking Account;
- (4) Reserve Account; and
- (5) Expense Account.

All moneys in each of such accounts will be held in trust by the Trustee and will be applied, used and withdrawn only for the purposes authorized under in the Indenture.

Interest Account. The Trustee will set aside from the Tax Increment Fund and deposit in the Interest Account an amount of money which, together with any money contained therein, is equal to the aggregate amount of the interest becoming due and payable on all Outstanding Bonds on the Interest Payment Dates in such Bond Year. No deposit need be made into the Interest Account if the amount contained therein is at least equal to the aggregate amount of the interest becoming due and payable on all Outstanding Bonds on the Interest Payment Dates in such Bond Year. All moneys in the Interest Account will be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds as it will become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity).

Principal Account. The Trustee will set aside from the Tax Increment Fund and deposit in the Principal Account an amount of money which, together with any money contained therein, is equal to the aggregate amount of principal becoming due and payable on all Outstanding Serial Bonds (defined in the Indenture) on the Principal Payment Date in such Bond Year. No deposit need be made into the Principal Account if the amount contained therein is at least equal to the aggregate amount of principal of all Outstanding Serial Bonds becoming due and payable on the Principal Payment Date in such Bond Year. All money in the Principal Account will be used and withdrawn by the Trustee solely for the purpose of paying principal of the Serial Bonds as they will become due and payable.

In the event that there will be insufficient money in the Tax Increment Fund to pay in full all such principal and Sinking Account Installments due in such Bond Year, then the money available in the Tax Increment Fund will be applied pro rata to the payment of such principal and Sinking Account Installments in the proportion which all such principal and Sinking Account Installments bear to each other.

Term Bonds Sinking Account. The Trustee will deposit in the Term Bonds Sinking Account an amount of money which, together with any money contained therein, is equal to the Sinking Account Installments payable on the Sinking Account Payment Date in such Bond Year. No deposit need be made in the Term Bonds Sinking Account if the amount contained therein is at least equal to the aggregate amount of all Sinking Account Installments required to be made on the Sinking Account Payment Date in such Bond Year. All moneys in the Term Bonds Sinking Account will be used and withdrawn by the Trustee solely for the purpose of purchasing or redeeming the Term Bonds in accordance with the Indenture.

Reserve Account. The Trustee will set aside from the Tax Increment Fund and deposit in the Reserve Account such amount as may be necessary to maintain on deposit therein an amount equal to the Reserve Account Requirement. No deposit need be made into the Reserve Account so long as there will be on deposit therein an amount equal to the Reserve Account Requirement. All money in or credited to the Reserve Account will be used and withdrawn by the Trustee solely for the purpose of replenishing the Interest Account, the Principal Account or the Term Bonds Sinking Account in such order, in the event of any deficiency in any of such accounts occurring on any Interest Payment Date, Principal Payment Date or Sinking Account Payment Date, or for the purpose of paying the interest on or the principal of the Bonds in the event that no other money of the Agency is lawfully available therefor, or for the retirement of all Bonds then Outstanding, except that for so long as the Agency is not in default under the Indenture, any amount in the Reserve Account in excess of the Reserve Account Requirement will be transferred to the Tax Increment Fund. On any date on which Bonds are defeased in accordance with the Indenture, the Trustee will, if so directed in a Written Request of the Agency, transfer any moneys in the Reserve Account in excess of the Reserve Requirement resulting from such defeasance to the entity or fund so specified in such Written Request of the Agency, to be applied to such defeasance. If at any time the Trustee fails to pay principal or interest due on any scheduled payment date for the Bonds and any Additional Bonds or withdraws funds from the Reserve Account to pay principal and interest on the Bonds and any Additional Bonds, the Trustee will notify the Authority and the Agency in writing of such failure or withdrawal, as applicable.

[Amounts drawn under the 2021 Reserve Policy will be available only for the payment of scheduled principal and interest on the 2021 Bonds, when due.]

The Trustee will ascertain the necessity for a claim upon the 2021 Reserve Policy in accordance with the provisions of the Indenture and to provide notice to the 2021 Insurer in accordance with the terms of the 2021 Reserve Policy at least five Business Days prior to each date upon which interest or principal, respectively, is due on the 2021 Bonds. Where deposits are required to be made by the Agency with the Trustee to the debt service fund for the 2021 Bonds, more often than semi-annually, the Trustee will be instructed to give notice to the 2021 Insurer of any failure of the Agency to make timely payment in full of such deposits within two Business Days of the date due.]

[TO BE UPDATED ONCE RESERVE MECHANICS ARE KNOWN]

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

Investment of Moneys in Funds and Accounts

Moneys in the Tax Increment Fund and the Interest Account, the Principal Account, the Term Bonds Sinking Account and the Expense Account thereunder, upon the Written Request of the Authority (for so long as the Authority Trustee will be owner of Bonds) on behalf of the Agency, will be invested by the Trustee in Permitted Investments. Moneys in the Interest Account representing accrued interest paid to the Agency upon the initial sale and delivery of any Bonds and in the Reserve Account, upon the Written Request of the Authority, will be invested by the Trustee in Permitted Investments. Permitted Investments purchased with amounts on deposit in the Reserve Account will have an average aggregate weighted term to maturity of not greater than 5 years; provided, however, that if such investments may be redeemed at par so as to be available on each Interest Payment Date, any amount in the Reserve Account may be invested in such redeemable Permitted Investments maturing on any date on or prior to the final maturity date of the Bonds. The obligations in which moneys in the Tax Increment Fund and the Interest Account, the Principal Account, the

Term Bonds Sinking Account and the Expense Account thereunder are so invested will mature prior to the date on which such moneys are estimated to be required to be paid out under the Indenture. Any interest, income or profits from the deposits or investments of all other funds and accounts held by the Trustee (other than the Expense Account and the Rebate Fund) will be deposited in the Tax Increment Fund. For purposes of determining the amount on deposit in any fund or account held by the Trustee under the Indenture, all Permitted Investments credited to such fund or account will be valued at the lower of cost or the market price thereof (excluding accrued interest and brokerage commissions, if any); provided that Permitted Investments credited to the Reserve Account will be valued at market value (exclusive of accrued interest and brokerage commissions, if any), and any deficiency in the Reserve Account or amount owing on the 2021 Reserve Policy resulting from a decline in market value will be restored to the Reserve Account Requirement no later than the next Bond Year. Amounts in the funds and accounts held by the Trustee under the Indenture will be valued at least annually on the first day of August, after any principal payment then due on the Bonds has been made.

Covenants of the Agency With Respect To Tax Revenues

In accordance with the Indenture, the Agency will comply with all requirements of the Redevelopment Law to ensure the allocation and payment to it of the Tax Revenues, including without limitation the timely filing of any necessary ROPS.

The Agency has further covenanted under the Indenture to comply with the requirements of the Dissolution Act. Without limiting the generality of the foregoing, the Agency covenants and agrees to file all required statements and seek all necessary successor agency or oversight board approvals required under the Dissolution Act to assure compliance by the Agency with its covenants under the Indenture. Further, the Agency will take all actions required under the Dissolution Act to include on its ROPS for each six-month period (or twelve-month period if then applicable under the Dissolution Law) all payments expected to be made to the Trustee in order to satisfy the requirements of the Indenture, plus any amounts required to pay principal and interest payments due on the Senior Bonds, Outstanding Bonds, any deficiency in the Reserve Account to the full amount of the Reserve Account Requirement, any deficiency in the reserve accounts under the indentures for the Senior Bonds, any Compliance Costs, and any required debt service, reserve set-asides, and any other payments required under the Indenture or similar documents pursuant to Section 34171(d)(1)(A) of the California Health and Safety Code, so as to enable the County Auditor-Controller to distribute from the RPTTF amounts to the Trustee for deposit in the Tax Increment Fund on each January 2 and June 1 (or in full on such single deposit date as may be established under the Dissolution Law) amounts required for the Agency to pay the principal of, premium, if any, and the interest on the Outstanding Bonds coming due in the respective six-month period (or twelve-month period if then applicable under the Dissolution Law). These actions will include, without limitation, placing on the periodic ROPS for approval by the Oversight Board and the DOF, to the extent necessary, the amounts to be held by the Agency as a reserve until the next six-month period (or twelve-month period if then applicable under the Dissolution Law), as contemplated by paragraph (1)(A) of subdivision (d) of Section 34171 of the Dissolution Act, that are necessary to provide for the payment of principal of, premium, if any, and the interest under the Indenture when the next property tax allocation is projected to be insufficient to pay all obligations due under the Indenture for the next payment due in the following six-month period (or twelve-month period if then applicable under the Dissolution Law).

Limited Obligations

The Agency will not be required to advance any money derived from any source of income other than the Tax Revenues for the payment of the principal of, and the interest on the Bonds. The Bonds are special obligations of the Agency and are payable, as to interest thereon and principal thereof, exclusively from the Tax Revenues, and the Agency is not obligated to pay them except from the Tax Revenues. All of the Bonds are equally secured by a pledge of, and charge and lien upon, all of the Tax Revenues, and the Tax Revenues constitute a trust fund for the security and payment of the principal of, and the interest on the Bonds, to the extent set forth in the Indenture. The Bonds are not a debt of the City, the County, the State of California or any other political subdivision of the State, and neither said City, said State, said County nor any of the State's

other political subdivisions (other than the Agency) is liable therefor, nor in any event will the Bonds be payable out of any funds or properties other than those of the Agency pledged therefor as provided in the Indenture. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory limitation or restriction, and neither the members of the governing board of the Agency nor any persons executing the Bonds are liable personally on the Bonds by reason of their issuance.

Tax Revenues

Under State law, the rate of *ad valorem* property taxes which may be levied with respect to property within a project area is generally limited to 1% of the “full cash” assessed value. In this Official statement such taxes are referred to as the “general levy” and are allocated to the State, the County, the City and all other taxing entities having jurisdiction over all or a portion of the Project Areas. The assessed values of property within the Project Areas, as last equalized prior to adoption of the Redevelopment Plan, become the “base year” assessed values.

As discussed above, the Agency has no power to levy and collect taxes, and any provision of law limiting property taxes or allocating additional sources of income to taxing agencies and having the effect of reducing the property tax rate must necessarily reduce the amount of gross tax increment revenues and, accordingly, Tax Revenues that would otherwise be available to pay debt service on the 2021 Bonds. Likewise, broadened property tax exemptions could have a similar effect. Additionally, gross tax increment revenues and, accordingly, Tax Revenues will be reduced each year by a collection fee charged by the County. See the captions “RISK FACTORS” and “PROPERTY TAXATION IN CALIFORNIA.”

Conversely, any increase in the present tax rate or assessed valuation, or any reduction or elimination of present property tax exemptions, would increase the Tax Revenues available to pay debt service on the 2021 Bonds. See the caption “PROPERTY TAXATION IN CALIFORNIA” for a discussion of the Constitutional constraints of increasing tax rates and assessed valuation.

As described below under “— Pass-Through Agreements,” “Statutory Pass-Through Amounts” and “Section 33676 Election,” a portion of the former tax increment revenues are paid by the County Auditor-Controller to other Taxing Agencies under Pass-Through Agreements and as Statutory Pass-Through Amounts and 33676 Amounts. As described below, Statutory Pass-Through Amounts are paid to taxing agencies under the Pass-Through Agreements prior to payments on the Bonds unless (i) insufficient amounts will be available to pay all Bond debt service and Pass-Through Obligations and (ii) the Agency undertakes certain actions required by the Dissolution Act.

Pass-Through Agreements

Prior to 1994, under the Redevelopment Law, a redevelopment agency could enter into an agreement to pay former tax increment revenues to any affected taxing agency that has territory located within a redevelopment project in an amount which in the redevelopment agency’s determination is appropriate to alleviate any financial burden or detriment caused by the redevelopment project. These Pass-Through Agreements normally provided for payment or pass-through of tax increment revenue directed to the affected taxing agency, and, therefore, are commonly referred to as pass-through agreements or tax sharing agreements.

The Former Agency entered into Pass Through Agreements with the County, the Los Angeles County Flood Control District (“County Flood”) and the County Office of Education (“COE”), providing for the allocation of former tax increment revenues generated by the Los Altos Project in the following amounts: 49.44% to the County and County Flood and 0.4% to COE. The Pass-Through Agreements are expressly subordinate to the 2021 Bonds by their terms; however, pursuant to Section 34183(a)(1) and (b) of the Dissolution Act, payments due under the Pass-Through Agreements are distributed by the County Auditor-Controller unless the Agency takes certain affirmative actions specified in Health and Safety Code Section 34183(b). The Agency cannot guarantee that the process prescribed by the Dissolution Act will

effectively result in adequate Tax Revenues for the payment of principal and accreted value (if any) of and interest on the 2021 Bonds when due. Accordingly, estimated payments under the Pass-Through Agreements are deducted from the projections of Tax Revenues set forth in this Official Statement and the Fiscal Consultant's Report attached to this Official Statement as Appendix A to reflect the cash flow provisions set forth in Health and Safety Code Section 34183(a)(1). See Tables 8 and 9 and the Fiscal Consultant's report attached hereto as Appendix A.

The Pass-Through Agreements provide that, to the extent that the Former Agency incurred indebtedness related to the financing of a project authorized under the Los Altos Plan, the County allocations would be deferred for 25 years after such incurrence of indebtedness. After the 25-year period passes, the County and County Flood would begin to receive their respective share of increment and the Former Agency was to establish a schedule for the repayment of the deferral (with accrued simple interest) to the County. In a letter dated September 4, 2020 from the County Auditor-Controller, the County has stated it intends to commence deferral repayment with the RPTTF allocations on January 4, 2021 and June 1, 2021. The County and County Flood's outstanding deferral balance is currently \$5,778,673 and the COE outstanding deferral balance is \$68,908. The Tax Revenue projections in this Official Statement and the Fiscal Consultant's report attached to this Official Statement as Appendix A incorporate the annual pass through payments to the respective taxing entities and, commencing in fiscal year 2020-21, the deferral repayments based upon the County Auditor-Controller's approach.

For more information about the Pass-Through Agreements, see the Fiscal Consultant's Report attached to this Official Statement as Appendix A.

Statutory Pass-Through Amounts

Assembly Bill 1290 (Chapter 942, Statutes of 1993) ("AB 1290"), effective January 1, 1994, eliminated the statutory authority for negotiated pass-through agreements and provided a formula for mandatory tax sharing, applicable to projects adopted after January 1, 1994 or amended after that date to add territory or make certain other amendments. These payments, which are to begin the fiscal year following the year a redevelopment plan was adopted (if after January 1, 1994) or the fiscal year following the year that a redevelopment plan's original plan limitations would have taken effect (in the case of pre-1994 redevelopment plans), are calculated using the increase in revenue less the amount of revenue generated by the project area in the year that the redevelopment plan was adopted or the former limit would have been reached, as applicable. Under the Dissolution Act, in particular Section 34183, the County Auditor-Controller is obligated to remit these Statutory Pass-Through Amounts to the affected taxing entities from the Agency's RPTTF for each ROPS period.

As further described herein under "THE REDEVELOPMENT PLANS," the North Plan and the Central Plan were both adopted after January 1, 1994 and are therefore subject to Statutory Pass-Through Amounts. Also, the City adopted ordinances amending the Redevelopment Plans for the West Beach Project, the Poly High Project and the Industrial Project to eliminate the time limit on the incurrence of debt, triggering the requirement to pay the Statutory Pass-Through Amounts from tax increment generated in these Project Areas. These tax sharing payments continue so long as tax increment is available to repay indebtedness in the applicable Project Areas. The Statutory Pass-Through Amounts are determined by specific formulas under the Redevelopment Law; and post-dissolution, these payment obligations of the Agency to affected taxing entities are administered by the County Auditor-Controller under the Dissolution Act.

Generally speaking, under the Redevelopment Law as amended by AB 1290 and as the obligation continues under the Dissolution Act, the Agency is required to pay to the affecting taxing entities percentages of tax increment generated in the Project Areas as the Statutory Pass-Through Amounts, as follows:

1. following the adoption of the redevelopment plan or expiration of the existing time limit to incur debt (as applicable) and thereafter, 25% of tax increment revenues (after deducting moneys required to be deposited into the Housing Fund); plus,

2. for the eleventh year following the triggering event and thereafter, 21% of revenues in excess of tenth year revenue; plus,

3. for the thirty-first year following the triggering event and thereafter, 14% of revenues in excess of thirtieth year revenues.

The payments of the Statutory Pass-Through Amounts to the affected taxing entities are allocated among each affected taxing entity in proportion to the share of property taxes each affected taxing entity received in the year funds are allocated. As required by the Dissolution Act, amounts specified as payable to affected taxing entities are computed after deducting the amounts previously required to be deposited into the Housing Fund prior to the dissolution of the Former Agency. For more information about the Statutory Pass-Through Amounts, see the Fiscal Consultant's Report attached to this Official Statement as Appendix A.

The Agency has not undertaken the required procedure to subordinate the Statutory Pass-Through Amounts and thus, such Statutory Pass-Through Amounts are senior to the payment of debt service on the Bonds.

Section 33676 Election

Prior to the enactment of AB 1290, redevelopment project areas adopted between January 1, 1985 and January 1, 1994 were subject to payments to schools and to other affected taxing agencies that elected to receive tax revenue payments set forth under Section 33676 of the Redevelopment Law ("33676 Amounts"). The annual payments represent that portion of property taxes that are, or otherwise would be, calculated annually pursuant to subdivision (f) of Section 110.1 of the Revenue and Taxation Code (and referred to as the 2% inflation allocation). The Long Beach Unified School District and Long Beach Community College District are entitled to receive 33676 Amounts from the Los Altos Project Area. As with Statutory Pass-Through Amounts, the County Auditor-Controller administers the payment of 33676 Amounts. The 33676 Amounts are deducted from the tax revenues included in the definition of Tax Revenues under the Indenture. See the caption "THE PROJECT AREAS — Projected Tax Revenues."

Low and Moderate Income Housing Fund

The Redevelopment Plan provided that a portion of all taxes that are allocated to the Agency pursuant to the Redevelopment Law were deposited into a separate Low and Moderate Income Housing Fund (the "Housing Fund") and encumbered and expended by the Former Agency for the purpose of increasing and improving the community's supply of housing available at an affordable housing cost to persons and families of low and moderate income. Pursuant to the Dissolution Act, former tax increment revenues generated in the Project Areas are no longer required to be deposited into the Housing Fund previously established pursuant to Section 33334.3 of the Redevelopment Law. Accordingly, former tax increment revenues generated from the Project Areas previously required to be deposited in the Housing Fund are now available and pledged to the repayment of the 2021 Bonds and any Additional Bonds, except to the extent pledged to and applied to payments under Senior Bonds.

Recognized Obligation Payment Schedule

The Dissolution Act requires successor agencies, on or before February 1 of each year, to prepare and approve, and submit to the successor agency's oversight board and the DOF for approval, a Recognized Obligation Payment Schedule pursuant to which enforceable obligations (as such term is defined in the Dissolution Act) of the successor agency for the following Fiscal Year are listed, together with the source of

funds to be used to pay for each enforceable obligation. As defined in the Dissolution Act, “enforceable obligation” includes bonds, including the required debt service, reserve set-asides and any other payments required under the indenture or similar documents governing the issuance of the outstanding bonds of the former redevelopment agency, as well as other obligations such as loans, judgments or settlements against the former redevelopment agency, any legally binding and enforceable agreement that is not otherwise void as violating the debt limit or public policy, contracts necessary for the administration or operation of the successor agency, and amounts borrowed from the Housing Fund. A reserve may be included on the Recognized Obligation Payment Schedule and held by the successor agency when required by the bond indenture or when the next property tax allocation will be insufficient to pay all obligations due under the provisions of the bonds for the next payment due in the following half of the calendar year.

Under the Dissolution Act, the categories of sources of payments for enforceable obligations listed on a Recognized Obligation Payment Schedule are the following: (i) the Housing Fund; (ii) bond proceeds; (iii) reserve balances; (iv) administrative cost allowance; (v) the Redevelopment Property Tax Trust Fund (but only to the extent that no other funding source is available or when payment from property tax revenues is required by an enforceable obligation or otherwise required under the Dissolution Act); or (vi) other revenue sources (including rents, concessions, asset sale proceeds, interest earnings, and any other revenues derived from the former redevelopment agency, as approved by its oversight board).

The Dissolution Act provides that, commencing on the date that the first Recognized Obligation Payment Schedule is valid, only those payments listed in the Recognized Obligation Payment Schedule may be made by the Agency from the funds specified in the Recognized Obligation Payment Schedule.

The Recognized Obligation Payment Schedule must be submitted by the Agency, after approval by the Oversight Board, to the County Administrative Officer, the County Auditor-Controller, the DOF and the State Controller by February 1 in each year with respect to the Agency’s payment obligations during the next Fiscal Year. If the Agency does not submit an Oversight Board-approved Recognized Obligation Payment Schedule by such deadline, the City will be subject to a civil penalty equal to \$10,000 per day for every day that the schedule is not submitted. Additionally, the Agency’s administrative cost allowance is reduced by 25% if the Agency does not submit an Oversight Board-approved Recognized Obligation Payment Schedule within 10 days of the February 1 deadline. For additional information regarding procedures under the Dissolution Act relating to late Recognized Obligation Payment Schedules and implications thereof on the Bonds, see the caption “RISK FACTORS—Recognized Obligation Payment Schedule.”

The Dissolution Act requires the DOF to make a determination of the enforceable obligations and the amounts and funding sources of the enforceable obligations no later than 45 days after the Recognized Obligation Payment Schedule is submitted. Within five business days of the determination by the DOF, the Agency may request additional review by the DOF and an opportunity to meet and confer on disputed items, if any. The DOF will notify the Agency and the County Auditor-Controller as to the outcome of its review at least 15 days before the January 2 or June 1 date of property tax distribution, as applicable. Additionally, the County Auditor-Controller may review a submitted Recognized Obligation Payment Schedule and object to the inclusion of any items that are not demonstrated to be enforceable obligations and may object to the funding source proposed for any items, provided that the County Auditor-Controller must provide notice of any such objections to the Agency, the Oversight Board and the DOF at least 60 days prior to the January 2 or June 1 date of property tax distribution, as applicable.

See the caption “—Last and Final Recognized Obligation Payment Schedule” for a description of the Last and Final Recognized Obligation Payment Schedule authorized by the Dissolution Act pursuant to SB 107.

In connection with the allocation and distribution by the County Auditor-Controller of property tax revenues deposited in the Redevelopment Property Tax Trust Fund, under the Dissolution Act the County Auditor-Controller must prepare estimates of the amounts of: (i) property tax to be allocated and distributed;

and (ii) the amounts of pass-through payments to be made in the upcoming six-month period, and provide those estimates to the entities receiving the distributions and DOF by no later than October 1 and April 1 of each year, as applicable. If, after receiving such estimate from the County Auditor-Controller, the Agency determines and reports, no later than December 1 or May 1, as applicable, that the total amount available to the Agency from the Redevelopment Property Tax Trust Fund allocation to the Agency's Redevelopment Obligation Retirement Fund, from other funds transferred from the Former Agency and from funds that have or will become available through asset sales and all redevelopment operations, is insufficient to fund the payment of pass-through obligations, Agency enforceable obligations listed on the Recognized Obligation Payment Schedule and the Agency's administrative cost allowance, the County Auditor-Controller must notify the State Controller and the DOF by no later than 10 days from the date of the Agency's notification. If the State Controller concurs that there are insufficient funds to pay required debt service, the Dissolution Act provides for certain adjustments to be made to the estimated distributions, as described in more detail under the caption "—Tax Increment Financing."

The Dissolution Act provides that any bonds authorized to be issued by the Agency will be considered indebtedness incurred by the dissolved Former Agency, with the same legal effect as if such bonds had been issued prior to the effective date of AB X1 26, in full conformity with the applicable provision of the Redevelopment Law that existed prior to such date, will be included in the Agency's Recognized Obligation Payment Schedule and will be secured by a pledge of, and lien on, and will be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund established pursuant to the Dissolution Act. Additionally, if an enforceable obligation provides for an irrevocable commitment of property tax revenue and where allocation of revenues is expected to occur over time, the Dissolution Act provides that a successor agency may petition the DOF to provide written confirmation that its determination of such enforceable obligation as approved in a Recognized Obligation Payment Schedule is final and conclusive, and reflects the DOF's approval of subsequent payments made pursuant to the enforceable obligation. If the confirmation is granted by the DOF, then the DOF's review of such payments in each future Recognized Obligation Payment Schedule will be limited to confirming that the payments are required by the prior enforceable obligation.

As described under the caption "—Covenants of the Agency With Respect to Tax Revenues," the Agency will comply with all requirements of the Redevelopment Law and the Dissolution Act to ensure the allocation and payment to it of the Tax Revenues, including without limitation the timely filing of any necessary Recognized Obligations.

See the caption "THE PROJECT AREAS—Historical Residual RPTTF Revenues" and the Fiscal Consultant's Report attached hereto as Appendix A for more information regarding past RPTTF distributions to the Agency from the Project Areas.

Last and Final Recognized Obligation Payment Schedule

SB 107 amended the Dissolution Act to permit a successor agency to submit a Last and Final Recognized Obligation Payment Schedule (a "Last and Final ROPS") for approval by the oversight board and DOF if: (i) the successor agency's only remaining debt is administrative costs and payments pursuant to enforceable obligations with defined payment schedules, (ii) all remaining obligations have been previously listed on a Recognized Obligation Payment Schedule and approved by DOF, and (iii) the successor agency is not a party to outstanding or unresolved litigation. The Last and Final ROPS must list the remaining enforceable obligations of the successor agency in the following order: (A) enforceable obligations to be funded from the Redevelopment Property Tax Trust Fund, (B) enforceable obligations to be funded from bond proceeds or other legally or contractually dedicated or restricted funding sources, and (C) loans or deferrals authorized for repayment to the city that created the redevelopment agency or the successor to the former redevelopment agency's housing functions and assets. The Last and Final ROPS must also include the total outstanding obligation and a schedule of remaining payments for each enforceable obligation described in (A) and (B) above, and the total outstanding obligation and an interest rate of 4%, for any loans or deferrals listed pursuant to (C) above. The Last and Final ROPS shall also establish the maximum amount of

Redevelopment Property Tax Trust Funds to be distributed to the successor agency for each remaining fiscal year until all obligations have been fully paid. DOF approval is required for any Last and Final ROPS to become effective. The county auditor-controller shall also review the Last and Final ROPS and provide any objection to the inclusion of any items or amounts to DOF. Successor agencies may only amend an approved Last and Final ROPS twice. Commencing on the effective date of the approved Last and Final ROPS, the successor agency will not prepare or transmit annual Recognized Obligation Payment Schedules. See the caption "RISK FACTORS—Last and Final Recognized Obligation Payment Schedule."

After the Last and Final ROPS is approved by DOF, the county auditor-controller shall continue to allocate moneys in the successor agency's Redevelopment Property Tax Trust Fund pursuant to Section 34183 of the Dissolution Act; however, the county auditor-controller shall allocate such moneys in each fiscal period, after deducting the county auditor-controller's administrative costs, in the following order of priority: (A) pass through payments pursuant to Section 34183(a)(1) of the Dissolution Act, (B) scheduled debt service payments on tax allocation bonds listed and approved in the Last and Final ROPS, (C) scheduled payments on revenue bonds listed and approved in the Last and Final ROPS, but only to the extent the revenues pledged for them are insufficient to make the payments and only if the successor agency's tax increment revenues were also pledged for the repayment of bonds, (D) scheduled payments for debts and obligations listed and approved in the Last and Final ROPS to be paid from the Redevelopment Property Tax Trust Fund, (E) payments listed and approved on the Last and Final ROPS that were authorized but unfunded in prior periods, (F) repayment of loans and deferrals to the city that created the redevelopment agency or the successor to the former redevelopment agency's housing functions and assets that are listed and approved on the Last and Final ROPS, and (G) any moneys remaining in the Redevelopment Property Tax Trust Fund after the payments and transfers described in (A) to (F), above, shall be distributed to taxing entities in accordance with Section 34183(a)(4) of the Dissolution Act.

If the successor agency reports to the county auditor-controller that the total available amounts in the Redevelopment Property Tax Trust Fund will be insufficient to fund the successor agency's current or future fiscal year obligations, and if the county auditor-controller concurs that there are insufficient funds to pay the required obligations, the county auditor-controller may distribute funds pursuant to Section 34183(b) of the Dissolution Act. See the caption "—Tax Increment Financing."

The Agency is not currently eligible to submit a Last and Final ROPS because certain of the Agency's payment obligations are not governed by set payment schedules. The Agency therefore has no current plans to seek approval of a Last and Final ROPS.

Senior Obligations

As described under the caption "INTRODUCTORY STATEMENT—Senior Obligations," payment of the principal of and interest on the 2021 Bonds will be subordinate to the Senior Bonds. The definition of Tax Revenues recognizes the prior lien on the Tax Revenues needed for the payment of principal and interest on the Senior Bonds.

Other ROPS Obligations

The Agency has various significant enforceable obligations that are, or will be, listed on the Agency's ROPS and paid from moneys deposited in the Agency's RPTTF from time to time. The Agency has determined that these obligations (other than the Senior Bonds and the 2015 Bonds) are either subordinate to the 2021 Bonds or not secured by a pledge of Tax Revenues.

Limitation on Additional Indebtedness

Senior Obligations. The Agency may refund outstanding Senior Bonds on a basis senior to or on parity with the Bonds only to the extent such refunding would be permitted by Section 34177.5(a)(1) of the Dissolution Act and the Additional Bonds provisions of the Indenture.

Parity Obligations. The Agency may at any time after the issuance and delivery of the 2021 Bonds issue Additional Bonds payable from the Tax Revenues and secured by a lien and charge upon the Tax Revenues equal to and on a parity with the lien and charge securing the 2015 Bonds and the 2021 Bonds, for the purpose of refunding bonds or other indebtedness of the Agency or the Former Agency (including, without limitation, refunding Bonds outstanding under the Indenture) for savings in accordance with the Dissolution Act, including payment of all costs incidental to or connected with such refunding and funding or providing for the funding of related reserves, but only subject to the certain specific conditions described in the Indenture, which are conditions precedent to the issuance of any such Additional Bonds.

Subordinate Obligations. Nothing contained in the Indenture limits the issuance of any tax increment bonds or other obligations of the Agency secured by a lien and charge on Tax Revenues junior to that of the Bonds.

PROPERTY TAXATION IN CALIFORNIA

Property Tax Collection Procedures

Classification. In the State, property which is subject to *ad valorem* taxes is classified as “secured” or “unsecured.” Secured and unsecured property is entered on separate parts of the assessment roll maintained by county assessors. The secured classification includes property on which any property tax levied by a county becomes a lien on that property. A tax levied on unsecured property does not become a lien against the taxed unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens on the secured property arising pursuant to State law, regardless of the time of the creation of other liens. See the caption “RISK FACTORS—Bankruptcy and Foreclosure” for certain limitations on the priority of secured tax liens under federal law, however.

Generally, *ad valorem* taxes are collected by a county for the benefit of the various taxing agencies (cities, schools and special districts) that share in the *ad valorem* tax (each, a taxing entity) and successor agencies eligible to receive distributions from the respective Redevelopment Property Tax Trust Fund.

Collections. The method of collecting delinquent taxes is substantially different for secured and unsecured property. Counties have four ways of collecting unsecured personal property taxes: (i) initiating a civil action against the taxpayer; (ii) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (iii) filing a certificate of delinquency for record in the county recorder’s office to obtain a lien on certain property of the taxpayer; and (iv) seizing and selling personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing the payment of delinquent taxes with respect to property on the secured roll is the sale of the property securing the taxes for the amount of taxes which are delinquent.

Penalty. A 10% penalty is added to delinquent taxes which have been levied with respect to property on the secured roll. In addition, property on the secured roll on which taxes are delinquent is declared in default by operation of law and declaration of the tax collector on or about June 30 of each fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1.5% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is deeded to the State and then is subject to sale by the county tax collector. A 10% penalty also applies to delinquent taxes with respect to property on the unsecured roll, and further, an

additional penalty of 1.5% per month accrues with respect to such taxes beginning on varying dates related to the tax bill mailing date.

Delinquencies. The valuation of property is determined as of the January 1 lien date as equalized in August of each year and equal installments of taxes levied upon secured property become delinquent on the following December 10 and April 10. Taxes on unsecured property are due January 1 and become delinquent August 31. The County has not adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (known as the Teeter Plan), as provided for in Section 4701 *et seq.* of the Revenue and Taxation Code of the State and, therefore, the receipt of property taxes from the Project Areas is subject to delinquencies in payment by property owners of their property taxes. See the caption “THE PROJECT AREAS—Levy and Collections” and the Fiscal Consultant’s Report attached hereto as Appendix A for additional information regarding the property tax collection history within the Project Areas.

In response to the COVID-19 outbreak described under the caption “RISK FACTORS—COVID-19 (Coronavirus) Pandemic,” on May 6, 2020, Governor Newsom issued Executive Order N-61-20 (the “Executive Order”), waiving penalties and interest on taxes on property on the secured or unsecured roll through May 6, 2021 under certain conditions, including: (i) the property is a residential property occupied by the taxpayer or the property is used for a small business, (ii) the taxes owed were not delinquent as of March 4, 2020, (iii) the taxpayer files for relief in a form prescribed by the tax collector, and (iv) the taxpayer demonstrates economic hardship to the satisfaction of the tax collector. The County has not adopted a Teeter Plan, and therefore delinquent property taxes will impact actual Tax Revenues. See the caption “THE PROJECT AREAS—Levy and Collections” for historical information regarding delinquencies with each of the Project Areas.

The Agency can provide no assurance that additional actions will not be taken by the County, the State, or individual property taxpayers that may have a material adverse impact on property tax revenues and the timing or amount of deposits into the Redevelopment Property Tax Trust Fund and the Agency’s ability to make payments of principal of and interest on the 2021 Bonds when due. Further, the full economic impacts of the COVID-19 pandemic are not yet known and could result in a significant decline in assessed values of property in the Project Areas and a corresponding decline in Tax Revenues available to pay debt service on the 2021 Bonds.

Supplemental Assessments. California Revenue and Taxation Code Section 75.70 provides for the supplemental assessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Prior to the enactment of this law, the assessment of such changes was permitted only as of the next tax lien date following the change, which delayed the realization of increased property taxes from the new assessments for up to 14 months. Revenue and Taxation Code Section 75.70 provides increased revenue to the Redevelopment Property Tax Trust Fund to the extent that supplemental assessments of new construction or changes of ownership occur within the boundaries of the Project Areas subsequent to the January 1 lien date. To the extent that such supplemental assessments occur within the Project Areas, Tax Revenues may increase. However, because supplemental assessments cannot be accurately projected, no provision has been made by the Fiscal Consultant to reflect the impact of supplemental assessments on Tax Revenues.

Property Tax Administrative Costs. In 1990, the State Legislature enacted Senate Bill (“SB”) 2557 (Chapter 466, Statutes of 1990) which allows counties to charge for the cost of assessing, collecting and allocating property tax revenues to local government jurisdictions in proportion to the tax-derived revenues allocated to each. SB 1559 (Chapter 697, Statutes of 1992) explicitly includes redevelopment agencies among the jurisdictions which are subject to such charges. In addition, Sections 34182(e) and 34183(a) of the Dissolution Act allow administrative costs of the County Auditor-Controller for the cost of administering the provisions of the Dissolution Act, as well as the foregoing SB 2557 amounts, to be deducted from property tax revenues before moneys are deposited into the Redevelopment Property Tax Trust Fund. For Fiscal Year

2019-20, the County's administrative charge to the Agency for the Project Areas was approximately 2.02% of gross tax increment revenues received by the Agency in such Fiscal Year.

Negotiated Pass-Through Agreements. Prior to 1994, under the Redevelopment Law, a redevelopment agency could enter into an agreement to pay tax increment revenues to any taxing agency that has territory located within a redevelopment project in an amount which in the redevelopment agency's determination was appropriate to alleviate any financial burden or detriment caused by the redevelopment project. Such agreements normally provide for payment or pass-through of tax increment revenue directed to the affected taxing agency, and, therefore, are commonly referred to as pass-through agreements or tax sharing agreements. The Agency's agreements with affected taxing agencies are referred to herein as "Pass-Through Agreements." See the caption "SECURITY FOR THE 2021 BONDS—Senior Obligations—Pass-Through Agreements" for a discussion of Pass-Through Agreements for certain of the Project Areas. See also the caption "—Tax Increment Financing" for additional discussion of the treatment of Pass-Through Agreements under the Dissolution Act.

Statutory Pass-Throughs. The payment of Statutory Pass-Through Amounts results from: (i) redevelopment plan amendments which add territory in existing project areas on or after January 1, 1994; and (ii) redevelopment plan amendments which eliminate one or more limitations within a redevelopment plan (such as the removal of the time limit on the establishment of loans, advances and indebtedness). The calculation of the amount due to affected taxing entities is described in Sections 33607.5 and 33607.7 of the Redevelopment Law. See the captions and "SECURITY FOR THE 2021 BONDS—Tax Increment Financing" and "—Senior Obligations" for further information regarding the applicability of the statutory pass-through provisions of the Redevelopment Law and the Dissolution Act to certain of the Project Areas.

Recognized Obligation Payment Schedule. The Dissolution Act provides that, commencing on the date that the first Recognized Obligation Payment Schedule is valid, only those payments listed in the Recognized Obligation Payment Schedule may be made by the Agency from the funds specified in the Recognized Obligation Payment Schedule. On or before each February 1, the Dissolution Act requires successor agencies to prepare and approve, and submit to the successor agency's oversight board and the DOF for approval, a Recognized Obligation Payment Schedule pursuant to which enforceable obligations (as defined in the Dissolution Act) of the successor agency are listed for the following July 1 through June 30 (Fiscal Year) period, together with the source of funds to be used to pay for each enforceable obligation. Tax Revenues will not be distributed from the Redevelopment Property Tax Trust Fund by the County Auditor-Controller to the Agency's Redevelopment Obligation Retirement Fund without a duly approved and effective Recognized Obligation Payment Schedule obtained in sufficient time prior to the January 2 or June 1 distribution dates, as applicable. See the caption "SECURITY FOR THE 2021 BONDS—Recognized Obligation Payment Schedule" and "RISK FACTORS—Recognized Obligation Payment Schedule." See also "SECURITY FOR THE 2021 BONDS—Last and Final Recognized Obligation Payment Schedule" for a description of the Last and Final ROPS authorized by the Dissolution Act pursuant to SB 107.

Unitary Property

Assembly Bill ("AB") 2890 (Statutes of 1986, Chapter 1457) provides that, commencing with State Fiscal Year 1988-89, assessed value derived from State-assessed unitary property (consisting mostly of operational property owned by utility companies) is to be allocated county-wide as follows: (i) each tax rate area will receive the same amount from each assessed utility received in the previous fiscal year unless the applicable county-wide values are insufficient to do so, in which case values will be allocated to each tax rate area on a pro rata basis; and (ii) if values to be allocated are greater than in the previous fiscal year, each tax rate area will receive a pro rata share of the increase from each assessed utility according to a specified formula. Additionally, the lien date on State-assessed property was changed from March 1 to January 1.

AB 454 (Statutes of 1987, Chapter 921) further modified Chapter 1457 regarding the distribution of tax revenues derived from property assessed by the State Board of Equalization. AB 454 provides for the

consolidation of all State-assessed property, except for regulated railroad property, into a single tax rate area in each county. AB 454 further provides for a new method of establishing tax rates on State-assessed property and distribution of property tax revenue derived from State-assessed property to taxing jurisdictions within each county in accordance with a new formula. Railroads will continue to be assessed and revenues allocated to all tax rate areas where railroad property is located. The intent of AB 2890 and AB 454 is to provide redevelopment agencies with their appropriate share of revenue generated from property assessed by the State Board of Equalization.

The County Auditor-Controller allocated an aggregate total of \$2,368,824 of unitary tax revenue to the Project Areas for Fiscal Year 2019-20. Tax Revenues from unitary property are assumed to remain at Fiscal Year 2019-20 levels for each Project Area for purposes of gross tax increment projections in the Fiscal Consultant's Report.

Article XIII A of the State Constitution

On June 6, 1978, State voters approved an amendment (commonly known as Proposition 13 or the Jarvis-Gann Initiative) which added Article XIII A to the State Constitution. Article XIII A limits the amount of *ad valorem* taxes on real property to 1% of "full cash value" of such property, as determined by the county assessor. Article XIII A defines "full cash value" to mean "the county assessor's valuation of real property as shown on the State Fiscal Year 1975-76 tax bill under 'full cash value,' or, thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership has occurred after the 1975 assessment." Furthermore, the "full cash value" of all real property may be increased to reflect the rate of inflation, as shown by the consumer price index, not to exceed 2% per year, or may be reduced.

Article XIII A has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by substantial damage, destruction or other factors, and to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other special circumstances.

Article XIII A: (i) exempts from the 1% tax limitation taxes to pay debt service on: (a) indebtedness approved by the voters prior to July 1, 1978; or (b) bonded indebtedness for the acquisition or improvement of real property approved on or after July 1, 1978, by two-thirds of the votes cast by the voters voting on the proposition; (ii) requires a vote of two-thirds of the qualified electorate to impose special taxes, or certain additional *ad valorem* taxes; and (iii) requires the approval of two-thirds of all members of the State Legislature to change any State tax laws resulting in increased tax revenues.

The validity of Article XIII A has been upheld by both the State Supreme Court and the United States Supreme Court.

In the general election held on November 4, 1986, voters of the State approved two measures, Propositions 58 and 60, which further amended Article XIII A. Proposition 58 amended Article XIII A to provide that the terms "purchase" and "change of ownership," for the purposes of determining full cash value of property under Article XIII A, do not include the purchase or transfer of: (1) real property between spouses; and (2) the principal residence and the first \$1,000,000 of other property between parents and children. This amendment to Article XIII A may reduce the rate of growth of local property tax revenues.

Proposition 60 amended Article XIII A to permit the State Legislature to allow persons over the age of 55 who sell their residence and buy or build another of equal or lesser value within two years in the same county to transfer the old residence assessed value to the new residence. As a result of the State Legislature's action, the growth of property tax revenues may decline.

Legislation enacted by the State Legislature to implement Article XIII A provides that all taxable property is shown at full assessed value as described above. In conformity with this procedure, all taxable

property value included in this Official Statement is shown at 100% of assessed value and all general tax rates reflect the \$1 per \$100 of taxable value (except as noted). Tax rates for voter-approved bonded indebtedness and pension liabilities are also applied to 100% of assessed value.

Proposition 19

On November 3, 2020, State voters approved Proposition 19, a legislatively referred constitutional amendment (“Proposition 19”), which amends Article XIII A to: (i) expand special rules that give property tax savings to homeowners that are over the age of 55, severely disabled, or whose property has been impacted by wildfire or natural disaster, when they buy a different home; (ii) narrow existing special rules for inherited properties; and (iii) dedicate most of the potential new State revenue generated from Proposition 19 toward fire protection.

The Agency cannot make any assurance as to what effect the implementation of Proposition 19 will have on Tax Revenues or the assessed valuation of real property in the Project Areas.

Appropriations Limitation – Article XIII B

On November 6, 1979, State voters approved Proposition 4 (also known as the Gann Initiative), which added Article XIII B to the State Constitution. Article XIII B limits the annual appropriations of the State and its political subdivisions to the level of appropriations for the prior fiscal year, as adjusted for changes in the cost of living, population and services rendered by the government entity. The “base year” for establishing such appropriations limit is State Fiscal Year 1978-79, and the limit is to be adjusted annually to reflect changes in population, consumer prices and certain increases in the cost of services provided by these public agencies.

Section 33678 of the Redevelopment Law provides that the allocation of taxes to a redevelopment agency for the purpose of paying principal of, or interest on, loans, advances, or indebtedness is not deemed to be the receipt by an agency of proceeds of taxes levied by or on behalf of an agency within the meaning of Article XIII B, nor will such portion of taxes be deemed receipt of proceeds of taxes by, or an appropriation subject to the limitation of, any other public body within the meaning or for the purpose of the Constitution and laws of the State, including Section 33678 of the Redevelopment Law. The constitutionality of Section 33678 has been upheld in two State appellate court decisions. On the basis of these decisions, the Agency does not believe that it is subject to Article XIII B and has not adopted an appropriations limit.

Articles XIII C and XIII D of the State Constitution

At the election held on November 5, 1996, Proposition 218 was passed by the voters of California. The initiative added Articles XIII C and XIII D to the State Constitution. Provisions in the two articles affect the ability of local government to raise revenues. The Bonds are secured by a pledge of Tax Revenues that are not subject to limitation by Proposition 218. See the caption “—Propositions 218 and 26.”

Proposition 87

On November 8, 1988, the voters of the State approved Proposition 87, which amended Article XVI, Section 16 of the State Constitution to provide that property tax revenue attributable to the imposition of taxes on property within a redevelopment project area for the purpose of paying debt service on certain bonded indebtedness issued by a taxing entity (not the Former Agency or the Agency) and approved by the voters of the taxing entity after January 1, 1989 will be allocated solely to the payment of such indebtedness, and *not* to redevelopment agencies.

Appeals of Assessed Values

Pursuant to State law, a property owner may apply for a reduction of the property tax assessment for such owner's property by filing a written application, in a form prescribed by the State Board of Equalization, with the appropriate county board of equalization or assessment appeals board.

In the County, a property owner desiring to reduce the assessed value of such owner's property in any one year must submit an application to the County Assessment Appeals Board (the "Appeals Board"). Applications for any tax year must be submitted by November 30 of such tax year. Following a review of each application by the staff of the County Assessor's Office, the staff makes a recommendation to the Appeals Board on each application which has not been rejected for incompleteness or untimeliness or withdrawn. The Appeals Board holds a hearing and either reduces or confirms the assessment. The Appeals Board generally is required to determine the outcome of appeals within two years of each appeal's filing date. Any reduction in the assessment ultimately granted applies only to the year for which application is made and during which the written application is filed. The assessed value increases to its pre-reduction level for fiscal years following the year for which the reduction application is filed. However, if the taxpayer establishes through proof of comparable values that the property continues to be overvalued (known as "ongoing hardship"), the Assessor has the power to grant a reduction not only for the year for which application was originally made, but also for the then current year as well. Appeals for reduction in the "base year" value of an assessment, which generally must be made within three years of the date of change in ownership or completion of new construction that determined the base year, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. Moreover, in the case of any reduction in any one year of assessed value granted for "ongoing hardship" in the then current year, and also in any cases involving stipulated appeals for prior years relating to base year and personal property assessments, the property tax revenues from which Tax Revenues are derived attributable to such properties will be reduced in the then current year. In practice, such a reduced assessment may remain in effect beyond the year in which it is granted. See the Fiscal Consultant's Report attached hereto as Appendix A for information regarding the appeals pending with respect to the assessed valuations of the top ten property owners within each Project Area.

Proposition 8

Proposition 8, approved in 1978 (California Revenue and Taxation Code Section 51(b)), provides for the assessment of real property at the lesser of its originally determined (base year) full cash value compounded annually by the inflation factor, or its full cash value as of the lien date, taking into account reductions in value due to damage, destruction, obsolescence or other factors causing a decline in market value. Reductions pursuant to Proposition 8 may be initiated by the County Assessor or requested by the property owner, and such reductions apply only to a single tax year.

After a roll reduction is granted pursuant to Proposition 8, the property is reviewed on an annual basis to determine its full cash value and the valuation is adjusted accordingly. This may result in further reductions or in value increases. Such increases must be in accordance with the full cash value of the property and may exceed the maximum annual inflationary growth rate allowed on other properties under Article XIII A of the State Constitution. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

The County Assessor has the ability to use Proposition 8 criteria to apply blanket reductions in valuation to classes of property affected by particular negative economic conditions. The Fiscal Consultant's Report does not assume any future reductions in assessed valuations as a result of Proposition 8, but there can be no assurance that such reductions will not be made in the future. See Table 5 under the caption "THE PROJECT AREAS" for further information with respect to reductions in assessed value within the Project Areas in the ten seven fiscal years.

Propositions 218 and 26

On November 5, 1996, State voters approved Proposition 218—Voter Approval for Local Government Taxes—Limitation on Fees, Assessments, and Charges—Initiative Constitutional Amendment. Proposition 218 added Articles XIII C and XIII D to the State Constitution, imposing certain vote requirements and other limitations on the imposition of new or increased taxes, assessments and property-related fees and charges. On November 2, 2010, California voters approved Proposition 26, the “Supermajority Vote to Pass New Taxes and Fees Act.” Proposition 26 amended Article XIII C of the State Constitution by adding an expansive definition for the term “tax,” which previously was not defined under the State Constitution. Tax Revenues securing the Bonds are derived from property taxes which are outside the scope of taxes, assessments and property-related fees and charges which are limited by Proposition 218 and outside of the scope of taxes which are limited by Proposition 26.

Future Initiatives

Articles XIII A, XIII B, XIII C and Article XIII D to the State Constitution and certain other propositions affecting property tax levies were each adopted as measures which qualified for the ballot pursuant to the State’s initiative process. From time to time other initiative measures could be adopted, further affecting Agency revenues or the Agency’s ability to expend revenues.

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

The Former Agency and the Agency

The Former Agency was established pursuant to the provisions of the Redevelopment Law by Ordinance No. C-4184 of the City Council adopted on October 17, 1961. Unlike most redevelopment agencies, the Former Agency was governed by a separate seven-member governing board whose members were appointed by the Mayor and affirmed by the City Council. On January 17, 2012, pursuant to Resolution No. RES-12-0009 and Section 34173 of the Dissolution Act, the City Council elected to serve as successor agency to the Former Agency and further elected to retain the housing assets and functions of the Former Agency pursuant to Section 34176 of the Dissolution Act. The Agency is governed by a ten-member Board of Directors which consists of the members of the City Council and the Mayor.

Agency Powers

All powers of the Agency are vested in its nine members, who are the Mayor and the elected members of the City Council. Pursuant to the Dissolution Act, the Agency is a separate public body from the City and successor to the organizational status of the Former Agency, but without any legal authority to participate in redevelopment activities except to complete any work related to an approved enforceable obligation. The Agency is tasked with expeditiously winding down the affairs of the Former Agency pursuant to the procedures and provisions of the Dissolution Act. Under the Dissolution Act, many Agency actions are subject to approval by the Oversight Board, as well as review by the DOF. The State has strict laws regarding public meetings (known as the Ralph M. Brown Act) which generally make all Agency and Oversight Board meetings open to the public in a similar manner as City Council meetings.

THE REDEVELOPMENT PLANS

General

The Project Areas include the West Beach Project (“West Beach Project”), the Poly High Redevelopment Project (“Poly High Project”), the Downtown Redevelopment Project (“Downtown Project”), the West Long Beach Industrial Redevelopment Project (“Industrial Project”), the Los Altos Redevelopment

Project (“Los Altos Project”), the North Long Beach Redevelopment Project (“North Project”), and the Central Long Beach Redevelopment Project (“Central Project”). The Project Areas exist pursuant to separate Redevelopment Plans with separate time and financial limits, as described in more detail below. A description of each of the Redevelopment Plans, each of the amendments to the Redevelopment Plans and the financial and time limitations set forth in such Redevelopment Plans is set forth below. See the caption “THE PROJECT AREAS” for additional information regarding the Project Areas, including information on land use, assessed valuation, property ownership and Tax Revenues generated within the Project Areas.

The West Beach Project

The Redevelopment Plan for the West Beach Project (“West Beach Plan”) was adopted on July 21, 1964 by Ordinance No. C-4451. The West Beach Plan was subsequently amended as follows:

- By Ordinance No. C-4785 on December 24, 1968, to change certain land use restrictions set forth in the West Beach Plan.
- By Ordinance No. C-6309 on November 11, 1986, to add a cumulative tax increment limit, a time limit on the incurrence of debt, and a time limit on the exercise of eminent domain authority in the West Beach Project Area in accordance with Section 33333.4 of the Redevelopment Law.”
- By Ordinance No. C-7296 on December 13, 1994, to further restrict the time limit to incur debt and on the effectiveness of the West Beach Plan and to add a time limit on the repayment of debt within the West Beach Project Area.
- By Ordinance No. C-7886 on November 11, 2003, to eliminate the time limit to incur debt pursuant to Senate Bill (“SB”) 211.
- By Ordinance No. C-7914 on April 6, 2004, to extend the time limits on effectiveness, receipt of tax increment and repayment of debt by one year each pursuant to SB 1045.
- By Ordinance No. C-7964 on January 18, 2005, to extend the time limits on effectiveness, receipt of tax increment and repayment of debt by one year each pursuant to SB 1096.
- By Ordinance No. ORD-06-0062 on December 19, 2006 to extend the time limits on effectiveness, receipt of tax increment and repayment of debt by one additional year each pursuant to SB 1096

The West Beach Project Area includes approximately 21 acres located adjacent to the Downtown Project Area and within walking distance of the Long Beach Civic Center. The West Beach Project Area is bounded on the north by Ocean Boulevard, on the east by Magnolia Avenue, on the south by Seaside Boulevard and on the west by the Los Angeles River Flood Control Channel. The property within the West Beach Project Area lies within Planned District (PD) 6, which primarily permits office and commercial uses.

The Poly High Project

The Redevelopment Plan for the Poly High Project (“Poly High Plan”) was adopted on April 3, 1973 by Ordinance No. C-5063. The Poly High Plan was subsequently amended as follows:

- By Ordinance No. C-5138 on August 20, 1974, to change certain land use and parking requirements set forth in the Poly High Plan.

- By Ordinance No. C-5275 on December 14, 1976, to further change certain land use and parking requirements set forth in the Poly High Plan.
- By Ordinance No. C-6311 on November 11, 1986, to add a cumulative tax increment limit, a time limit on the incurrence of debt, and a time limit on the exercise of eminent domain authority in the Poly High Project Area in accordance with Section 33333.4 of the Redevelopment Law.
- By Ordinance No. C-7295 on December 13, 1994, to add a time limit on the repayment of debt within the Poly High Project Area in accordance with Section 33333.6 of the Redevelopment Law.
- By Ordinance No. C-7576 on November 17, 1998, to impose a time limit on the use of eminent domain in the Poly High Project Area.
- By Ordinance No. C-7597 on March 16, 1999, to extend the time limits on effectiveness, receipt of tax increment and repayment of debt in accordance with Section 33333.6 of the Redevelopment Law.
- By Ordinance No. C-7885 on November 11, 2003, to eliminate the time limit to incur debt pursuant to SB 211.
- By Ordinance No. C-7913 on April 6, 2004, to extend the time limits on effectiveness, receipt of tax increment and repayment of debt by one year each pursuant to SB 1045.
- By Ordinance No. C-7963 on January 18, 2005, to extend the time limits on effectiveness, receipt of tax increment and repayment of debt by one year each pursuant to SB 1096.
- By Ordinance No. C-7971 on February 8, 2005, to modify land use provisions in the Poly High Plan and increase the cumulative tax increment limit to \$25,000,000.
- By Ordinance No. ORD-06-0061 on December 18, 2006, to extend the time limits on effectiveness, receipt of tax increment and repayment of debt by one additional year each pursuant to SB 1096.

The Poly High Project Area encompasses approximately 87 acres from Pacific Coast Highway to the north, Martin Luther King Jr. Avenue to the east, Anaheim Street to the south and Atlantic Avenue to the west. The Poly High Project Area includes the Long Beach Polytechnic High School campus, which encompasses approximately 26.5 acres, as well as residential and commercial uses.

The Downtown Project

The Redevelopment Plan for the Downtown Project (“Downtown Plan”) was adopted on June 17, 1975 by Ordinance No. C-5187. The Downtown Plan was subsequently amended as follows:

- By Ordinance No. C-6310 on November 11, 1986, to add a cumulative tax increment limit, a time limit on the incurrence of debt, and a time limit on the exercise of eminent domain authority in the Downtown Project Area in accordance with Section 33333.4 of the Redevelopment Law.
- By Ordinance No. C-6331 on December 23, 1986, to change certain land use restrictions set forth in the Downtown Plan.

- By Ordinance No. C-7292 on December 13, 1994, to further restrict the time limit to incur debt and add a time limit on the repayment of debt within the Downtown Project Area in accordance with Section 33333.6 of the Redevelopment Law.
- By Ordinance No. 7557 on September 1, 1998 to extend eminent domain authority within the Downtown Project.
- By Ordinance No. 7596 on March 16, 1999 to extend the time limits on effectiveness, receipt of tax increment and repayment of debt in accordance with Section 33333.6 of the Redevelopment Law.
- By Ordinance No. C-7910 on April 6, 2004, to extend the time limits on effectiveness, receipt of tax increment and repayment of debt by one year each pursuant to SB 1045.
- By Ordinance No. C-7965 on January 18, 2005, to extend the time limits on effectiveness, receipt of tax increment and repayment of debt by one year each pursuant to SB 1096.

The Downtown Project contains 421 acres generally extending from the shoreline on the south to Seventh Street on the north and from Alamitos and Elm Avenues on the east to Magnolia and Pacific Avenues on the west. The original business district, historic shopping district and former waterfront amusement area were located in the Downtown Project Area. Now, this Project Area contains over three million square feet of Class A office space, a regional shopping mall, a 30-acre park, four first class hotels, the Convention and Entertainment Center, and the City and County Civic Center complex, among other uses.

The Industrial Project

The Redevelopment Plan for the Industrial Project ("Industrial Plan") was adopted on July 1, 1975 by Ordinance No. C-5188. The Industrial Plan was subsequently amended as follows:

- By Ordinance No. C-6312 on November 11, 1986, to add a cumulative tax increment limit, a time limit on the incurrence of debt, and a time limit on the exercise of eminent domain authority in the Industrial Project Area in accordance with Section 33333.4 of the Redevelopment Law.
- By Ordinance No. C-7297 on December 13, 1994, to amend the time to incur debt and the termination date of the Industrial Plan and to add a time limit on the repayment of debt within the Industrial Project Area in accordance with Section 33333.6 of the Redevelopment Law.
- By Ordinance No. C-7887 on November 11, 2003, to eliminate the time limit to incur debt pursuant to SB 211.

The Industrial Project Area consists of approximately 1,368 acres and is bounded on the north by Pacific Coast Highway, on the south by Seaside Boulevard and Ocean Boulevard, on the east by the Los Angeles River Flood Control Channel, and on the west by the City boundary. The portion of the Industrial Project Area north of Anaheim Street (approximately 350 acres) includes industrial, and commercial land uses. The portion of the Industrial Project Area south of Anaheim Street (approximately 1,018 acres) is within the Long Beach Harbor District and is primarily owned by the Harbor Department of the City.

The Los Altos Project

The Redevelopment Plan for the Los Altos Project ("Los Altos Plan") was adopted on December 10, 1991 by Ordinance No. C-6954. The Los Altos Plan was subsequently amended as follows:

- By Ordinance No. C-7294 on December 13, 1994, to amend the time to incur debt and the termination date of the Los Altos Plan and to add a time limit on the repayment of debt within the Los Altos Project Area in accordance with Section 33333.6 of the Redevelopment Law.
- By Ordinance No. C-7911 on April 6, 2004, to extend the time limits on effectiveness, receipt of tax increment and repayment of debt by one year each pursuant to SB 1045.

The Los Altos Project Area consists of approximately 45 acres generally bounded by Twenty-Third Street on the north, Marwick Avenue on the east, Briton Drive/Abbyfield Street on the south and Bellflower Boulevard on the west. The Los Altos Project Area includes commercial and retail uses.

The North Project

The Redevelopment Plan for the North Project ("North Plan") was adopted on July 16, 1996 by Ordinance No. C-7412. The North Plan was subsequently amended as follows:

- By Ordinance No. C-7912 on April 6, 2004, to extend the time limits on effectiveness, receipt of tax increment and repayment of debt by one year each pursuant to SB 1045.
- By Ordinance No. ORD-08-0028 on October 14, 2008, to extend eminent domain authority within certain portions of the North Project Area.

The North Project Area consists of 10 non-contiguous areas totaling approximately 7,540 acres of land and 4,967 acres of water for a total size of approximately 12,507 acres. The majority of the North Project Area consists of (a) a residential area bordered by the cities of Compton and Paramount to the north, the city of Lakewood to the east and the city of Carson to the west and (b) approximately two-thirds of the Port of Long Beach.

The Central Project

The Central Project Area was first established with the adoption of a redevelopment plan on September 21, 1993 under AB 598, special legislation enacted in response to the civil disturbances that occurred between April 30 and May 2, 1992, resulting in significant damage in the Central Project Area. After adoption of the original Central Project, an economic recession caused property values to fall across the State, including within the Central Project Area. The assessed value of real property in the Central Project Area fell below the base year value and remained there. As a result, the Central Project Area did not produce tax increment. To correct the situation, the Long Beach City Council terminated the original redevelopment plan for the Central Project on March 6, 2001 by Ordinance No. C-7737.

The current Redevelopment Plan for the Central Project ("Central Plan") was adopted on March 6, 2001 by Ordinance No. C-7738. The Central Plan was subsequently amended as follows:

- By Ordinance No. C-7909 on April 6, 2004, to extend the time limits on effectiveness, receipt of tax increment and repayment of debt by one year each pursuant to SB 1045.

The Central Project Area consists of approximately 2,619 acres, generally located in the southern portion of the City, south of the I-405 (San Diego) freeway, north of the downtown Long Beach, east of the I-710 (Long Beach) Freeway and west of Redondo Avenue. The Central Project Area includes major north-south portions of Long Beach Boulevard, Pacific Avenue and Atlantic Avenue, major east-west sections of Willow Street, Pacific Coast Highway, Anaheim Street and Seventh Street, and surrounding residential neighborhoods.

As used in this Official Statement, the West Beach Plan, the Poly High Plan, the Downtown Plan, the Industrial Plan, the Los Altos Plan, the North Plan, and the Central Plan are referred to collectively as the “Redevelopment Plans.” For more information about the Project Areas, see the caption “THE PROJECT AREAS.”

Elimination of Redevelopment Plan Limits

SB 107, which became effective September 22, 2015, amended the Dissolution Act to provide that the time limits for receiving property tax revenues and the limitation on the amount of property tax revenues that may be received by the Former Agency and the Agency set forth in the Redevelopment Plans are not effective for purposes of paying the Agency’s enforceable obligations. Accordingly, the projections set forth in this Official Statement and in the Fiscal Consultant’s Report attached to this Official Statement as Appendix A do not take into account the time and financial limitations set forth in the Redevelopment Plans for the Project Areas. See Tables 8 and 9 below.

THE PROJECT AREAS

General

The County Auditor-Controller is responsible for the aggregation of the assessed values assigned by the County Assessor for properties within the boundaries of the Project Areas. The reported current year Project Areas assessed value, less the frozen Base Year assessed value, becomes the basis for determining the computed gross property tax revenue allocable to the RPTTF. The reported assessed value of property within the combined Project Areas for fiscal year 2020-21 is as follows.

**TABLE 1
COMBINED PROJECT AREAS
ASSESSED AND INCREMENTAL VALUE
(Fiscal Year 2020-21)**

	<i>Fiscal Year 2020-21</i>	<i>% of Total</i>
Secured Value	\$ 20,700,199,204	90.89%
Unsecured Value	<u>2,075,511,282</u>	<u>9.11</u>
Total Current Year Value	\$ 22,775,710,486	100.00%
Base Year Value	<u>5,309,456,710</u>	<u>23.31</u>
Incremental Value	\$ 17,466,253,776	76.69%

Source: County of Los Angeles and Keyser Marston Associates, Inc.

TABLE 2
ASSESSED AND INCREMENTAL VALUE BY PROJECT AREAS
(Fiscal Year 2020-21)

The reported assessed value of property for fiscal year 2020-21 is shown for each of the Project Areas separately in the following table:

	<i>West Beach</i>	<i>Poly High</i>	<i>Downtown</i>	<i>Industrial</i>	<i>Los Altos</i>	<i>North</i>	<i>Central</i>
Secured Value	\$ 263,003,289	\$ 101,244,412	\$ 3,276,548,938	\$ 1,410,382,041	\$ 134,612,370	\$ 9,448,606,311	\$ 6,065,801,843
Unsecured Value	<u>53,981,456</u>	<u>2,222,360</u>	<u>198,364,082</u>	<u>435,029,408</u>	<u>14,447,041</u>	<u>1,221,525,582</u>	<u>149,941,353</u>
Total Current Year Value	\$ 316,984,745	\$ 103,466,772	\$ 3,474,913,020	\$ 1,845,411,449	\$ 149,059,411	\$ 10,670,131,893	\$ 6,215,743,196
Base Year Value	<u>4,055,538</u>	<u>5,346,849</u>	<u>124,212,024</u>	<u>162,379,224</u>	<u>39,896,120</u>	<u>3,095,905,440</u>	<u>1,877,661,515</u>
Incremental Value	\$ 312,929,207	\$ 98,119,923	\$ 3,350,700,996	\$ 1,683,032,225	\$ 109,163,291	\$ 7,574,226,453	\$ 4,338,081,681
% of Total Incremental Value	1.79%	0.56%	19.18%	9.64%	0.62%	43.36%	24.84%

Source: County of Los Angeles and Keyser Marston Associates, Inc.

Land Use

The following table illustrates the land use of property in the Project Areas.

**TABLE 3
COMBINED PROJECT AREAS
LAND USE STATISTICS
(Fiscal Year 2020-21)**

<i>Land Use</i>	<i>Parcels</i>	<i>Fiscal Year 2020-21 Assessed Value</i>	<i>Percent of Total</i>
Residential	24,301	\$ 7,253,406,910	31.85%
Multi-Family Residential	3,966	3,865,776,355	16.97
Commercial	2,609	4,305,116,755	18.90
Industrial	979	1,650,322,141	7.25
Public	1,010	--	--
Institutional	197	216,984,952	0.95
Miscellaneous	4	50,525,950	0.22
Recreational	28	18,108,984	0.08
Vacant	1,379	362,887,737	1.59
Possessory Interest	735	2,403,823,544	10.55
Mineral Rights	13	210,434,059	0.92
Cross Reference Roll ⁽¹⁾	604	21,553,616	0.09
Subtotal	35,825	\$ 20,358,941,003	89.39%
SBE Non-Unitary	5	341,258,201	1.50
Unsecured	5,350	2,075,511,282	9.11
Subtotal	5,355	\$ 2,416,769,483	10.61%
FISCAL YEAR 2020-21 TOTAL	41,180	\$ 22,775,710,486	100.00%

⁽¹⁾ Includes miscellaneous secured assessments (the parcel numbers for which are not necessarily tied to a specific geographic parcel map location, unlike values on the secured roll).

Source: Keyser Marston Associates, Inc.

Ten Largest Taxpayers

The ten largest taxpayers in the Project Areas represent approximately 14.54% of the total Project Areas' value for fiscal year 2020-21 and are comprised primarily of commercial land uses. When compared against the incremental assessed value of the Project Areas, these ten largest taxpayers represent approximately 18.96% of the total incremental assessed value within the Project Areas.

TABLE 4
COMBINED PROJECT AREAS
MAJOR PROPERTY TAXPAYERS
(Fiscal Year 2020-21)

	<i>Property Owner</i>	<i>Primary Land Use</i>	<i>Fiscal Year 2020-21 Assessed Valuation</i>	<i>Percent of Total</i>	<i>Percent of Incremental</i>	<i>Project Area</i>
1	OOCL LLC; OOCL (USA) Inc. and LBCT LLC ⁽¹⁾	Possessory Interest – Shipping Terminal & Unsecured	\$ 681,161,721	2.99%	3.90%	North, Downton
2	Terminal Investment Ltd. SARL Total Terminals International LLC ⁽¹⁾	Possessory Interest – Shipping Terminal & Unsecured	556,557,510	2.44	3.19	North, Industrial
3	Pacific Maritime Services LLC ⁽¹⁾	Possessory Interest – Shipping Terminal & Unsecured	506,491,547	2.22	2.90	North, West Beach
4	International Transportation Service Inc. ⁽¹⁾	Possessory Interest – Shipping Terminal & Unsecured	352,578,709	1.55	2.02	North
5	CF Alpha and Golf Propco LLC	Commercial-Office	252,452,000	1.11	1.45	West Beach, Downton
6	Tesoro Logistics Operations, LLC, Tesoro Refining and Marketing Co., Tesoro Sierra Properties LLC; Tesoro South Coast Company LLC ⁽¹⁾	Possessory Interest – Industrial-Mineral Processing & Unsecured	236,591,306	1.04	1.35	Central, North, Industrial
7	SSA Terminals LLC; SSA Terminals (Pier A) LLC; SSA Containers Inc. and SSA Pacific Inc. ⁽¹⁾	Possessory Interest – Shipping Terminal & Unsecured	207,393,198	0.91	1.19	North, Industrial
8	Tidelands Oil Production Co. ⁽¹⁾	Mineral Rights	183,053,223	0.80	1.05	Industrial, North
9	TABC Inc. ⁽¹⁾	Industrial-Heavy Manufacturing & Unsecured	173,256,900	0.76	0.99	North
10	2009 CUSA Community Owner LLC ⁽¹⁾	Residential-Multi-Family	<u>162,025,004</u>	<u>0.71</u>	<u>0.93</u>	Downtown
			\$ 3,311,561,118	14.54%	18.96%	
		Total Project Area Value:	\$ 22,775,710,486			
		Project Area Incremental Value:	\$ 17,466,253,776			

⁽¹⁾ Currently has assessment appeals on file. See “— Assessment Appeals” below.
Source: County of Los Angeles and Keyser Marston Associates, Inc.

Assessed Valuation

The following table sets forth the taxable assessed valuations for the Project Areas and the incremental taxable values for the last ten fiscal years. According to the County, the total assessed valuation of the Project Areas for fiscal year 2020-21 is \$22,775,710,486.

TABLE 5
COMBINED PROJECT AREAS
ASSESSED VALUATIONS AND INCREMENTAL TAX VALUES
(Fiscal Years 2011-12 to 2020-21)

<i>Fiscal Year Ending June 30</i>	<i>Assessed Value</i>	<i>Less: Base Year Value</i>	<i>Value Over Base Year</i>
2020-21	\$22,775,710,486	\$5,309,456,710	\$17,466,253,776
2019-20	21,634,500,763	5,307,609,498	16,326,891,265
2018-19	20,535,079,753	5,302,262,750	15,232,817,003
2017-18	19,325,443,769	5,301,138,052	14,024,305,717
2016-17	18,864,876,328	5,299,975,996	13,564,900,332
2015-16	18,619,961,626	5,298,470,714	13,321,490,912
2014-15	17,671,275,608	5,297,407,870	12,373,867,738
2013-14	16,917,995,962	5,296,872,899	11,621,123,063
2012-13	15,454,095,921	5,296,969,919	10,157,126,002
2011-12	14,925,851,616	5,298,458,000	9,627,393,616

Source: County of Los Angeles and Keyser Marston Associates, Inc.

For projections of growth in incremental assessed valuation and Gross Tax Increment Revenues, see “— Projected Tax Revenues” below.

For information about assessment appeals, see “— Assessment Appeals.”

Levy and Collections

The prior year allocation of tax increment revenues and the County Auditor-Controller’s distribution of property taxes to the RPTTF are a reflection of actual property tax collections experienced within the Project Areas. Based on the Fiscal Consultant’s review of the County’s year-end tax ledgers from fiscal year 2015-16 to fiscal year 2019-20, the property taxes collected within the Project Areas averaged 97.4%. The County has not adopted the “Teeter Plan” alternative method for collection of taxes and, therefore, the receipt of property taxes is subject to delinquencies in payment of property taxes by property owners.

TABLE 6
COMBINED PROJECT AREAS
TAX LEVY AND COLLECTIONS
(Fiscal Years 2015-16 to 2019-20)

<i>Fiscal Year Ending June 30</i>	<i>Computed Levy⁽¹⁾</i>	<i>Actual Based on Collections Rate⁽²⁾</i>	<i>Percent of Collections</i>
2020	\$173,734,995	\$162,623,142	93.6%
2019	153,399,765	151,148,593	98.5%
2018	144,194,829	142,089,446	98.5%
2017	139,967,396	137,796,417	98.4%
2016	136,741,269	134,659,305	98.5%

⁽¹⁾ Computed Levy based on reported incremental value multiplied by the tax rate to compute gross tax increment. Computed Levy also includes Unitary Taxes, if any, as reported by the County Auditor-Controller.
Source: County of Los Angeles; Keyser Marston Associates, Inc.

Assessment Appeals

There are two basic types of assessment appeals provided for under California law. The first type of appeal, commonly referred to as a base year assessment appeal, involves a dispute on the valuation assigned by the County Assessor following a change in ownership or completion of new construction. If the base year value assigned by the County Assessor is reduced, the valuation of the property cannot increase in subsequent years more than 2% annually unless and until another change in ownership and/or additional new construction activity occurs. The second type of appeal, commonly referred to as a Proposition 8 appeal, can result if factors occur causing a decline in the market value of the property to a level below the property's then current taxable value.

Property taxable values determined by the County Assessor may be subject to an appeal by the property owner. Assessment appeals are annually filed with the County Assessment Appeals Board for a hearing and resolution. The resolution of an appeal may result in a reduction to the County Assessor's original taxable value and a tax refund to the property owner. A property owner can file for a regular assessment appeal with the County between July 2 and November 30. Revenue and Taxation Code Section 1604 allows up to two years for an assessment appeal to be decided. Nine of the top ten taxpayers within the Project Areas have filed assessment appeals that are currently pending. Additional appeals to assessed values in the Project Areas may be filed from time to time in the future. The Agency cannot predict the extent of these appeals or their likelihood of success.

The Fiscal Consultant researched the status of assessment appeals filed by property owners in the Project Areas based upon the latest information available from the County Appeals Board database through the second quarter of 2020. The Fiscal Consultant's estimates are based upon the historical averages of successful appeals and amounts of value reductions. Actual appeals, reductions and refunds may vary from historical averages. The Fiscal Consultant's estimated reductions in values are reflected in its projections.

The following table, showing appeal data for fiscal years 2013-14 through 2019-20, summarizes the potential losses that are incorporated into the Fiscal Consultant's projections:

TABLE 7
COMBINED PROJECT AREAS
ASSESSED VALUATION APPEALS
(Fiscal Year 2013-14 to 2019-20)

<i>Total No. of Appeals</i>	<i>No. of Resolved Appeals</i>	<i>No. of Successful Appeals</i>	<i>Average Reduction</i>	<i>No. of Appeals Pending</i>	<i>Est. No. of Pending Appeals Allowed</i>
3,685	2,955	700	23.0%	730	173

<i>Fiscal Year Ending June 30</i>	<i>Combined Value Under Pending Appeals⁽¹⁾</i>	<i>Fiscal Consultant Estimated Reduction on Pending Appeals Allowed (2020-21 AV)</i>
2020	\$ 3,230,204,255	\$ 176,196,000
2019	1,689,391,046	92,150,000
2018	961,899,876	52,468,000
2017	628,799,204	34,299,000
2016	1,124,035,373	61,312,000
2015	1,515,393,436	82,659,000
Prior to 2015	<u>1,099,254,377</u>	<u>59,961,000</u>
Total	\$ 10,248,977,567	\$ 559,045,000

⁽¹⁾ Reflects the total assessed value of the property subject to appeal and does not reflect the applicant's opinion of value.
Source: County of Los Angeles and Keyser Marston Associates, Inc.

Tax refunds payable from resolved appeals (to the extent applicants are not delinquent in their property tax payments) are deducted by the County Auditor-Controller from current year gross property taxes before the County's allocation to the RPTTF.

Actual resolution of appeals are determined by a number of factors including vacancy and rental rates, circumstances of hardship and other real estate comparables, all of which are unique to the individual assessment. Therefore, actual reductions, if any, may be higher or lower than the reductions incorporated in the Fiscal Consultant's projections. An appeal may be withdrawn by the applicant, the Appeals Board may deny or modify the appeal at hearing or by stipulation, or the final value may be adjusted to an amount other than the stated opinion of value. See "— Assessed Valuation" above, for a summary of historical assessed property valuations in the Project Areas. For more information about appeals and the Fiscal Consultant's assumptions, see the Fiscal Consultant's Report attached to this Official Statement as Appendix A.

Projected Tax Revenues

General. The following table shows the current and projected valuation of taxable property in the Project Areas and the projected Tax Revenues. Such projections are estimates only and no assurance can be given that such projections will be achieved. For a discussion of certain matters that will or could cause reductions in the Tax Revenues available in future years, see the captions "PROPERTY TAXATION IN CALIFORNIA" and "RISK FACTORS."

Potential Impacts of COVID-19 (Coronavirus) Pandemic. In response to the COVID-19 outbreak described under the caption "RISK FACTORS—COVID-19 (Coronavirus) Pandemic," on May 6, 2020, Governor Newsom issued Executive Order N-61-20 (the "Executive Order"), waiving penalties and interest on taxes on property on the secured or unsecured roll through May 6, 2021 under certain conditions, including: (i) the property is a residential property occupied by the taxpayer or the property is used for a small business,

(ii) the taxes owed were not delinquent as of March 4, 2020, (iii) the taxpayer files for relief in a form prescribed by the tax collector, and (iv) the taxpayer demonstrates economic hardship to the satisfaction of the tax collector. The County has not adopted a Teeter Plan, and therefore delinquent property taxes may impact the Tax Revenues. See the caption "THE PROJECT AREAS—Levy and Collections" for historical information regarding delinquencies with each of the Project Areas. Furthermore, the full economic impacts of the COVID-19 pandemic are not yet known and could result in a significant decline in assessed values of property in the Project Areas and a corresponding decline in Tax Revenues available to pay debt service on the 2021 Bonds.

**TABLE 8
COMBINED PROJECT AREAS
PROJECTION OF PROJECT AREAS TAX REVENUES
ASSUMES VALUE GROWTH
(000s Omitted)**

<i>Year Ending August 1</i>	<i>Total Taxable Value⁽¹⁾</i>	<i>Taxable Value Over Base</i>	<i>Gross Tax Increment Revenue⁽²⁾</i>	<i>Unitary Tax Revenue</i>	<i>Gross Revenues⁽³⁾</i>	<i>County Admin. Charges⁽⁴⁾</i>	<i>Pass-Through Obligations⁽⁵⁾</i>	<i>Gross Tax Revenues</i>	<i>Senior Bonds Debt Service⁽⁶⁾</i>	<i>Tax Revenues⁽⁷⁾</i>
2021	\$22,775,710	\$17,466,254	\$169,028	\$2,369	\$171,397	\$(3,455)	\$(35,667)	\$132,275	\$11,991	\$120,284
2022	22,991,045	17,681,588	176,770	2,369	179,139	(3,611)	(38,043)	137,485	11,355	126,130
2023	23,390,405	18,080,949	180,762	2,369	183,131	(3,692)	(39,258)	140,181	2,810	137,371
2024	23,797,753	18,488,296	184,834	2,369	187,202	(3,774)	(40,497)	142,932	3,771	139,161
2025	24,213,248	18,903,791	188,986	2,369	191,355	(3,857)	(41,763)	145,735	1,948	143,787
2026	24,637,053	19,327,596	193,222	2,369	195,591	(3,943)	(43,055)	148,594	1,945	146,649
2027	25,069,334	19,759,877	197,543	2,369	199,912	(4,030)	(44,372)	151,510	1,938	149,572
2028	25,510,260	20,200,803	201,950	2,369	204,319	(4,119)	(45,943)	154,257	1,928	152,329
2029	25,960,005	20,650,548	206,445	2,369	208,814	(4,209)	(47,544)	157,060	1,924	155,136
2030	26,418,745	21,109,288	211,030	2,369	213,399	(4,302)	(48,800)	160,297	1,915	158,382
2031	26,886,660	21,577,203	215,706	2,369	218,075	(4,396)	(50,078)	163,601	1,907	161,694
2032	27,363,933	22,054,476	220,476	2,369	222,845	(4,492)	(51,747)	166,606	--	166,606
2033	27,850,751	22,541,294	225,342	2,369	227,710	(4,590)	(53,622)	169,498	--	169,498
2034	28,347,306	23,037,849	230,304	2,369	232,673	(4,690)	(55,535)	172,447	--	172,447
2035	28,853,792	23,544,335	235,366	2,369	237,735	(4,792)	(57,520)	175,422	--	175,422
2036	29,370,407	24,060,951	240,529	2,369	242,898	(4,896)	(59,545)	178,456	--	178,456
2037	29,897,355	24,587,899	245,795	2,369	248,164	(5,003)	(61,610)	181,551	--	181,551
2038	30,434,842	25,125,386	251,166	2,369	253,535	(5,111)	(63,716)	184,708	--	184,708
2039	30,983,079	25,673,622	256,645	2,369	259,014	(5,221)	(65,865)	187,928	--	187,928
2040	31,542,280	26,232,824	262,233	2,369	264,602	(5,334)	(68,056)	191,212	--	191,212

⁽¹⁾ Real property consists of land and improvements. Taxable values reflect the values reported by the County for fiscal year 2020-21, increased for inflation at 2.00% for fiscal year 2021-22 and annually thereafter. Values for fiscal year 2021-22 and thereafter are decreased by \$194,155,000 from the value provided on Table 5 for assumed projected value loss due to pending assessment appeals to the fiscal year 2019-20 tax rolls. See "— Assessment Appeals." Personal Property values are held constant at fiscal year 2020-21 levels.

⁽²⁾ Gross Tax Increment Revenue is based upon incremental values factored against the general levy tax rate of \$1.00 per \$100 of taxable value. Figure for fiscal year 2020-21 includes an assumed \$6 million reduction for tax refunds related to assumed assessed value reductions due to identified pending assessment appeals. Gross Tax Increment is net of any inflationary payments pursuant to Health & Safety Code Section 33676 (Los Altos Project).

⁽³⁾ Gross Revenues consist of Gross Tax Increment Revenue and Unitary Tax Revenue.

⁽⁴⁾ County Administrative Charges include charges under SB 2557 and AB x1 26. The Fiscal Consultant estimates the charges at 2.02% of Gross Revenues.

[FOOTNOTES CONTINUE ON FOLLOWING PAGE.]

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- ⁽⁵⁾ Includes projected payments under the Pass-Through Agreements (with respect to the Los Altos Project Area) and Statutory Pass-Through Amounts (with respect to the West Beach, Poly High, Industrial, North and Central Project Areas). See "SECURITY FOR THE 2021 BONDS—Pass-Through Agreements" and "—Statutory Pass-Through Amounts." As discussed above under the caption "SECURITY FOR THE 2021 BONDS—Pass-Through Agreements" the Pass-Through Agreements are subordinate by their terms; however, Health and Safety Code Section 34183(a)(1) provides for payment of amounts due under the Pass-Through Agreements prior to debt service on the Agency's obligations, including the 2021 Bonds, unless the Agency complies with the procedures set forth in Health and Safety Code Section 34183(b). See the Fiscal Consultant's Report attached to this Official Statement as Appendix A.
- ⁽⁶⁾ Senior Bonds debt service is shown by calendar year to include November 1 payments on the 2002B Downtown Agency Bonds and 2002 Industrial Agency Bonds.
- ⁽⁷⁾ Tax Revenues reflect RPTTF generated from the Project Areas that are available to the Agency for payment of debt service on the Bonds and unsecured enforceable obligations.

Source: Keyser Marston Associates, Inc.

The following table shows the current and projected valuation of taxable property in the Project Areas and the projected Tax Revenues assuming no growth in the total assessed valuation of property within the Project Areas.

**TABLE 9
COMBINED PROJECT AREAS
PROJECTION OF PROJECT AREAS TAX REVENUES
ASSUMES NO VALUE GROWTH
(000s Omitted)**

<i>Year Ending August 1</i>	<i>Total Taxable Value⁽¹⁾</i>	<i>Taxable Value Over Base</i>	<i>Gross Tax Increment Revenue⁽²⁾</i>	<i>Unitary Tax Revenue</i>	<i>Gross Revenues⁽³⁾</i>	<i>County Admin. Charges⁽⁴⁾</i>	<i>Pass-Through Obligations⁽⁵⁾</i>	<i>Gross Tax Revenues</i>	<i>Senior Bonds Debt Service⁽⁶⁾</i>	<i>Tax Revenues⁽⁷⁾</i>
2021	\$22,775,710	\$17,466,254	\$169,028	\$2,369	\$171,397	\$(3,455)	\$(35,667)	\$132,275	\$11,991	\$120,284
2022	22,599,514	17,290,058	172,857	2,369	175,226	(3,532)	(36,852)	134,841	11,355	123,486
2023	22,599,514	17,290,058	172,857	2,369	175,226	(3,532)	(36,852)	134,841	2,810	132,031
2024	22,599,514	17,290,058	172,857	2,369	175,226	(3,532)	(36,852)	134,841	3,771	131,070
2025	22,599,514	17,290,058	172,857	2,369	175,226	(3,532)	(36,852)	134,841	1,948	132,893
2026	22,599,514	17,290,058	172,857	2,369	175,226	(3,532)	(36,852)	134,841	1,945	132,896
2027	22,599,514	17,290,058	172,857	2,369	175,226	(3,532)	(36,852)	134,841	1,938	132,903
2028	22,599,514	17,290,058	172,857	2,369	175,226	(3,532)	(36,852)	134,841	1,928	132,913
2029	22,599,514	17,290,058	172,857	2,369	175,226	(3,532)	(36,852)	134,841	1,924	132,917
2030	22,599,514	17,290,058	172,857	2,369	175,226	(3,532)	(36,852)	134,841	1,915	132,926
2031	22,599,514	17,290,058	172,857	2,369	175,226	(3,532)	(36,635)	135,059	1,907	133,152
2032	22,599,514	17,290,058	172,857	2,369	175,226	(3,532)	(36,247)	135,447	--	135,447
2033	22,599,514	17,290,058	172,857	2,369	175,226	(3,532)	(36,233)	135,460	--	135,460
2034	22,599,514	17,290,058	172,857	2,369	175,226	(3,532)	(36,233)	135,460	--	135,460
2035	22,599,514	17,290,058	172,857	2,369	175,226	(3,532)	(36,233)	135,460	--	135,460
2036	22,599,514	17,290,058	172,857	2,369	175,226	(3,532)	(36,233)	135,460	--	135,460
2037	22,599,514	17,290,058	172,857	2,369	175,226	(3,532)	(36,233)	135,460	--	135,460
2038	22,599,514	17,290,058	172,857	2,369	175,226	(3,532)	(36,233)	135,460	--	135,460
2039	22,599,514	17,290,058	172,857	2,369	175,226	(3,532)	(36,233)	135,460	--	135,460
2040	22,599,514	17,290,058	172,857	2,369	175,226	(3,532)	(36,233)	135,460	--	135,460

⁽¹⁾ Real property consists of land and improvements. Taxable values reflect the values reported by the County for fiscal year 2020-21 and are not increased for inflation. Values for fiscal year 2020-21 and thereafter are decreased by \$194,155,000 from the value provided on Table 5 for assumed projected value loss due to pending assessment appeals. See "— Assessment Appeals." Personal Property values are held constant at fiscal year 2020-21 level.

⁽²⁾ Gross Tax Increment Revenue is based upon incremental values factored against the general levy tax rate of \$1.00 per \$100 of taxable value. Figure for fiscal year 2020-21 includes an assumed \$6 million reduction for tax refunds related to assumed assessed value reductions due to identified pending assessment appeals. Gross Tax Increment Revenue is net of any inflationary payments pursuant to Health & Safety Code Section 33676 (Los Altos Project).

⁽³⁾ Gross Revenues consist of Gross Tax Increment Revenue and Unitary Tax Revenue.

[FOOTNOTES CONTINUE ON FOLLOWING PAGE.]

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- ⁽⁴⁾ County Administrative Charges include charges under SB 2557 and AB xl 26. The Fiscal Consultant estimates the charges at 2.02% of Gross Revenues.
- ⁽⁵⁾ Includes projected payments under the Pass-Through Agreements (with respect to the Los Altos Project Area) and Statutory Pass-Through Amounts (with respect to the West Beach, Poly High, Industrial, North and Central Project Areas). See "SECURITY FOR THE 2021 BONDS—Pass-Through Agreements" and "—Statutory Pass-Through Amounts." As discussed above under the caption "SECURITY FOR THE 2021 BONDS—Pass-Through Agreements" the Pass-Through Agreements are subordinate by their terms; however, Health and Safety Code Section 34183(a)(1) provides for payment of amounts due under the Pass-Through Agreements prior to debt service on the Agency's obligations, including the 2021 Bonds, unless the Agency complies with the procedures set forth in Health and Safety Code Section 34183(b). See the Fiscal Consultant's Report attached to this Official Statement as Appendix A
- ⁽⁶⁾ Senior Bonds debt service is shown by calendar year to include November 1 payments on the 2002B Downtown Agency Bonds and 2002 Industrial Agency Bonds.
- ⁽⁷⁾ Tax Revenues reflect RPTTF generated from the Project Areas that are available to the Agency for payment of debt service on the Bonds and unsecured enforceable obligations.

Source: Keyser Marston Associates, Inc.

Estimated Debt Service Coverage

The following table sets forth the debt service and coverage ratio for the 2015 Bonds, the 2021 Bonds and the Senior Bonds. There can be no assurance that such projected Tax Revenues will be realized. Such projections assume the issuance of the 2021 Bonds and the refunding and defeasance of the Refunded Bonds. For a discussion of certain matters that will or could cause reductions in the Tax Revenues available in future years, see the captions "PROPERTY TAXATION IN CALIFORNIA" and "RISK FACTORS."

TABLE 10
COMBINED PROJECT AREAS
ESTIMATED DEBT SERVICE COVERAGE – ASSUMES VALUE GROWTH
(000s Omitted)

<i>Year Ending August 1</i>	<i>Gross Tax Revenues⁽¹⁾</i>	<i>Senior Bonds Debt Service⁽²⁾</i>	<i>2015 Bonds Debt Service</i>	<i>2021 Bonds Debt Service[*]</i>	<i>Aggregate Senior Bonds, 2015 Bonds and 2021 Bonds Debt Service⁽³⁾ *</i>	<i>Aggregate Debt Service Coverage On Senior Bonds, 2015 Bonds and 2021 Bonds[*]</i>
2021	\$132,275	\$11,991	\$10,503	\$1,210	\$23,704	558%
2022	137,485	11,355	11,158	1,621	24,134	570
2023	140,181	2,810	14,021	1,619	18,450	760
2024	142,932	3,771	18,623	1,620	24,014	595
2025	145,735	1,948	9,648	1,065	12,661	1,151
2026	148,594	1,945	9,656	1,606	13,207	1,125
2027	151,510	1,938	9,665	1,605	13,208	1,147
2028	154,257	1,928	9,692	1,602	13,222	1,167
2029	157,060	1,924	9,710	1,603	13,237	1,187
2030	160,297	1,915	9,731	1,602	13,248	1,210
2031	163,601	1,907	9,754	1,594	13,256	1,234
2032	166,606	--	8,659	1,596	10,255	1,625
2033	169,498	--	8,651	1,590	10,241	1,655
2034	172,447	--	8,652	1,593	10,245	1,683
2035	175,422	--	8,656	1,584	10,239	1,713
2036	178,456	--	4,502	1,583	6,085	2,933
2037	181,551	--	4,504	1,575	6,079	2,987
2038	184,708	--	4,505	1,575	6,080	3,038
2039	187,928	--	4,500	1,569	6,068	3,097
2040	191,212	--	4,503	--	4,503	4,246

* Preliminary, subject to change.

(1) Gross Tax Revenues are Tax Revenues prior to deduction of debt service on the Senior Bonds.

(2) Senior Bonds debt service is shown by calendar year to include November 1 payments on the 2002B Downtown Agency Bonds and 2002 Industrial Agency Bonds.

(3) Totals may not add due to rounding.

Source: Keyser Marston Associates, Inc. and the Underwriters.

The following table sets forth the debt service and coverage ratio for the 2015 Bonds, the 2021 Bonds and the Senior Bonds, assuming no growth in total assessed valuation of property within the Project Areas.

TABLE 11
COMBINED PROJECT AREAS
ESTIMATED DEBT SERVICE COVERAGE – ASSUMES NO VALUE GROWTH
(000s Omitted)

<i>Year Ending August 1</i>	<i>Gross Tax Revenues⁽¹⁾</i>	<i>Senior Bonds Debt Service⁽²⁾</i>	<i>2015 Bonds Debt Service</i>	<i>2021 Bonds Debt Service*</i>	<i>Aggregate Senior Bonds, 2015 Bonds and 2021 Bonds Debt Service^{(3)*}</i>	<i>Aggregate Debt Service Coverage On Senior Bonds, 2015 Bonds and 2021 Bonds*</i>
2021	\$132,275	\$11,991	\$10,503	\$1,210	\$23,704	558%
2022	134,841	11,355	11,158	1,621	24,134	559
2023	134,841	2,810	14,021	1,619	18,450	731
2024	134,841	3,771	18,623	1,620	24,014	562
2025	134,841	1,948	9,648	1,065	12,661	1,065
2026	134,841	1,945	9,656	1,606	13,207	1,021
2027	134,841	1,938	9,665	1,605	13,208	1,021
2028	134,841	1,928	9,692	1,602	13,222	1,020
2029	134,841	1,924	9,710	1,603	13,237	1,019
2030	134,841	1,915	9,731	1,602	13,248	1,018
2031	135,059	1,907	9,754	1,594	13,256	1,019
2032	135,447	--	8,659	1,596	10,255	1,321
2033	135,460	--	8,651	1,590	10,241	1,323
2034	135,460	--	8,652	1,593	10,245	1,322
2035	135,460	--	8,656	1,584	10,239	1,323
2036	135,460	--	4,502	1,583	6,085	2,226
2037	135,460	--	4,504	1,575	6,079	2,228
2038	135,460	--	4,505	1,575	6,080	2,228
2039	135,460	--	4,500	1,569	6,068	2,232
2040	135,460	--	4,503	--	4,503	3,008

* *Preliminary, subject to change.*

(1) Gross Tax Revenues are Tax Revenues prior to deduction of debt service on the Senior Bonds.

(2) Senior Bonds debt service is shown by calendar year to include November 1 payments on the 2002B Downtown Agency Bonds and 2002 Industrial Agency Bonds.

(3) Totals may not add due to rounding.

Source: Keyser Marston Associates, Inc. and Stifel Nicolaus & Company, Incorporated.

Historical Residual RPTTF Revenues

The table below sets forth the residual RPTTF revenues which were distributed to taxing entities for each of the Agency's Recognized Obligation Payment Schedule ("ROPS") periods since July 1, 2012.

TABLE 12
COMBINED PROJECT AREAS
HISTORICAL RESIDUAL RPTTF REVENUES

<i>ROPS Period</i>	<i>Property Tax Deposits (RPTTF)</i>	<i>County Administrative Distributions</i>	<i>Pass-Through Distributions</i>	<i>Actual Enforceable Obligations Payments</i>	<i>Residual RPTTF Revenues</i>
July 1, 2012 to December 31, 2012	\$ 41,439,829.98	\$ (99,943.13)	\$ (5,250,246.93)	\$ (33,446,016.00)	\$ 2,643,623.92
January 1, 2013 to June 30, 2013	56,372,014.74	(1,893,793.97)	(10,614,163.93)	(1,489,067.00)	42,374,989.84
July 1, 2013 to December 31, 2013	59,493,575.64	(270,312.52)	(8,051,734.92)	(20,405,070.00)	30,766,458.20
January 1, 2014 to June 30, 2014	50,935,573.16	(1,918,995.91)	(7,277,272.84)	(9,790,885.00)	31,948,419.41
July 1, 2014 to December 31, 2014	68,975,348.06	(454,980.41)	(9,391,875.49)	(26,417,197.31)	32,711,294.85
January 1, 2015 to June 30, 2015	54,581,393.78	(1,938,829.05)	(9,668,735.22)	(20,229,825.00)	22,744,004.51
July 1, 2015 to December 31, 2015	70,110,345.01	(269,808.22)	(12,493,117.06)	(3,163,553.00)	54,183,866.73
January 1, 2016 to June 30, 2016	60,470,676.20	(2,036,604.76)	(10,561,652.66)	(26,365,106.00)	21,507,312.78
July 1, 2016 to December 31, 2016	81,669,459.69	(263,067.07)	(14,902,661.15)	(17,630,907.00)	48,872,824.47
January 1, 2017 to June 30, 2017	48,774,059.83	(1,977,590.43)	(10,098,128.14)	(26,961,183.00)	9,737,158.26
July 1, 2017 to December 31, 2017	59,420,374.51	(228,144.27)	(11,564,138.31)	(3,919,535.00)	43,708,556.93
January 1, 2018 to June 30, 2018	65,834,171.33	(2,241,293.71)	(12,688,571.14)	(24,384,515.00)	26,519,791.48
July 1, 2018 to December 31, 2018	73,783,296.13	(299,096.95)	(14,365,889.46)	(11,201,520.00)	47,916,789.72
January 1, 2019 to June 30, 2019	74,992,626.01	(2,525,226.03)	(14,663,229.78)	(27,196,313.00)	30,607,857.20
July 1, 2019 to December 31, 2019	78,981,003.99	(297,458.07)	(16,318,263.99)	(1,576,489.00)	60,788,792.93
January 1, 2020 to June 30, 2020	74,403,439.98	(2,630,430.43)	(15,522,407.70)	(29,339,436.00)	26,911,165.85
July 1, 2020 to December 31, 2020	72,189,283.64	(324,603.90)	(15,217,305.20)	(3,451,753.00)	53,195,621.54

Source: Los Angeles County Auditor-Controller.

RISK FACTORS

The following information should be considered by prospective investors in evaluating the 2021 Bonds. However, the following does not purport to be an exhaustive listing of risks and other considerations which may be relevant to investing in the 2021 Bonds. In addition, the order in which the following information is presented is not intended to reflect the relative importance of any such risks.

The various legal opinions to be delivered concurrently with the issuance of the 2021 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by State and federal laws, rulings and decisions affecting remedies, and by bankruptcy, reorganization or other laws of general application affecting the enforcement of creditors' rights, and the application of equitable principles.

COVID-19 (Coronavirus) Pandemic

The spread of the novel strain of coronavirus called COVID-19 is having significant negative impacts throughout the world, including in the Town. The World Health Organization has declared the COVID-19 outbreak to be a pandemic, and states of emergency have been declared by the Town, the County, the State and the United States. The purpose behind these declarations is to coordinate and formalize emergency actions across federal, state and local governmental agencies, and to proactively prepare for a wider spread of the virus.

To date there have been numerous confirmed cases of, and deaths resulting from, COVID-19 in the County, including within the City, and health officials are expecting the number of confirmed cases and deaths to grow. The outbreak has resulted in the imposition of restrictions on mass gatherings and widespread temporary closings of businesses, universities and schools (including schools in the City). The United States is

restricting certain non-US citizens and permanent residents from entering the country. In addition, stock markets in the U.S. and globally have been volatile, with significant declines attributed to coronavirus concerns. On March 19, 2020, in an effort to slow the spread of COVID-19, Governor Newsom issued Executive Order N-33-20 ordering individuals living in the State to stay home or at their place of residence except for specified exceptions. In May 2020, the Governor outlined a phased approach to re-opening businesses in California. On August 28, 2020, the State released further guidance regarding re-opening certain types of businesses (known as the “Blueprint for a Safer Economy”) based on a county-by-county approach where each county is assigned a tier based on COVID-19 case rates within each County.

On December 3, 2020, the Governor announced the Regional Stay Home Order, which divides the State into five separate regions and provides that upon the occurrence of certain enumerated events relating to regional hospital capacity, the order will go into effect on a region-by-region basis. The City is within the Southern California region, and effective December 6, 2020 the Regional Stay Home Order was in effect within the Southern California region. In regions where the Regional Stay Home Order is in effect, the order instructs Californians to stay at home as much as possible and to stop mixing between households that can lead to COVID-19 spread, provides that certain businesses may remain open with modifications and limitations on capacity, and that all operations in certain enumerated sectors (such as playgrounds, hair salons, personal care services, museums, zoos and aquariums, and live audience sports) must be closed. Once triggered, the Regional State Home Order will remain in place in a given region for at least three weeks and will be lifted upon the occurrence of certain enumerated events relating to regional hospital capacity. **[TO BE UPDATED PRIOR TO POSTING IF NECESSARY]**

Potential impacts to the Agency associated with the COVID-19 outbreak include, but are not limited to, disruption of the regional and local economy with corresponding decreases in assessed values and delays in payment or collection of property tax. As described under the caption “PROPERTY TAXATION IN CALIFORNIA—Property Tax Collection Procedures—*Penalty*,” Governor Newsom issued Executive Order N-61-20 (previously defined as the “Executive Order”), waiving penalties and interest on taxes on property on the secured or unsecured roll through May 6, 2021 under certain conditions, including: (i) the property is a residential property occupied by the taxpayer or the property is used for a small business, (ii) the taxes owed were not delinquent as of March 4, 2020, (iii) the taxpayer files for relief in a form prescribed by the tax collector, and (iv) the taxpayer demonstrates economic hardship to the satisfaction of the tax collector. The County has not adopted a Teeter Plan, and therefore delinquent property taxes may impact actual Tax Revenues in the future. See the caption “THE PROJECT AREAS—Levy and Collections” for historical information regarding delinquencies with each of the Project Areas. The Agency can provide no assurance that additional actions will not be taken by the County, the State, or individual property taxpayers that may have a material adverse impact on property tax revenues and the timing or amount of deposits into the Redevelopment Property Tax Trust Fund and the Agency’s ability to pay scheduled debt service on the 2021 Bonds when due. Further the full economic impacts of the COVID-19 pandemic are not yet known and could result in a significant decline in assessed values of property in the Project Areas and a corresponding decline in Tax Revenues available to pay debt service on the 2021 Bonds.

The COVID-19 outbreak is ongoing, and the ultimate geographic spread of the virus, the duration and severity of the outbreak, and the economic and other of actions that may be taken by governmental authorities to contain the outbreak or to treat its impact are uncertain. The ultimate impact of COVID-19 on the Tax Revenues available to pay debt service on the Bonds is unknown. As of the date of this Official Statement, the Agency does not believe that the impacts of the spread of COVID-19 will have a material adverse effect on its ability to pay scheduled debt service on the 2021 Bonds when due.

See the Fiscal Consultant’s Report attached to this Official Statement as Appendix A for additional information regarding the potential impacts of the federal, state and local responses to the COVID-19 pandemic on future Tax Revenues.

Plan Limits

The Redevelopment Plans for the Project Areas impose time period limits on the receipt of tax increment revenues. As described under the caption “THE REDEVELOPMENT PLANS—Elimination of Redevelopment Plan Limits,” the last date to receive tax increment revenues from certain of the Project Areas occurs before the final maturity of the 2021 Bonds. However, pursuant to SB 107, the time limits for receiving property tax revenues which are set forth in the Redevelopment Plans are not effective for purposes of paying the Agency’s enforceable obligations. Accordingly, the projections that are set forth in this Official Statement and in the Fiscal Consultant Report that is attached to this Official Statement as Appendix A do not take into account the time limitations that are set forth in the Redevelopment Plan.

Furthermore, pursuant to SB 107, the limitations on the amount of property tax revenues that may be received by the Former Agency and the Agency set forth in the Redevelopment Plans are not effective for purposes of paying the Agency’s enforceable obligations. Accordingly, the projections that are set forth in this Official Statement and in the Fiscal Consultant Report that is attached to this Official Statement as Appendix A do not take into account the financial limitations that are set forth in the Redevelopment Plan.

The Agency currently estimates that it will have sufficient tax increment revenues to pay the principal of and interest on the 2021 Bonds. However, there can be no assurance that the actual amount of tax increment revenues received will be as set forth in the Agency’s projections. See the caption “THE PROJECT AREAS—Projected Tax Revenues” and Appendix A.

Reduction in Taxable Value

Tax Revenues allocated to the Redevelopment Property Tax Trust Fund are determined by the amount of incremental taxable value in the Project Areas and the current rate or rates at which property in the Project Areas is taxed. The reduction of taxable values of property in the Project Areas caused by economic factors beyond the Agency’s control, such as relocation out of the Project Areas by one or more major tenants, sale of property to a government entity or non-profit corporation exempt from property taxation or the complete or partial destruction of such property caused by, among other eventualities, earthquake or other natural disaster, could cause a reduction in the Tax Revenues that provide for the repayment of and secure the 2021 Bonds. Such reduction in Tax Revenues could have an adverse effect on the Agency’s ability to make timely payments of principal of and interest on the 2021 Bonds.

As described in greater detail under the caption “PROPERTY TAXATION IN CALIFORNIA—Article XIII A of the State Constitution,” Article XIII A provides that the full cash value base of real property used in determining taxable value may be adjusted from year to year to reflect the inflation rate, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index, comparable local data or any reduction in the event of declining property value caused by damage, destruction or other factors (as described above). Such measure is computed on a calendar year basis. Any resulting reduction in the full cash value base over the term of the 2021 Bonds could reduce Tax Revenues securing the 2021 Bonds.

In addition to the other limitations on and required application under the Dissolution Act of Tax Revenues on deposit in the Redevelopment Property Tax Trust Fund, as described in this Official Statement, the State electorate or Legislature could adopt a constitutional or legislative property tax reduction with the effect of reducing Tax Revenues allocated to the Redevelopment Property Tax Trust Fund and available to the Agency. Although the federal and State Constitutions include clauses generally prohibiting the Legislature’s impairment of contracts, there are also recognized exceptions to these prohibitions. There is no assurance that the State electorate or Legislature will not at some future time approve additional limitations that could reduce the Tax Revenues and adversely affect the source of repayment and security of the 2021 Bonds.

Risks to Real Estate Market

The Agency's ability to make payments on the 2021 Bonds is dependent upon the economic strength of the Project Areas. The general economy of the Project Areas is subject to all of the risks generally associated with urban real estate markets. Real estate prices and development may be adversely affected by changes in general economic conditions, fluctuations in the real estate market and interest rates, unexpected increases in development costs, the supply of or demand for competitive properties in such area, the market value of property in the event of sale or foreclosure and other similar factors. Furthermore, real estate development within the Project Areas could be adversely affected by limitations of infrastructure or future governmental policies, including governmental policies to restrict or control development, changes in real estate tax rates and other operating expenses, zoning laws and laws relating to threatened and endangered species and hazardous materials and fiscal policies, as well as natural and man-made disasters (including, without limitation, earthquakes, fires and floods), which may result in uninsured losses. In addition, if there is a decline in the general economy of the Project Areas, the owners of property within the Project Areas may be less able or less willing to make timely payments of property taxes or may petition for reduced assessed valuation causing a delay or interruption in the receipt of Tax Revenues by the Agency from the Project Areas.

Because assessed values do not necessarily indicate fair market values, declines in fair market values may be greater than declines in assessed valuations, although it is also possible that market values could be greater than assessed valuations at any given time. No assurance can be given that the individual parcel owners will pay property taxes in the future or that they will be able to pay such taxes on a timely basis. See the caption "—Bankruptcy and Foreclosure" for a discussion of certain limitations on the ability to pursue judicial proceedings with respect to delinquent property taxes.

Reduction in Inflation Rate

As described in greater detail above, Article XIII A of the State Constitution provides that the full cash value of real property used in determining taxable value may be adjusted from year to year to reflect the rate of inflation, not to exceed a 2% increase for any given year, or may be reduced to reflect a reduction in the consumer price index or comparable local data. Such measure is computed on a calendar year basis. Because Article XIII A limits inflationary assessed value adjustments to the lesser of the actual inflationary rate or 2%, there have been years in which the assessed values were adjusted by actual inflationary rates, which were less than 2%. The State Board of Equalization directed county assessors to use 2.0% as the inflation factor for purposes of preparing the 2020-21 tax roll. See Appendix A.

The Agency is unable to predict if any adjustments to the full cash value of real property within the Project Areas, whether an increase or a reduction, will be realized in the future.

Concentration of Ownership

The ten largest property taxpayers in the Project Areas, based upon the fiscal year 2020-21 locally assessed tax roll reported by the County Assessor, owned approximately 14.54% of the total Project Areas assessed value and approximately 18.96% of the total incremental assessed value within the Project Areas. See the Fiscal Consultant's Report attached to this Official Statement as Appendix A. Concentration of ownership presents a risk in that if one or more of the largest property owners were to default on their taxes, or were to successfully appeal the tax assessments on property within the Project Areas, a substantial decline in Tax Revenues could result. See Table 4 under the caption "THE PROJECT AREAS—Ten Largest Taxpayers" for more information about these ten largest property taxpayers and see "THE PROJECT AREAS—Assessment Appeals" for information as to pending appeals of tax assessments.

Levy and Collection of Taxes

The Agency has no independent power to levy or collect property taxes. Any reduction in the tax rate or the implementation of any constitutional or legislative property tax decrease could reduce the Tax Revenues, and accordingly, could have an adverse impact on the security for and the ability of the Agency to repay the 2021 Bonds.

Likewise, delinquencies in the payment of property taxes by the owners of land in the Project Areas, and the impact of bankruptcy proceedings on the ability of taxing agencies to collect property taxes, could have an adverse effect on the Agency's ability to make timely payments on the 2021 Bonds. As discussed under the caption "PROPERTY TAXATION IN CALIFORNIA—Property Tax Collection Procedures—*Delinquencies*," the County has not implemented a Teeter Plan with respect to the collection and distribution of taxes and delinquencies in the payment of property taxes could have an adverse effect on the Agency's ability to make timely debt service payments. Any reduction in Tax Revenues, whether for any of these reasons or any other reasons, could have an adverse effect on the Agency's ability to pay the principal of and interest on the 2021 Bonds. See the Fiscal Consultant's Report attached as Appendix A for more information regarding property tax collections in the County.

State Budget Issues

AB X1 26 and AB 1484 were enacted by the State Legislature and Governor as trailer bills necessary to implement provisions of the State's budget acts for its fiscal years 2011-12 and 2012-13, respectively, and constituted efforts to address structural deficits in the State general fund budget. In general terms, these bills implemented a framework to transfer cash assets which were previously held by redevelopment agencies to cities, counties and special districts to fund core public services, with assets transferred to schools offsetting State general fund costs (then projected savings of \$1.5 billion). There can be no assurance that additional legislation will not be enacted in the future to additionally implement provisions relating to the State budget or otherwise that may affect successor agencies or tax increment revenues, including Tax Revenues.

SB 107, which made extensive amendments to the Dissolution Act, was enacted following the adoption of the State fiscal year 2015-16 budget, after having initially been presented as AB 113, a trailer bill to the State fiscal year 2015-16 budget. SB 107 changed the process for submitting Recognized Obligation Payment Schedules from a six-month to an annual process, authorized successor agencies to submit and obtain DOF approval of a Last and Final ROPS to govern all remaining payment obligations of successor agencies, altered the provisions governing the distribution of Redevelopment Property Tax Trust Fund moneys attributable to pension and State Water Project tax rate overrides and eliminated the impact of financial and time limitations in redevelopment plans for purposes of paying enforceable obligations, among other changes to the Dissolution Act. These statutory amendments impact the manner in which successor agencies claim Redevelopment Property Tax Trust Fund moneys for enforceable obligations and, for some successor agencies, impact the amount of Redevelopment Property Tax Trust Fund moneys that will be available for payment of a successor agency's enforceable obligations.

Information about the State budget is regularly available at various State-maintained websites. Text of proposed and adopted budgets may be found at the website of the DOF, <http://www.dof.ca.gov>, under the heading "California Budget." An impartial analysis of the budget is posted by the Legislative Analyst's Office (the "LAO") at <http://www.lao.ca.gov>. In addition, various State official statements, many of which contain a summary of the current and past State budgets and the impact of those budgets on cities in the State, may be found at the website of the State Treasurer, <http://www.treasurer.ca.gov>. The information referred to is prepared by the respective State agency maintaining each website and not by the Authority or the Underwriter, and the Authority and the Underwriter take no responsibility for the continued accuracy of these Internet addresses or for the accuracy, completeness or timeliness of information posted thereon, and such information is not incorporated herein by these references.

For additional information regarding the fiscal year 2020-21 State Budget, see the DOF's website at www.dof.ca.gov and the LAO's website at www.lao.ca.gov.

None of the websites or webpages that are referenced above is in any way incorporated into this Official Statement. They are cited for informational purposes only. Neither the Agency nor the Underwriters make any representation whatsoever as to the accuracy or completeness of any of the information on such websites.

Certain litigation which challenges some of the terms of the Dissolution Act is currently ongoing (as described under the caption “—Changes in the Redevelopment Law”), and it is anticipated that there will be additional future legislation in this area. The Authority cannot predict what measures may be proposed or implemented for the current fiscal year or in the future.

There can be no assurance that additional legislation will not be enacted in the future to additionally implement provisions relating to the State budget or otherwise that may affect successor agencies or tax increment revenues.

Recognized Obligation Payment Schedule

The Dissolution Act provides that, commencing on the date that the first Recognized Obligation Payment Schedule is valid thereunder, only those obligations listed in the Recognized Obligation Payment Schedule may be paid by the Agency from the funds specified in the Recognized Obligation Payment Schedule. Before each February 1, with respect to the following fiscal year, the Dissolution Act requires successor agencies to prepare, approve and submit to the successor agencies' oversight boards and the DOF for approval a Recognized Obligation Payment Schedule pursuant to which enforceable obligations (as described under the caption “SECURITY FOR THE 2021 BONDS—Recognized Obligation Payment Schedule”) of the successor agency are listed, together with the source of funds to be used to pay for each enforceable obligation. Tax revenues will not be distributed from the Redevelopment Property Tax Trust Fund by the County Auditor-Controller to the Agency's Redevelopment Obligation Retirement Fund without a duly approved and effective Recognized Obligation Payment Schedule obtained in sufficient time prior to the June 1 property tax distribution date. See the caption “SECURITY FOR THE 2021 BONDS—Recognized Obligation Payment Schedule” and “PROPERTY TAXATION IN CALIFORNIA—Property Tax Collection Procedures—Recognized Obligation Payment Schedule.” The Agency has filed each Recognized Obligation Payment Schedule on or before the applicable statutory deadline.

In the event that the Agency were to fail to file a Recognized Obligation Payment Schedule with respect to a fiscal year, the availability of Tax Revenues to the Agency could be adversely affected for such period. In the event that a successor agency fails to submit to the DOF an oversight board-approved Recognized Obligation Payment Schedule complying with the provisions of the Dissolution Act within five business days of the date upon which the Recognized Obligation Payment Schedule is to be used to determine the amount of property tax allocations, the DOF may determine if any amount should be withheld by the applicable county auditor-controller for payments for enforceable obligations from distribution to taxing entities pursuant to clause (iv) below, pending approval of a Recognized Obligation Payment Schedule. Upon notice provided by the DOF to the county auditor-controller of an amount to be withheld from allocations to taxing entities, the county auditor-controller must distribute to taxing entities any moneys in the Redevelopment Property Tax Trust Fund in excess of the withholding amount set forth in the notice, and the county auditor-controller must distribute withheld funds to the successor agency only in accordance with a Recognized Obligation Payment Schedule when and as approved by the DOF.

Typically, under the Redevelopment Property Tax Trust Fund distribution provisions of the Dissolution Act, the county auditor-controller is to distribute funds for each six-month period (after retention of amounts due to county auditor-controllers for administrative fees) in the following order specified in Section 34183 of the Dissolution Act:

(i) First, to each local agency and school entity, to the extent applicable, amounts required for pass-through payments that such entity would have received under provisions of the Redevelopment Law, as those provisions read on January 1, 2011, including pursuant to the Pass-Through Agreements and Statutory Pass-Through Amounts. Pension or State Water Project override revenues that are not pledged to or not needed for debt service on Agency debt will be allocated and paid to the entity that levies the override;

(ii) Second, to the Agency for payments listed in its Recognized Obligation Payment Schedule;

(iii) Third, to the Agency for the administrative cost allowance, as defined in the Dissolution Act; and

(iv) Fourth, the remainder is distributed to the taxing entities in an amount proportionate to such taxing entity's share of property tax revenues in the tax rate area in such Fiscal Year (without adjustment for pass-through obligations).

If the Agency does not submit an Oversight Board-approved Recognized Obligation Payment Schedule within five business days of the date upon which the Recognized Obligation Payment Schedule is to be used to determine the amount of property tax allocations and the DOF does not provide a notice to the County Auditor-Controller to withhold funds from distribution to taxing entities, amounts in the Redevelopment Property Tax Trust Fund for such six-month period would be distributed to taxing entities pursuant to clause (iv) above. However, the Agency has covenanted in the Indenture to comply with all requirements of the Dissolution Act to ensure allocation and payment to it of the Tax Revenues, including without limitation the timely filing of any necessary Recognized Obligation Payment Schedule. See the caption "SECURITY FOR THE 2021 BONDS—Recognized Obligation Payment Schedule."

The Dissolution Act also imposes certain penalties in the event that the Agency does not timely submit a Recognized Obligation Payment Schedule for each fiscal year. Specifically, a Recognized Obligation Payment Schedule must be submitted by the Agency, after approval by the Oversight Board, to the County Administrative Officer, the County Auditor-Controller, the DOF and the State Controller by February 1 in each year with respect to the following Fiscal Year. If the Agency does not submit an Oversight Board-approved Recognized Obligation Payment Schedule by such deadline, the City will be subject to a civil penalty equal to \$10,000 per day for every day that the schedule is not submitted. Additionally, the Agency's administrative cost allowance will be reduced by 25% for any fiscal year for which the Agency does not submit an Oversight Board-approved Recognized Obligation Payment Schedule within 10 days of the February 1 deadline. If the Agency fails to submit a Recognized Obligation Payment Schedule by the February 1 deadline, any creditor of the Agency, the DOF or any affected taxing entity will have standing to, and may request a writ of mandate to, require the Agency to immediately perform this duty. For additional information regarding procedures under the Dissolution Act relating to late Recognized Obligation Payment Schedules and implications thereof on the 2021 Bonds, see the captions "SECURITY FOR THE 2021 BONDS—Recognized Obligation Payment Schedule" and "THE PROJECT AREAS—Historical Residual RPTTF Revenues."

Last and Final Recognized Obligation Payment Schedule

SB 107 amended the Dissolution Act to permit certain successor agencies with limited remaining obligations to submit a Last and Final ROPS for approval by the oversight board and DOF. The Last and Final ROPS must list the remaining enforceable obligations of the successor agency, including the total outstanding obligation amount and a schedule of remaining payments for each enforceable obligation. The Last and Final ROPS shall also establish the maximum amount of Redevelopment Property Tax Trust Funds to be distributed to the successor agency for each remaining fiscal year until all obligations have been fully paid.

Any revenues, interest, and earnings of the successor agency, including proceeds from the disposition of real property, that are not authorized for use pursuant to the approved Last and Final ROPS shall be remitted to the county auditor-controller for distribution to the affected taxing entities. A successor agency shall not

expend more than the amount approved for each enforceable obligation listed on the approved Last and Final ROPS and once the successor agency has received Redevelopment Property Tax Trust Fund moneys equal to the amount of the total outstanding obligations approved in the Last and Final ROPS, the county auditor-controller will not allocate further Redevelopment Property Tax Trust Fund moneys to the successor agency.

Successor agencies may only amend an approved Last and Final ROPS twice. If the Agency prepares and obtains DOF approval of a Last and Final ROPS and subsequently amends the Last and Final ROPS two times, the Agency may be unable to make unexpected or unscheduled reserve deposits or payments due insurers of any parity debt.

The Agency is not currently eligible to submit a Last and Final ROPS because certain of the Agency's payment obligations are not governed by set payment schedules. The Agency therefore has no current plans to seek approval of a Last and Final ROPS.

See the caption "SECURITY FOR THE BONDS—Last and Final Recognized Obligation Payment Schedule" for a discussion of the requirements for a Last and Final Recognized Obligation Payment Schedule and the mechanics for allocation of Redevelopment Property Tax Trust Fund moneys pursuant to an approved Last and Final Recognized Obligation Payment Schedule.

Bankruptcy and Foreclosure

The payment of the property taxes from which Tax Revenues are derived and the ability of the County to foreclose the lien of a delinquent unpaid tax may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights (such as the Soldiers' and Sailors' Relief Act of 1940 discussed below) or by the Redevelopment Laws of the State relating to judicial foreclosure. In addition, the prosecution of a foreclosure action could be delayed due to crowded local court calendars or delays in the legal process. The various legal opinions to be delivered concurrently with the delivery of the 2021 Bonds (including Bond Counsel's approving legal opinions) will be qualified as to the enforceability of the various legal instruments by bankruptcy, insolvency, reorganization, moratorium, or other similar laws affecting creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the liens to become extinguished, bankruptcy of a property owner could result in a delay in prosecuting superior court foreclosure proceedings because federal bankruptcy laws may provide for an automatic stay of foreclosure and sale of tax sale proceedings. Such delay would increase the possibility of delinquent tax installments not being paid in full and thereby increase the likelihood of a delay or default in payment of the principal of and interest on the 2021 Bonds. Moreover, if the value of the subject property is less than the lien of property taxes, such excess could be treated as an unsecured claim by the bankruptcy court. Further, should remedies be exercised under the federal bankruptcy laws, payment of property taxes may be subordinated to bankruptcy law priorities. Thus, certain claims may have priority over property taxes in a bankruptcy proceeding even though they would not outside of a bankruptcy proceeding.

In addition, the United States Bankruptcy Code might prevent moneys on deposit in the Redevelopment Obligation Retirement Fund from being applied to pay interest on the 2021 Bonds and/or to redeem 2021 Bonds if bankruptcy proceedings were brought by or against a landowner and if the court found that any of such landowner had an interest in such moneys within the meaning of Section 541(a)(1) of the United States Bankruptcy Code.

Other laws generally affecting creditors' rights or relating to judicial foreclosure may affect the ability to enforce payment of property taxes or the timing of enforcement thereof. For example, the Soldiers and Sailors Civil Relief Act of 1940 affords protections such as a stay in enforcement of the foreclosure covenant, a six-month period after termination of military service to redeem property sold to enforce the collection of a tax or assessment and a limitation on the interest rate on the delinquent tax or assessment to persons in military

service if a court concludes that the ability to pay such taxes or assessments is materially affected by reason of such service.

As discussed under the caption “PROPERTY TAXATION IN CALIFORNIA—Property Tax Collection Procedures—*Delinquencies*,” the County has not implemented a Teeter Plan with respect to the collection and distribution of taxes and delinquencies in the payment of property taxes could have an adverse effect on the Agency’s ability to make timely debt service payments.

Estimated Revenues

In estimating that Tax Revenues will be sufficient to pay debt service on the 2021 Bonds, the Agency and the Fiscal Consultant have made certain assumptions with regard to present and future assessed valuation in the Project Areas, future tax rates and percentage of taxes collected. The Agency believes these assumptions to be reasonable, but there is no assurance that these assumptions will be realized. To the extent that the assessed valuation and the tax rates are less than expected, the Tax Revenues which are available to pay debt service on the 2021 Bonds will be less than those projected and such reduced Tax Revenues may be insufficient to provide for the payment of principal of, premium (if any) and interest on the Bonds. See the caption “THE PROJECT AREAS—Projected Tax Revenues.”

Hazardous Substances

The presence of hazardous substances on a parcel may result in a reduction in the value of a parcel. In general, the owners and operators of a taxable parcel may be required by law to remedy conditions of the parcel relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or the “Superfund Act,” is the most well-known and widely applicable of these laws, but State and local laws with regard to hazardous substances are also stringent and similar. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) has anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the taxable parcels be affected by a hazardous substance is to reduce the marketability and value of the parcel by the costs of remedying the condition, because the purchaser, upon becoming owner, will become obligated to remedy the condition just as is the seller. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of the property that is realizable upon a delinquency in payment of property taxes and foreclosure to collect the same.

Further, it is possible that liabilities may arise in the future with respect to any of the taxable parcels resulting from the existence, currently, on the parcel of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or may arise in the future resulting from the existence, currently, on the parcel of a substance not presently classified as hazardous but which may in the future be so classified. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling it. All of these possibilities could significantly affect the value of a taxable parcel that is realizable upon efforts to collect delinquent property taxes.

Natural Disasters

The value of the property in the Project Areas in the future can be adversely affected by a variety of additional factors, particularly those which may affect infrastructure and other public improvements and private improvements on property and the continued habitability and enjoyment of such private improvements. Such additional factors include, without limitation, geologic conditions such as earthquakes, topographic conditions such as earth movements, landslides and floods and climatic conditions such as high winds or droughts. In the event that one or more of such conditions occur, such occurrence could cause damages of varying seriousness to the land and improvements and the value of property in the Project Areas could be

diminished in the aftermath of such events. A substantial reduction of the value of such properties and could affect the ability or willingness of the property owners to pay the property taxes. The City has undertaken measures to reduce the risks of property damage from such natural disasters which include building inspection and enforcement of building codes, community education and seismic assessment of new development projects.

Seismic Risks. The City, like most regions in the State of California, is located in an area of seismic activity and, therefore, could be subject to potentially destructive earthquakes. Regionally, the City is influenced by earthquake activity in Southern California, which is part of the North Pacific tectonic plate. The San Andreas Fault system forms the interface boundary between the North Pacific and North American (tectonic) Plates. The full length of this fault system extends from about 800 miles north of San Francisco, south to the Gulf of California. Movement of these tectonic plates results in earthquake activity in Southern California. There are several identified faults within close proximity to or within the boundaries of the Project Areas, including the Southern Segment of the San Andreas Fault that could potentially result in damage to buildings, roads, bridges, and property within the Project Areas in the event of an earthquake.

The occurrence of severe seismic activity in the City could result in substantial damage to property located in the Project Areas, and could lead to successful appeals for reduction of assessed values of such property. Such a reduction of assessed valuations could result in a reduction of the Tax Revenues that secure the 2021 Bonds.

Climate Change. In November 2015, the Mayor of the City signed an official commitment to the Compact of Mayors (now called the Global Covenant of Mayors), a global coalition working to collectively reduce greenhouse gas emissions and enhance resilience to climate change. As part of this commitment, the City is currently developing a Climate Action and Adaptation Plan (“CAAP”). The CAAP will also be used to ensure City compliance with various state and regional mandates. As part of the larger CAAP report process, the City is required to file a report with the State Lands Commission that will estimate the potential future costs of sea level rise within the Tidelands area of the City. The CAAP is intended to provide a framework for creating or updating policies, programs, practices, and incentives for City residents and businesses to reduce the City’s greenhouse gas footprint, and better protect the City community and its physical assets from the impacts of climate change. The CAAP process to date has included the preparation of technical analyses and vulnerability assessments of critical City assets. Currently CAAP development efforts indicate that, in the future, climate-related hazards may impact the City, including sea level rise, flooding and extreme heat. Related impacts could include damage to critical City infrastructure, such as the City’s buildings, and wastewater and transportation systems. The CAAP development process will also include the development of mitigation and adaptation strategies for the City to consider, including reductions of greenhouse gas emissions, strengthening emergency response and disaster recovery planning, and the relocation or elevation of infrastructure, business’ and homes in areas particularly subject to climate impact.

The City is unable to predict whether sea-level rise or other impacts of climate change will occur while the 2021 Bonds are outstanding, and if any such events occur, whether there will be an adverse impact, material or otherwise, on Tax Revenues.

Concerns related to climate change have led to new laws and regulations at the federal and State levels that could have a material adverse effect on the City’s operations and on airlines operating at the Airport. The U.S. Environmental Protection Agency (the “EPA”) has taken steps towards the regulation of greenhouse gas (“GHG”) emissions under existing federal law. Those steps may in turn lead to further regulation of aircraft GHG emissions. On December 14, 2009, the EPA made an “endangerment and cause or contribute finding” under the Clean Air Act, codified at 40 C.F.R.1. In the finding, the EPA determined that the body of scientific evidence supported a finding that six identified GHGs – carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride cause global warming, and that global warming endangers public health and welfare. The EPA also found that GHGs are a pollutant and that GHG emissions from motor vehicles cause or contribute to air pollution. This finding requires that the EPA regulate

emissions of certain GHGs from motor vehicles. The Clean Air Act regulates aircraft emissions under provisions that are parallel to the requirements for motor vehicle emissions. Accordingly, the EPA may elect or be forced by the courts to regulate aircraft emissions as a result of this endangerment finding. While the EPA has not yet taken any action to regulate GHG emissions from aircraft, regulation may still be forthcoming. On July 5, 2011, the U.S. District Court for the District of Columbia issued an order concluding that the EPA has a mandatory obligation under the Clean Air Act to consider whether the greenhouse gas and black carbon emissions of aircraft engines endanger public health and welfare. The EPA is in the process of making its required determinations. The City cannot predict what the EPA's findings will be or what effect they will have on the City or the air traffic at the Airport.

In addition to these regulatory actions, other laws and regulations limiting GHG emissions have been adopted by a number of states, including California, and have been proposed on the federal level. California passed Assembly Bill 32, the California Global Warming Solutions Act of 2006 ("AB 32"), which requires the statewide level of GHGs to be reduced to 1990 levels by 2020. On October 20, 2011, the California Air Resources Board ("CARB") made the final adjustments to its implementation of AB 32: the California cap-and-trade program (the "California Cap-and-Trade Program"). In August 2016, Senate Bill 32 was enacted and extends the California Cap-and-Trade Program and CARB to ensure that California-wide GHG emissions are reduced by at least 40% below the California-wide emissions limit not later than December 31, 2030.

The South Coast Air Quality Management District ("SCAQMD") also imposes rules and regulations specifically targeted to various air pollutants and types of operations such as hydrant fueling, private vehicle fueling, power generators, boilers and the use of various volatile organic chemical containing materials.

The Agency is unable to predict what federal and/or state laws and regulations with respect to GHG emissions will be adopted, or what effects such laws and regulations will have on the Project Areas. The effects, however, could be material

Changes in the Redevelopment Law

There can be no assurance that the State electorate will not at some future time adopt initiatives or that the State Legislature will not enact legislation that will amend the Dissolution Act, the Redevelopment Law or other laws or the Constitution of the State resulting in a reduction of Tax Revenues, which could have an adverse effect on the Agency's ability to pay debt service on the 2021 Bonds.

Investment Risk

Funds held under the Indenture are required to be invested in Permitted Investments as provided under the Indenture. See Appendix B for a summary of the definition of Permitted Investments. The funds and accounts of the Agency, into which a portion of the proceeds of the 2021 Bonds will be deposited and into which Tax Revenues are deposited, may be invested by the Agency in any investment authorized by law. All investments, including the Permitted Investments and those authorized by law from time to time for investments by municipalities, contain a certain degree of risk. Such risks include, but are not limited to, a lower rate of return than expected and loss or delayed receipt of principal.

Further, the Agency cannot predict the effects on the receipt of Tax Revenues if the County or the City were to become insolvent or declare bankruptcy. See Appendix E for information regarding the City's finances. See also the caption "—Bankruptcy and Foreclosure."

Secondary Market

There can be no guarantee that there will be a secondary market for the 2021 Bonds, or, if a secondary market exists, that the 2021 Bonds can be sold for any particular price. Although the Agency has committed to provide certain financial and operating information on an annual basis, there can be no assurance that such

information will be available to Bondowners on a timely basis. See the caption “CONCLUDING INFORMATION—Continuing Disclosure” and Appendix H. Any failure to provide annual financial information, if required, does not give rise to monetary damages but merely an action for specific performance. Occasionally, because of general market conditions or because of adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon the then prevailing circumstances. Such prices could be substantially different from the original purchase price.

No Validation Proceeding Undertaken

Code of Civil Procedure Section 860 authorizes public agencies to institute a process, otherwise known as a “validation proceeding,” for purposes of determining the validity of a resolution or any action taken pursuant thereto. Section 860 authorizes a public agency to institute validation proceedings in cases where another statute authorizes its use. Relevant to the 2021 Bonds, Government Code Section 53511 authorizes a local agency to “bring an action to determine the validity of its bonds, warrants, contracts, obligations or evidences of indebtedness.” Pursuant to Code of Civil Procedure Section 870, a final favorable judgment issued in a validation proceeding shall, notwithstanding any other provision of law, be forever binding and conclusive, as to all matters herein adjudicated or which could have been adjudicated, against all persons: “The judgment shall permanently enjoin the institution by any person of any action or proceeding raising any issue as to which the judgment is binding and conclusive.”

The Agency has not undertaken or endeavored to undertake any validation proceeding in connection with the issuance of the 2021 Bonds. The Agency and Bond Counsel have relied on the provisions of AB 1484 authorizing the issuance of the 2021 Bonds and specifying the related deadline for any challenge to the 2021 Bonds to be brought. Specifically, Section 34177.5(e) of the Dissolution Act provides that notwithstanding any other law, an action to challenge the issuance of bonds (such as the 2021 Bonds), the incurrence of indebtedness, the amendment of an enforceable obligation, or the execution of a financing agreement authorized under Section 34177.5, must be brought within 30 days after the date on which the oversight board approves the resolution of the successor agency approving such financing. Such challenge period expired with respect to the 2021 Bonds and the Oversight Board Resolution on November 19, 2020.

It is possible that the definition of Tax Revenues could be affected by changes in law or judicial decisions relating to the dissolution of redevelopment agencies. The Indenture provides that if, and to the extent, that the applicable property tax revenue provisions of the Dissolution Act are determined by a court in a final judicial decision to be invalid, and in place of any such invalid provisions, then Tax Revenues will include all tax revenues allocated to the payment of indebtedness pursuant to Health & Safety Code Section 33670 or such other section as may be in effect at the time providing for the allocation of tax increment revenues in accordance with Article XVI, Section 16 of the State Constitution. Additionally, any action by a court to invalidate provisions of the Dissolution Act required for the timely payment of principal of, and interest on, the 2021 Bonds could be subject to issues regarding unconstitutional impairment of contracts and unconstitutional taking without just compensation. The Agency believes that the aforementioned considerations would provide some protections against the adverse consequences upon the Agency and the availability of Tax Revenues for the payment of debt service on the 2021 Bonds in the event of successful challenges to the Dissolution Act or portions thereof. However, the Agency provides no assurance that any other lawsuit challenging the Dissolution Act or portions thereof will not result in an outcome that may have a detrimental effect on the Agency’s ability to timely pay debt service on the 2021 Bonds.

IRS Audit of Tax-Exempt Bond Issues

The Internal Revenue Service has initiated an expanded program for the auditing of tax-exempt bond issues, including both random and targeted audits. It is possible that the 2021 Bonds will be selected for audit by the Internal Revenue Service. It is also possible that the market value of the 2021 Bonds might be affected as a result of such an audit of the 2021 Bonds (or by an audit of similar municipal obligations).

Loss of Tax Exemption

As discussed under the caption “TAX MATTERS,” in order to maintain the exclusion from gross income for federal income tax purposes of the interest on the 2021 Bonds, the Agency has covenanted in the not to take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of interest on the 2021 Bonds under Section 103 of the Internal Revenue Code of 1986, as amended. Interest on the 2021 Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date of issuance, as a result of acts or omissions of the Agency subsequent to the issuance of the 2021 Bonds in violation of its covenant with respect to the 2021 Bonds. Should such an event of taxability occur, the 2021 Bonds are not subject to redemption by reason thereof and will remain outstanding until maturity or unless earlier redeemed pursuant to the redemption provisions of the Indenture.

Bonds Are Limited Obligations

Neither the faith and credit nor the taxing power of the Agency (except to the limited extent set forth in the Indenture), the City, the State or any political subdivision thereof is pledged to the payment of the 2021 Bonds. The 2021 Bonds are special obligations of the Agency; and, except as provided in the Indenture, they are payable solely from Tax Revenues. Tax Revenues could be insufficient to pay debt service on the 2021 Bonds as a result of delinquencies in the payment of property taxes or the insufficiency of proceeds derived from the sale of land within the Project Areas following a delinquency in the payment of the applicable property taxes.

As discussed under the caption “PROPERTY TAXATION IN CALIFORNIA—Property Tax Collection Procedures—*Delinquencies*,” the County has not implemented a Teeter Plan with respect to the collection and distribution of taxes and delinquencies in the payment of property taxes could have an adverse effect on the Agency’s ability to make timely debt service payments. The Agency has no obligation to pay debt service on the 2021 Bonds in the event of insufficient Tax Revenues, except to the extent that money is available for such purpose under the Indenture.

Limitations on Remedies

Remedies available to the Owners of the 2021 Bonds may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the 2021 Bonds or to preserve the tax-exempt status of the 2021 Bonds.

Bond Counsel has limited its opinion as to the enforceability of the 2021 Bonds and of the Indenture to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or other similar laws affecting generally the enforcement of creditors’ rights, by equitable principles and by the exercise of judicial discretion. Additionally, the 2021 Bonds are not subject to acceleration in the event of the breach of any covenant or duty under the Indenture. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Owners.

Enforceability of the rights and remedies of the Owners of the 2021 Bonds, and the obligations incurred by the Agency, may become subject to the United States Bankruptcy Code and applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors’ rights generally, now or hereafter in effect, equity principles which may limit the specific enforcement under State law of certain remedies, the exercise by the United States of America of the powers delegated to it by the federal Constitution, the reasonable and necessary exercise, in certain exceptional situations, of the police powers inherent in the sovereignty of the State and its governmental bodies in the interest of serving a significant and legitimate public purpose and the limitations on remedies against governmental entities in the State. See the caption “—Bankruptcy and Foreclosure.”

TAX MATTERS

Federal tax law contains a number of requirements and restrictions which apply to the 2021 Bonds, including investment restrictions, periodic payments of arbitrage profits to the United States, requirements regarding the proper use of bond proceeds and the facilities financed therewith, and certain other matters. The Agency has covenanted to comply with all requirements that must be satisfied in order for the interest on the 2021 Bonds to be excludable from gross income for federal income tax purposes. Failure to comply with certain of such covenants could cause interest on the 2021 Bonds to become includible in gross income for federal income tax purposes retroactively to the date of issuance of the 2021 Bonds.

Subject to the Agency's compliance with the above referenced covenants, under present law, in the opinion of Quint & Thimmig LLP, Larkspur, California, Bond Counsel, interest on the 2021 Bonds is excludable from the gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax.

In rendering its opinion, Bond Counsel will rely upon certifications of the Agency with respect to certain material facts within the Agency's knowledge. Bond Counsel's opinion represents its legal judgment based upon its review of the law and the facts that it deems relevant to render such opinion and is not a guarantee of a result.

Ownership of the 2021 Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, corporations subject to the branch profits tax, financial institutions, certain insurance companies, certain S corporations, individual recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax exempt obligations. Prospective purchasers of the 2021 Bonds should consult their tax advisors as to applicability of any such collateral consequences.

The issue price (the "Issue Price") for the 2021 Bonds is the price at which a substantial amount of the 2021 Bonds is first sold to the public. The Issue Price of the 2021 Bonds may be different from the price set forth, or the price corresponding to the yield set forth, on the inside cover page hereof.

Owners of 2021 Bonds who dispose of 2021 Bonds prior to the stated maturity (whether by sale, redemption or otherwise), purchase 2021 Bonds in the initial public offering, but at a price different from the Issue Price or purchase 2021 Bonds subsequent to the initial public offering should consult their own tax advisors.

If a 2021 Bond is purchased at any time for a price that is less than the 2021 Bond's stated redemption price at maturity, the purchaser will be treated as having purchased a 2021 Bond with market discount subject to the market discount rules of the Code (unless a statutory de minimis rule applies). Accrued market discount is treated as taxable ordinary income and is recognized when a 2021 Bond is disposed of (to the extent such accrued discount does not exceed gain realized) or, at the purchaser's election, as it accrues. The applicability of the market discount rules may adversely affect the liquidity or secondary market price of such 2021 Bond. Purchasers should consult their own tax advisors regarding the potential implications of market discount with respect to the 2021 Bonds.

An investor may purchase a 2021 Bond at a price in excess of its stated principal amount. Such excess is characterized for federal income tax purposes as "bond premium" and must be amortized by an investor on a constant yield basis over the remaining term of the 2021 Bond in a manner that takes into account potential call dates and call prices. An investor cannot deduct amortized bond premium relating to a tax exempt bond. The amortized bond premium is treated as a reduction in the tax exempt interest received. As bond premium is amortized, it reduces the investor's basis in the 2021 Bonds. Investors who purchase a 2021 Bond at a premium should consult their own tax advisors regarding the amortization of bond premium and its

effect on the 2021 Bond's basis for purposes of computing gain or loss in connection with the sale, exchange, redemption or early retirement of the 2021 Bonds.

There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or affect the market value of the 2021 Bonds. For example, legislation has been introduced in the current session of Congress which would, among other things and if enacted, change the income tax rates for individuals and corporations and repeal the federal alternative minimum tax. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the 2021 Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

The Internal Revenue Service (the "Service") has an ongoing program of auditing tax exempt obligations to determine whether, in the view of the Service, interest on such tax exempt obligations is includible in the gross income of the owners thereof for federal income tax purposes. It cannot be predicted whether or not the Service will commence an audit of the 2021 Bonds. If an audit is commenced, under current procedures the Service may treat the Agency as a taxpayer and the 2021 Bond owners may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the 2021 Bonds until the audit is concluded, regardless of the ultimate outcome.

Payments of interest on, and proceeds of the sale, redemption or maturity of, tax exempt obligations, including the 2021 Bonds, are in certain cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any 2021 Bond owner who fails to provide an accurate Form W-9 Request for Taxpayer Identification Number and Certification, or a substantially identical form, or to any 2021 Bond owner who is notified by the Service of a failure to report any interest or dividends required to be shown on federal income tax returns. The reporting and backup withholding requirements do not affect the excludability of such interest from gross income for federal tax purposes.

In the further opinion of Bond Counsel, interest on the 2021 Bonds is exempt from personal income taxation imposed by the State of California.

Ownership of the 2021 Bonds may result in other state and local tax consequences to certain taxpayers. Bond Counsel expresses no opinion regarding any such collateral consequences arising with respect to the 2021 Bonds. Prospective purchasers of the Bonds should consult their tax advisors regarding the applicability of any such state and local taxes.

The complete text of the opinion that Bond Counsel expects to delivery upon the issuance of the 2021 Bonds is set forth in Appendix C.

CONCLUDING INFORMATION

Underwriting

The 2021 Bonds are being purchased by RBC Capital Markets, LLC and Cabrera Capital Markets, LLC (collectively, the "Underwriters") pursuant to a Bond Purchase Agreement. The Underwriters have agreed to purchase the 2021 Bonds at a price of \$_____ (being the aggregate principal amount thereof, [plus/less] an original issue [premium/discount] of \$_____ and less an Underwriters' discount of \$_____). The Bond Purchase Agreement provides that the Underwriters will purchase all of the 2021 Bonds if any are purchased. The obligation to make such purchase is subject to certain terms and conditions set forth in the Bond Purchase Agreement, the approval of certain legal matters by counsel and certain other conditions.

The initial public offering prices stated on the inside front cover page of this Official Statement may be changed from time to time by the Underwriters. The Underwriters may offer and sell the 2021 Bonds to certain dealers (including dealers depositing 2021 Bonds into investment trusts), dealer banks, banks acting as agents and others at prices lower than said public offering prices.

The Underwriters and their respective affiliates are full-service financial institutions engaged in various activities that may include securities trading, commercial and investment banking, municipal advisory, brokerage, and asset management. In the ordinary course of business, the Underwriters and their respective affiliates may actively trade debt and, if applicable, equity securities (or related derivative securities) and provide financial instruments (which may include bank loans, credit support or interest rate swaps). The Underwriters and their respective affiliates may engage in transactions for their own accounts involving the securities and instruments made the subject of this securities offering or other offering of the Agency. The Underwriters and their respective affiliates may make a market in credit default swaps with respect to municipal securities in the future. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and publish independent research views in respect of this securities offering or other offerings of the Agency.

Legal Opinions

The opinion of Quint & Thimmig LLP, Larkspur, California, Bond Counsel, approving the validity of the 2021 Bonds and stating that interest on the 2021 Bonds is excluded from gross income for federal income tax purposes and exempt from California personal income taxes under present State income tax laws will be furnished at the time of issuance of the 2021 Bonds at the expense of the Agency. Compensation for Bond Counsel's services is entirely contingent upon the sale and delivery of the 2021 Bonds.

A copy of the proposed form of Bond Counsel's final approving opinion with respect to the 2021 Bonds is attached hereto as Appendix C. The legal opinion is only as to legality and are not intended to be nor are they to be interpreted or relied upon as a disclosure document or an express or implied recommendation as to the investment quality of the 2021 Bonds.

In addition, certain legal matters will be passed on for the Agency by Stradling Yocca Carlson & Rauth, a professional corporation, Newport Beach, California, as Disclosure Counsel to the Agency, for the Underwriters by Nixon Peabody LLP, Los Angeles, California, as Underwriters' Counsel, for the Agency by the City Attorney of the City, as counsel to the Agency, and for the Trustee by its counsel.

Litigation

There is no action, suit or proceeding known to the Agency to be pending and notice of which has been served upon and received by the Agency, or known by the Agency to be threatened, restraining or enjoining the execution or delivery of the 2021 Bonds or the Indenture or in any way contesting or affecting the validity of the foregoing or any proceedings of the Agency taken with respect to any of the foregoing.

Legality for Investment in California

The Redevelopment Law provides that obligations authorized and issued under the Redevelopment Law will be legal investments for all banks, trust companies and savings banks, insurance companies, and various other financial institutions, as well as for trust funds. The 2021 Bonds are also authorized security for public deposits under the Redevelopment Law.

The State Superintendent of Banks has previously ruled that obligations of a redevelopment agency are eligible for savings bank investment in California.

Rating

S&P has assigned an underlying rating of “____” to the 2021 Bonds. There is no assurance that the credit rating given to the 2021 Bonds will be maintained for any period of time or that the rating may not be lowered or withdrawn entirely by S&P if, in the judgment of S&P, circumstances so warrant. Any downward revision or withdrawal of such rating may have an adverse effect on the market price of the 2021 Bonds. Such rating reflects only the view of S&P and an explanation of the significance of such ratings may be obtained from S&P.

Continuing Disclosure

The Agency has covenanted in a Continuing Disclosure Certificate (the “Continuing Disclosure Certificate”) for the benefit of the holders and Beneficial Owners of the 2021 Bonds to provide certain financial information and operating data relating to the Agency by 180 days following the end of the Agency’s fiscal year (currently its fiscal year ends on September 30) (the “Annual Report”), commencing with the report for fiscal year ending September 30, 2020, and to provide notices of the occurrence of certain enumerated events. The County will serve as Dissemination Agent pursuant to the Continuing Disclosure Certificate, and, as described in Appendix H, will prepare the Annual Reports.

The Annual Report and the notices of enumerated events will be filed by the Agency with the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access System for municipal securities disclosures, maintained on the Internet at <http://emma.msrb.org/>. The specific nature of the information to be contained in the Annual Report and the notices of enumerated events are set forth in Appendix G. These covenants have been made in order to assist the Underwriter in complying with Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934 (“Rule 15c2-12”).

The Continuing Disclosure Certificate will inure solely to the benefit of any Dissemination Agent, the Underwriters and Owners or Beneficial Owners from time to time of the 2021 Bonds. A default under the Continuing Disclosure Certificate is not a default under the Indenture and the sole remedy following a default is an action to compel specific performance by the Agency with the terms of the Continuing Disclosure Certificate.

In the past five years, the Agency has not failed to comply in all material respects with any previous undertakings with regard to Rule 15c2-12 to provide annual reports or notices of enumerated events.

Miscellaneous

All of the preceding summaries of the Indenture, the Refunding Law, the Dissolution Act, the Redevelopment Law, other applicable legislation, the Redevelopment Plans for the Project Areas, agreements and other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the Agency for further information in connection therewith.

This Official Statement does not constitute a contract with the purchasers or owners of the 2021 Bonds. Any statements made in this Official Statement involving matters of opinion or estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized.

The execution and delivery of this Official Statement by the Director of Development Services of the City has been duly authorized by the Agency.

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

By: _____
Director of Development Services of the City of Long
Beach

APPENDIX A
FISCAL CONSULTANT'S REPORT

APPENDIX B

SUMMARY OF THE INDENTURE

The following is a brief summary of certain provisions of the Indenture of Trust, as supplemented by the First Supplemental Indenture of Trust (collectively, the "Indenture") authorizing the 2021 Bonds that are not otherwise described in the text of this Official Statement. Such summary is not intended to be definitive, and reference is made to the actual Indenture (copies of which may be obtained from the Agency) for the complete terms thereof.

[TO COME FROM BOND COUNSEL]

APPENDIX C

FORM OF BOND COUNSEL OPINION

Upon issuance of the 2021 Bonds, Quint & Thimmig LLP, Bond Counsel, proposes to render its final approving opinion in substantially the following form:

February __, 2021

Successor Agency to the Redevelopment
Agency of the City of Long Beach
411 West Ocean Boulevard
Long Beach, California 90802

OPINION: \$_____ Successor Agency to the Redevelopment Agency of the City of Long
Beach Tax Allocation Refunding Bonds, Series 2021

Members of the Successor Agency:

We have acted as bond counsel to the Successor Agency to the Redevelopment Agency of the City of Long Beach (the "Successor Agency") in connection with the issuance of its \$_____ Successor Agency to the Redevelopment Agency of the City of Long Beach Tax Allocation Refunding Bonds, Series 2021 (the "2021 Bonds"), 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 (collectively, the "Refunding Bond Law"), Resolution No. S.A. 01-2021, adopted by the Successor Agency on September 15, 2020, and an Indenture of Trust, dated as of July 1, 2015, as amended and supplemented by a First Supplemental Indenture of Trust, dated as of February 1, 2021 (together, the "Indenture"), each by and between the Successor Agency and U.S. Bank National Association, as trustee.

In connection with this opinion, we have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon representations of the Successor Agency contained in the Indenture and in the certified proceedings and certifications of public officials and others furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing we are of the opinion, under existing law, as follows:

1. The Successor Agency is duly created and validly existing as a public body, corporate and politic, with the power to enter into the Indenture, perform the agreements on its part contained therein and issue the 2021 Bonds.

2. The Indenture has been duly approved by the Successor Agency and constitutes a valid and binding obligation of the Successor Agency enforceable in accordance with its terms.

3. Pursuant to the Refunding Bond Law, the Indenture creates a valid lien on the funds pledged by the Indenture for the security of the 2021 Bonds on a parity with the pledge thereof for the security of the Series 2015 Bonds and any future Additional Bonds (as such capitalized terms are defined in the Indenture) that may be issued under the Indenture.

4. The 2021 Bonds have been duly authorized, executed and delivered by the Successor Agency and are valid and binding special obligations of the Successor Agency, payable solely from the sources provided therefor in the Indenture.

5. Subject to the Successor Agency's compliance with certain covenants, interest on the 2021 Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not included as an item of tax preference in computing the federal alternative minimum tax under the Internal Revenue Code of 1986, as amended. Failure to comply with certain of such covenants could cause interest on the 2021 Bonds to be includable in gross income for federal income tax purposes retroactively to the date of issuance of the 2021 Bonds.

6. The interest on the 2021 Bonds is exempt from personal income taxation imposed by the State of California.

Ownership of the 2021 Bonds may result in other tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the 2021 Bonds.

The rights of the owners of the 2021 Bonds and the enforceability of the 2021 Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and also may be subject to the exercise of judicial discretion in accordance with general principles of equity.

In rendering this opinion, we have relied upon certifications of the Successor Agency and others with respect to certain material facts. Our opinion represents our legal judgment based upon such review of the law and the facts that we deem relevant to render our opinion and is not a guarantee of a result. This opinion is given as of the date hereof and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Respectfully submitted,

APPENDIX D

BOOK-ENTRY ONLY SYSTEM

The information in this Appendix concerning The Depository Trust Company ("DTC"), New York, New York, and DTC's book-entry system has been obtained from DTC and the Agency takes no responsibility for the completeness or accuracy thereof. The Agency cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the 2021 Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the 2021 Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the 2021 Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the 2021 Bonds. The 2021 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the 2021 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2021 Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2021 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the 2021 Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an

authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2021 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2021 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the 2021 Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the 2021 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the 2021 Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Agency as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium (if any), and interest payments on the 2021 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Agency or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Agency, subject to any statutory or regulatory requirements as may be in effect from time to time. Principal, premium (if any), and interest payments with respect to the 2021 Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Agency or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2021 Bonds at any time by giving reasonable notice to the Agency or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, certificates representing the 2021 Bonds are required to be printed and delivered.

The Agency may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, representing the 2021 Bonds will be printed and delivered to DTC in accordance with the provisions of the Indenture.

The information in this Appendix concerning DTC and DTC's book-entry system has been obtained from sources that the Agency believes to be reliable, but the Agency takes no responsibility for the accuracy thereof.

APPENDIX E

**COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR
FISCAL YEAR ENDED SEPTEMBER 30, 2019**

APPENDIX F
STATE DEPARTMENT OF FINANCE LETTER

APPENDIX G

FORM OF CONTINUING DISCLOSURE CERTIFICATE

Upon the issuance of the 2021 Bonds, the Agency proposes to enter into a Continuing Disclosure Certificate in substantially the following form:

[TO BE INSERTED BY DISCLOSURE COUNSEL]

APPENDIX H

SUPPLEMENTAL INFORMATION—THE CITY OF LONG BEACH

The following information relating to the City of Long Beach (the “City”) and the County of Los Angeles, California (the “County”) is supplied solely for purposes of information. Neither the City nor the County is obligated in any manner to pay principal of or interest on the 2021 Bonds or to cure any delinquency or default on the 2021 Bonds. The 2021 Bonds are payable solely from the sources described in the Official Statement. The Agency makes no representation as to the accuracy of the information set forth in this Appendix.

The Agency has not independently verified the information set forth in this Appendix G and while this information is believed to be reliable, it is not guaranteed as to accuracy by the Agency. Certain information relating to employment, income and taxable transactions to be released for 2020 can be expected to be materially different from the historical figures set forth in this Appendix H. See “RISK FACTORS—COVID-19 (Coronavirus) Pandemic” in the Official Statement.

Population

The following table offers population figures for the City, the County and the State for 2016 through 2020.

<i>Area</i>	<i>2016</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>	<i>2020</i>
City of Long Beach	475,080	475,549	474,843	472,802	472,217
County of Los Angeles	10,185,851	10,226,920	10,254,658	10,253,716	10,172,951
State of California	39,214,803	39,504,609	39,740,508	39,927,315	39,782,870

Source: California State Department of Finance, Demographic Research Unit. 2010 Census Benchmark.

Building Activity

The following tables provide summaries of the building permit valuations and the number of new dwelling units authorized in the City and County from 2015 through 2019.

BUILDING PERMIT VALUATIONS City of Long Beach 2015-2019

	<i>2015</i>	<i>2016</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>
Valuation (\$000):					
Residential	\$ 378,985	\$ 846,899	\$ 609,103	\$ 1,297,686	\$ 225,891
Non-residential	<u>438,110</u>	<u>1,682,280</u>	<u>1,034,600</u>	<u>101,968</u>	<u>1,234,212</u>
Total*	\$ 817,095	\$ 2,529,179	\$ 1,643,703	\$ 1,399,654	\$ 1,460,103
Residential Units:					
Single family	20	20	104	128	100
Multiple family	<u>132</u>	<u>100</u>	<u>1,116</u>	<u>73</u>	<u>1,061</u>
Total	152	126	1,220	201	1,161

* Totals may not add to sums because of rounding.

Source: Construction Industry Research Board.

BUILDING PERMIT VALUATIONS
County of Los Angeles
2015-2019

	<i>2015</i>	<i>2016</i>	<i>2017</i>	<i>2018</i>	<i>2019</i>
Valuation (\$000):					
Residential	6,383,036	6,575,607	7,368,352	7,441,001	6,554,315
Non-residential	<u>5,645,372</u>	<u>5,287,623</u>	<u>6,037,502</u>	<u>6,694,097</u>	<u>6,589,601</u>
Total*	12,028,408	11,863,230	13,405,854	14,135,098	13,143,916
Residential Units:					
Single family	4,487	4,780	5,456	6,070	5,738
Multiple family	<u>18,405</u>	<u>15,589</u>	<u>17,023</u>	<u>17,152</u>	<u>15,884</u>
Total	22,892	20,369	22,479	23,222	21,622

* Totals may not add to sums because of rounding.

Source: Construction Industry Research Board.

Employment

The following tables show the largest employers located in the City as of fiscal year 2019.

LARGEST EMPLOYERS
City of Long Beach
2019

<i>Rank</i>	<i>Name of Business</i>	<i>Employees</i>	<i>Type of Business</i>
1.	Long Beach Unified School District	12,825	School District
2.	City of Long Beach	5,476	Government
3.	Long Beach Memorial Medical Center	5,106	Medical Center
4.	California State University Long Beach (CSULB)	3,962	University
5.	Veteran Affairs Medical Center	3,040	Medical Center
6.	Long Beach City College	2,670	City College
7.	Molina Healthcare Inc.	1,967	Healthcare
8.	St. Mary Medical Center	1,570	Medical Center
9.	CSULB Research Foundation	1,524	
10.	The Boeing Company	1,202	

Source: City of Long Beach Comprehensive Annual Financial Report for the year ending September 30, 2019.

Employment and Industry

Employment data by industry is not separately reported on an annual basis for the City but is compiled for the Los Angeles-Long Beach-Glendale Metropolitan Statistical Area (the "MSA"). The following table represents the Annual Average Labor Force and Industry Employment for the County for the period from 2015 through 2019.

LOS ANGELES LONG BEACH GLENDALE MSA INDUSTRY EMPLOYMENT & LABOR FORCE - BY ANNUAL AVERAGE

	2015	2016	2017	2018	2019
Civilian Labor Force	4,989,800	5,041,400	5,096,500	5,136,300	5,121,600
Civilian Employment	4,659,700	4,776,700	4,853,800	4,896,500	4,894,300
Civilian Unemployment	330,100	264,800	242,700	239,800	227,300
Civilian Unemployment Rate	6.6%	5.3%	4.8%	4.7%	4.4%
 Total Farm	 5,000	 5,300	 5,700	 4,600	 4,500
Total Nonfarm	4,288,500	4,397,700	4,451,000	4,518,100	4,566,900
Total Private	3,720,000	3,821,000	3,864,900	3,927,500	3,972,700
Goods Producing	497,300	497,300	489,800	489,400	490,500
Mining and Logging	2,900	2,400	2,000	1,900	1,900
Construction	126,100	134,000	138,700	146,300	149,300
Manufacturing	368,200	360,800	349,000	341,200	339,200
Service Providing	3,791,200	3,900,400	3,961,200	4,028,700	4,076,500
Trade, Transportation and Utilities	822,200	835,600	845,700	851,600	851,500
Wholesale Trade	222,400	222,100	221,500	223,200	220,500
Retail Trade	422,200	424,600	426,100	424,800	417,300
Transportation, Warehousing and Utilities	165,500	177,000	186,700	192,100	201,800
Information	207,600	229,400	214,900	216,400	217,300
Financial Activities	215,600	219,800	221,600	223,200	223,900
Professional and Business Services	593,800	603,000	612,100	630,400	642,800
Educational and Health Services	745,900	772,700	800,600	821,300	843,600
Leisure and Hospitality	486,600	510,000	524,600	536,500	544,700
Other Services	151,000	153,300	155,700	158,800	158,400
Government	568,500	576,700	586,100	590,600	594,200
Total, All Industries	4,290,700	4,399,900	4,454,000	4,514,900	4,290,700

Note: Does not include proprietors, self-employed, unpaid volunteers or family workers, domestic workers in households and persons involved in labor-management trade disputes. Employment reported by place of work. Items may not add to total due to independent rounding. The "Total, All Industries" data is not directly comparable to the employment data found in this Appendix G.

Source: State of California, Employment Development Department, March 2018 Benchmark.

The following table summarizes the labor force, employment and unemployment figures for the period from 2015 through 2019 for the City, the County, the State and the nation as a whole.

**CITY OF LONG BEACH,
COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA AND UNITED STATES
Average Annual Civilian Labor Force, Employment and Unemployment**

<i>Year and Area</i>	<i>Labor Force</i>	<i>Employment⁽¹⁾</i>	<i>Unemployment⁽²⁾</i>	<i>Unemployment Rate (%)⁽³⁾</i>
2015				
City of Long Beach	236,400	219,200	17,100	7.2%
County of Los Angeles	4,989,800	4,659,700	330,100	6.6
State of California	18,851,100	17,681,800	1,169,200	6.2
United States ⁽⁴⁾	157,130,000	148,834,000	8,296,000	5.3
2016				
City of Long Beach	238,500	227,300	11,300	4.7%
County of Los Angeles	5,041,400	4,776,700	264,800	5.3
State of California	19,044,500	18,002,800	1,041,700	5.5
United States ⁽⁴⁾	159,187,000	151,436,000	7,751,000	4.9
2017				
City of Long Beach	237,700	226,100	11,500	4.9%
County of Los Angeles	5,096,500	4,853,800	242,700	4.8
State of California	19,205,300	18,285,500	919,800	4.8
United States ⁽⁴⁾	160,320,000	153,337,000	6,982,000	4.4
2018				
City of Long Beach	238,500	227,300	11,300	4.7%
County of Los Angeles	5,136,300	4,896,500	239,800	4.7
State of California	19,398,200	18,582,800	815,400	4.2
United States ⁽⁴⁾	162,075,000	155,761,000	6,314,000	3.9
2019				
City of Long Beach	239,800	228,900	10,900	4.6%
County of Los Angeles	5,121,600	4,894,300	227,300	4.4
State of California	19,408,300	18,623,900	784,400	4.0
United States ⁽⁴⁾	163,539,000	157,538,000	6,001,000	3.7

⁽¹⁾ Includes persons involved in labor-management trade disputes.

⁽²⁾ Includes all persons without jobs who are actively seeking work.

⁽³⁾ The unemployment rate is computed from unrounded data; therefore, it may differ from rates computed from rounded figures in this table.

⁽⁴⁾ Not strictly comparable with data for prior years.

Source: California Employment Development Department, March 2018 Benchmark and U.S. Department of Labor, Bureau of Labor Statistics.

Personal Income

Personal Income is the income that is received by all persons from all sources. Personal Income is calculated as the sum of wage and salary disbursements, supplements to wages and salaries, proprietors' income with inventory valuation and capital consumption adjustments, rental income of persons with capital consumption adjustment, personal dividend income, personal interest income, and personal current transfer receipts, less contributions for government social insurance.

The personal income of an area is the income that is received by, or on behalf of, all the individuals who live in the area; therefore, the estimates of personal income are presented by the place of residence of the income recipients.

The following tables show the personal income and per capita personal income for the County, the State and United States from 2011 through 2019.

PERSONAL INCOME
County of Los Angeles, State of California, and United States
2011-2019

<i>Year</i>	<i>County of Los Angeles</i>	<i>California</i>	<i>United States</i>
2011	\$458,957,708	\$1,737,940,000	\$13,315,478,000
2012	492,050,220	1,852,397,500	13,998,383,000
2013	491,228,472	1,886,379,100	14,175,503,000
2014	524,856,923	2,021,038,500	14,982,715,000
2015	560,086,671	2,171,947,400	15,709,242,000
2016	578,154,382	2,263,889,800	16,111,636,000
2017	597,597,564	2,370,112,400	16,870,106,000
2018	628,080,732	2,514,129,300	17,813,035,000
2019 ⁽¹⁾	N/A	2,633,925,500	18,760,800,000

⁽¹⁾ County figures not available.

Note: Dollars in Thousands.

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

The following table summarizes per capita personal income for Los Angeles County, California and the United States for 2010-2019. This measure of income is calculated as the personal income of the residents of the area divided by the resident population of the area.

PER CAPITA PERSONAL INCOME⁽¹⁾
Los Angeles County, State of California and the United States
2010-2019

<i>Year</i>	<i>Los Angeles County</i>	<i>California</i>	<i>United States</i>
2010	\$43,597	\$43,634	\$40,546
2011	46,469	46,170	42,735
2012	49,510	48,798	44,599
2013	49,132	49,277	44,851
2014	52,233	52,324	47,058
2015	55,470	55,758	48,978
2016	57,127	57,739	49,870
2017	59,058	60,156	51,885
2018	62,224	63,557	54,446
2019 ⁽²⁾	N/A	66,661	N/A

⁽¹⁾ Per capita personal income is the total personal income divided by the total mid-year population estimates of the U.S. Bureau of the Census. All dollar estimates are in current dollars (not adjusted for inflation).

⁽²⁾ County and United States figures not available.

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

\$[]
**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF
THE CITY OF LONG BEACH
TAX ALLOCATION REFUNDING BONDS, SERIES 2021**

BOND PURCHASE AGREEMENT

[], 2021

Successor Agency to the Redevelopment
Agency of the City of Long Beach
411 W. Ocean Boulevard, 6th Floor
Long Beach, California 90802

Ladies and Gentlemen:

The undersigned, RBC Capital Markets, LLC, on behalf of itself and as representative (the "Representative") of Cabrera Capital Markets, LLC (collectively, the "Underwriters"), hereby offers to enter into the following agreement (this "Purchase Agreement") with the Successor Agency to the Redevelopment Agency of the City of Long Beach (the "Agency"). Upon the acceptance hereof by you, this offer will be binding upon the Agency and the Underwriters. This offer is made subject to (i) the written acceptance hereof by you and (ii) withdrawal by the Underwriters upon written notice delivered to you at any time prior to the acceptance hereof by you.

The Agency acknowledges and agrees that (i) the purchase and sale of the Bonds (as defined below) pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Agency and the Underwriters, and that the Underwriters have financial and other interests that differ from those of the Agency, (ii) in connection with such transaction the Underwriters are not acting as a municipal advisor (within the meaning of Section 15B of The Securities Exchange Act of 1934, as amended), financial advisor or fiduciary to the Agency or any other person or entity and have not assumed a fiduciary responsibility in favor of the Agency with respect to the offering of the Bonds (as defined herein) or the process leading thereto (whether or not the Underwriters have advised or are currently advising the Agency on other matters), (iii) the only obligations the Underwriters have to the Agency with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, (iv) the Underwriters have financial and other interest that differ from those of the Agency and (v) the Agency has consulted with its own legal and other professional advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

The Agency hereby acknowledges receipt from the Underwriters of disclosures required by the Municipal Securities Rulemaking Board ("MSRB") Rule G-17 (as set forth in MSRB Notice 2012-25 (May 7, 2012), relating to disclosures concerning the Underwriters' role in the transaction, disclosures concerning the Underwriters' compensation, conflict disclosures, [if any,] and disclosures concerning complex municipal securities financing[, if any]. The Agency acknowledges that it has engaged KNN Public Finance, LLC (the "Municipal Advisor"), as its

municipal advisor (as defined in Securities and Exchange Commission Rule 15Ba1), and for financial advice purposes, will rely only on the advice of the Municipal Advisor.

Section 1. Purchase and Sale; Establishment of Issue Price. Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriters hereby agree to purchase from the Agency at the Closing Time on the Closing Date (both as defined herein), all and not less than all, of the aggregate principal amount of the Agency's \$[] initial aggregate principal amount Successor Agency to the Redevelopment Agency of the City of Long Beach Tax Allocation Refunding Bonds, Series 2021 (the "Bonds"). The Bonds shall be dated the Closing Date, shall mature on the dates and in the principal amounts, shall bear interest at the rates per annum as shown on Exhibit A hereto, and shall be subject to redemption as provided in the Indenture and the Official Statement (as such terms are defined below). Interest on the Bonds shall be payable on February 1 and August 1 of each year, commencing August 1, 2021. The price at which the Underwriters are to purchase the Bonds shall be \$[] payable in immediately available funds (being the aggregate principal amount thereof, plus original issue premium of \$[], and less an Underwriters' discount of \$[]). (The date of such payment and delivery is referred to herein as the "Closing Date," the hour and date of such delivery and payment is referred to herein as the "Closing Time," and the other actions contemplated hereby to take place at the time of such payment and delivery are sometimes referred to herein as the "Closing").

The Representative, on behalf of the Underwriters, agrees to assist the Agency in establishing the issue price of the Bonds and shall execute and deliver to the Agency at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit F, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Agency and Bond Counsel (as defined herein), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

[Except as otherwise set forth in Exhibit A attached hereto,] the Agency will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Representative shall report to the Agency the price or prices at which it has sold to the public each maturity of Bonds. [If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Representative agrees to promptly report to the Agency the prices at which Bonds of that maturity have been sold by the Underwriters to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until either (i) all Bonds of that maturity have been sold or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Underwriters' reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative, the Agency or Bond Counsel.] For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

The Representative confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative,

(B) to promptly notify the Representative of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Representative shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Representative or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or the dealer and as set forth in the related pricing wires.

The Agency acknowledges that, in making the representation set forth in this section, the Representative will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. The Agency further acknowledges that the Representative, so long as it has complied with its obligations in paragraph (i) first set forth above, shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-

dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

The Underwriters acknowledge that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) “public” means any person other than an underwriter or a related party,

(2) “underwriter” means (A) any person that agrees pursuant to a written contract with the Agency (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

(3) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(4) “sale date” means the date of execution of this Purchase Agreement by both parties.

Section 2. The Bonds. The Bonds will be authorized and issued pursuant to an Indenture of Trust, dated as of July 1, 2015 (the “Original Indenture”), by and between the Agency and U.S. Bank National Association, as trustee (the “Trustee”), as supplemented by a First Supplemental Indenture of Trust, dated as of February 1, 2021 (the “First Supplemental Indenture”, and together with the Original Indenture, the “Indenture”), by and between the Agency and the Trustee. The First Supplemental Indenture was approved by Resolution No. S.A. 01-2020 adopted by the Agency on September 15, 2020 (the “Resolution”), and by Resolution No. OB-03-2020 adopted by the Oversight Board for the Agency on October 20, 2020 (the “Oversight Board Resolution”), and in accordance with Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the “Refunding Law”), and Section 34177.5 of the Health and Safety Code of the State of California (the “State”), as amended.

The Bonds are being issued to refund certain prior obligations of the Redevelopment Agency of the City of Long Beach (the “Prior Bonds”).

The Bonds shall be special obligations of the Agency payable from, and secured by a pledge of, the Tax Revenues (as defined in the Indenture). The Bonds shall be payable and shall be

subject to redemption as provided in the Indenture and shall be as described in the Preliminary Official Statement of the Agency dated [] (which, together with all appendices thereto, is referred to herein as the "Preliminary Official Statement") and the Official Statement of the Agency dated of even date herewith (which, together with all appendices thereto, is referred to herein as the "Official Statement").

The Agency will undertake pursuant to the Indenture and a Continuing Disclosure Certificate, dated the as of February 1, 2021 (the "Continuing Disclosure Certificate") by and between the Agency and the County of Los Angeles Redevelopment Refunding Authority, to provide certain annual information and notices of the occurrence of certain enumerated events. A description of the undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

Concurrently with the issuance of the Bonds, the Agency will enter into a certain Escrow Agreement with U.S. Bank National Association, as escrow agent (the "Escrow Agent") for the Prior Bonds (the "Escrow Agreement").

The Indenture, the Escrow Agreement, the Continuing Disclosure Certificate, and this Purchase Agreement are collectively referred to herein as the "Legal Documents."

Section 3. Offering by the Underwriters. It shall be a condition to the Agency's obligations to sell and to deliver the Bonds to the Underwriters, and to the Underwriters' obligation to purchase, to accept delivery of and to pay for the Bonds that the entire principal amount of the Bonds shall be issued, sold and delivered by the Agency to the Underwriters, and purchased, accepted and paid for by the Underwriters at the Closing. It is understood that the Underwriters propose to offer the Bonds for sale to the public (which may include selected dealers and special purchasers) at the yield as set forth in Exhibit A hereto and on the inside cover page of the Official Statement. Concessions from the public offering price may be allowed to selected dealers and special purchasers. It is understood that the initial public offering price and concessions set forth in the Official Statement may vary after the initial public offering. It is further understood that the Bonds may be offered to the public at prices other than the par value thereof. The Underwriters also reserve the right to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice. The Representative hereby represents that it has the full right, power and authority to enter into this Purchase Agreement on behalf of the Underwriters.

Section 4. Official Statement, Delivery of Other Documents, Use of Documents.

(a) The Agency hereby authorizes the use by the Underwriters of the Preliminary Official Statement and the Official Statement (including any supplements or amendments thereto), the Indenture, the Escrow Agreement and the Continuing Disclosure Certificate and the information therein contained, in connection with the public offering and sale of the Bonds. The Preliminary Official Statement is deemed final by the Agency as of its date and as of the date hereof, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of Rule 15c2-12 promulgated by the U.S. Securities and Exchange Commission under the Securities Exchange Act of 1934 ("Rule 15c2-12"). The Agency has delivered to the Representative a certification to such effect in the form attached hereto as Exhibit E.

(b) The Agency shall deliver to the Underwriters, within seven (7) business days from the date hereof, such number of copies (including in electronic form) of the final Official Statement executed on behalf of and approved for distribution by the Agency as the Underwriters may reasonably request in order for the Underwriters to comply with the rules of the Municipal Securities Rulemaking Board (the "MSRB") and paragraph (b)(4) of Rule 15c2-12.

(c) As soon as practicable following receipt thereof, the Representative shall deliver the Official Statement, and any supplements or amendments thereto, to a nationally recognized municipal securities information repository (currently, the Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the MSRB, at www.emma.msrb.org).

Section 5. Representations, Warranties and Agreements of the Agency. The Agency represents, warrants and agrees as follows:

(a) The Agency is a public entity duly existing under the Constitution and laws of the State of California, including the Dissolution Act as defined in the Indenture.

(b) The Agency has full legal right, power and authority (i) to enter into, execute and deliver the Legal Documents and to execute and deliver the Official Statement; (ii) to sell, issue and deliver the Bonds to the Underwriters under the Dissolution Act and the Refunding Law, as provided in this Purchase Agreement; and (iii) to carry out and consummate the transactions on its part contemplated by the Legal Documents.

(c) By all necessary official action, the Agency has duly authorized and approved the Legal Documents and the Official Statement, has duly authorized and approved the execution and delivery of, and the performance by the Agency of the obligations in connection with the issuance of the Bonds on its part contained in the Indenture and this Purchase Agreement, and the consummation by it of all other transactions on its part contemplated by the Legal Documents in connection with the issuance of the Bonds.

(d) As of the date hereof, to the best of its knowledge, the Agency is not in any material respect in breach of or default under any applicable constitutional provision, law or administrative regulation of any state or of the United States, or any agency or instrumentality of either, or any applicable judgment or decree, or any loan agreement, indenture, bond, note, resolution, agreement (including, without limitation, the Bonds and the Indenture) or other instrument to which the Agency is a party which breach or default has or may have a materially adverse effect on the ability of the Agency to perform its obligations under the Legal Documents, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a default or event of default under any such instrument; and the execution and delivery of the Legal Documents and the Official Statement, and compliance with the provisions on the Agency's part contained in the Legal Documents, will not conflict in any material way with or constitute a material breach of or a material default under any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Agency is a party nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Agency or under the terms of any such law, regulation or instrument, except as provided by the Bonds and the Indenture.

(e) To the best of the Agency's knowledge, except as described in or contemplated by the Preliminary Official Statement and the Official Statement, all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or which would constitute a condition precedent to or the absence of which would materially adversely affect the due performance by, the Agency of its obligations under the Legal Documents or in connection with the issuance of the Bonds as contemplated in this Purchase Agreement or the Indenture have been duly obtained, except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds.

(f) The Indenture, the Continuing Disclosure Certificate, the Escrow Agreement, and the Bonds when issued, will conform to the descriptions thereof contained in the Preliminary Official Statement and the Official Statement under the captions "INTRODUCTORY STATEMENT," "THE REFUNDING PLAN," "THE 2021 BONDS," "SECURITY FOR THE 2021 BONDS," "CONCLUDING INFORMATION – Continuing Disclosure," "APPENDIX B – SUMMARY OF THE INDENTURE" and "APPENDIX H – FORM OF CONTINUING DISCLOSURE CERTIFICATE."

(g) The Bonds, when issued, authenticated and delivered in accordance with the Indenture will be validly issued and outstanding obligations of the Agency, entitled to the benefits of the Indenture, and upon such issuance and delivery, the Indenture will provide, for the benefit of the owners from time to time of the Bonds, the legally valid and binding pledge of, lien on, and security interest the Indenture purports to create.

(h) Except as disclosed in the Preliminary Official Statement and the Official Statement, as of the date hereof, there is no action, suit, proceeding, inquiry or investigation, notice of which has been served on the Agency, at law or in equity before or by any court, government agency, public board or body, pending or to the best knowledge of the officer of the Agency executing this Purchase Agreement, threatened against the Agency, affecting the existence of the Agency or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or the pledge and lien on the Tax Revenues or any other monies pledged to the payment of the Bonds pursuant to the Indenture, or contesting or affecting as to the Agency the validity or enforceability of the Dissolution Act, the Bonds, or the Legal Documents or contesting the State or federal tax-exempt status of interest on the Bonds, or contesting the completeness or accuracy of the Preliminary Official Statement or the Official Statement, or contesting the powers of the Agency for the issuance of the Bonds, or the execution and delivery or adoption by the Agency of the Resolution and the Legal Documents, or in any way contesting or challenging the consummation of the transactions contemplated hereby or thereby or challenging the rights of the Agency to receive Tax Revenues pledged to the payment of the Bonds; nor, to the best knowledge of the Agency, is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity of the Dissolution Act or the Refunding Law, the issuance of the Bonds, or the authorization, execution, delivery or performance by the Agency of the Bonds or the Legal Documents.

(i) As of the time of acceptance hereof and as of the Closing Date, the Agency is in compliance with the terms of the Original Indenture, and no Event of Default thereunder has

occurred; and the Agency is in compliance with the requirements for the issuance of Parity Debt pursuant to Sections 4.01 and 4.02 of the Original Indenture.

(j) As of the time of acceptance hereof and as of the Closing Date, the Agency has complied with the filing requirements of the Dissolution Act, including, without limitation, the filing of all Recognized Obligation Payment Schedules as required by the Dissolution Act.

(k) The Agency will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request in order (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate, (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the Agency shall not be required to execute a general or special consent to service of process or qualify to do business in connection with any such qualification or determination in any jurisdiction, and provided, further, that the Underwriters shall bear all costs in connection with the Agency's action under (i) and (ii) herein, and (iii) assure or maintain the State and federal tax-exempt status of the interest on the Bonds.

(l) As of the time of acceptance hereof and as of the Closing Date, the Agency does not and will not have outstanding any indebtedness (other than the Senior Bonds, the Series 2015 Bonds, and as otherwise disclosed in the Preliminary Official Statement and the Official Statement), which indebtedness is secured by a lien on the Tax Revenues of the Agency superior to or on a parity with the lien of the Indenture on the Tax Revenues.

(m) As of the date of the Preliminary Official Statement, the descriptions in the Preliminary Official Statement pertaining to the Agency, the Project Areas, the Bonds, and the Legal Documents do not, except for the omission of certain information permitted to be omitted in accordance with Rule 15c2-12, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(n) At the time of the Agency's acceptance hereof, and (unless an event occurs of the nature described in paragraph (o) of this Section 5) at all times subsequent thereto up to and including the Closing Date, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(o) If the Official Statement is supplemented or amended pursuant to paragraph (o) of this Section 5, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(p) If between the date of this Purchase Agreement and that date which is twenty-five (25) days after the end of the underwriting period (as determined in accordance with Section 13 hereof) any event known to the Agency shall occur affecting the Agency which might adversely affect the marketability of the Bonds or the market prices thereof, or which might cause the Official

Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Agency shall notify the Representative thereof and confer with the Representative and the Agency will at its expense prepare and furnish to the Representative a reasonable number of copies of such supplement to, or amendment of, the Official Statement in a form and in a manner approved by the Representative.

(q) The Agency will refrain from taking any action, or permitting any action to be taken, with regard to which the Agency may exercise control, that results in the loss of the State or federal tax-exempt status of the interest on the Bonds.

(r) Any certificate signed by any officer of the Agency authorized to do so pursuant to the Resolution and delivered to the Representative pursuant to the Legal Documents or any document contemplated thereby shall be deemed a representation and warranty by the Agency to the Underwriters as to the statements made therein.

(s) The Agency will cause the proceeds from the sale of the Bonds to be used for the purposes specified in the First Supplemental Indenture, the Preliminary Official Statement, and the Official Statement. So long as any of the Bonds are outstanding and except as may be authorized by the Indenture, the Agency will not issue or sell any bonds or other obligations, other than the Bonds sold hereby, the interest on and premium, if any, or principal of which will be payable from the Tax Revenues on a basis that is senior to or on a parity with the Bonds.

(t) The Agency shall honor all other covenants on its part contained in the Indenture.

(u) At or prior to the Closing, the Agency shall have duly authorized, executed and delivered the Continuing Disclosure Certificate substantially in the form presented as Appendix H to the Official Statement.

(v) The Department of Finance of the State (the "Department of Finance") has issued a letter approving the issuance of the Bonds. No further Department of Finance approval or consent is required for the issuance of the Bonds or the consummation of the transactions described in the Official Statement. [The Agency has received a "finding of completion" issued by the Department of Finance pursuant to Health and Safety Code Section 34179.7.]

(w) The financial statements of, and other financial information regarding the Agency, in the Preliminary Official Statement and the Official Statement fairly present the financial position and results of the Agency as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Agency that was not disclosed in the Preliminary Official Statement and the Official Statement. The Agency is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Agency, would have a materially adverse effect on the financial condition of the Agency.

Section 6. Closing. At 8:00 a.m., California time, on [____], 2021, or on such earlier date or other time or as soon thereafter as practicable, as may be mutually agreed upon by the Agency and the Representative, the Agency will deliver, or the Agency will cause the Trustee to deliver on behalf of the Agency, to or at the direction of the Representative, the Bonds, in

definitive form duly executed by the Agency, subject to the terms and conditions hereof and together with the other documents hereinafter mentioned at the offices of Quint & Thimmig LLP ("Bond Counsel"), in Larkspur, California or another place to be mutually agreed upon by the Agency and the Representative. The Underwriters will accept such delivery and will pay the purchase price of the Bonds as set forth in Section 1 hereof by delivering immediately available funds in the amount of such purchase price to the Trustee. The Bonds shall be prepared in book-entry form and registered in the name of Cede & Co. at the direction of the Representative.

Section 7. Closing Conditions. The Underwriters have entered into this Purchase Agreement in reliance upon the representations and warranties of the Agency contained herein, and in reliance upon the representations and warranties to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Agency of its obligations hereunder, both as of the date hereof and as of the Closing Date. Accordingly, the Underwriters' obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Agency of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The representations and warranties of the Agency contained herein shall be true and correct on the date hereof and on and as of the Closing Date, as if made on the Closing Date;

(b) At the Closing Time, the Resolution, the Oversight Board Resolution, the Bonds and the Legal Documents shall be in full force and effect in accordance with their respective terms and shall not have been amended, modified or supplemented and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Representative;

(c) At the Closing Time, all necessary official action of the Agency and of the other parties thereto relating to the validity and legality of the Resolution, the Oversight Board Resolution, the Bonds and the Legal Documents shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect;

(d) Subsequent to the date hereof, and prior to the Closing, there shall not have occurred any change in or affecting particularly the Agency, the Bonds, or the Project Areas, as the foregoing matters are described in the Preliminary Official Statement and the Official Statement, which in the reasonable opinion of the Representative materially impairs the investment quality of the Bonds;

(e) At or prior to the Closing, the Representative shall have received copies of each of the following documents:

(1) The Preliminary Official Statement, the Official Statement and each supplement or amendment, if any, thereto, executed by an authorized officer of the Agency;

(2) Copies of the Indenture and the Escrow Agreement, executed by the Agency, the Trustee, and the Escrow Agent, as applicable;

(3) A certificate, dated the Closing Date, signed by a duly authorized official of the Agency satisfactory in form and substance to the Representative to the effect that (i) the representations and warranties of the Agency contained herein and in the Legal Documents are true and correct in all material respects on and as of the Closing Date as if made on the Closing Date; (ii) the Agency has complied with all of the terms and conditions of this Purchase Agreement required to be complied with by the Agency at or prior to the Closing Date; (iii) no event affecting the Agency has occurred since the date of the Preliminary Official Statement and the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Preliminary Official Statement and the Official Statement in order to make the statements therein, in light of the circumstances under which they were made, not misleading; and (iv) no further consent is required to be obtained for the inclusion of the City of Long Beach Comprehensive Annual Financial Report, including the accompanying accountant's letter, for Fiscal Year ending September 30, 2019 in the Preliminary Official Statement and Official Statement;

(4) An opinion dated the Closing Date and addressed to the Agency, of Bond Counsel, in substantially the form included as Appendix C to the Official Statement, accompanied by one or more reliance letters from Bond Counsel to the effect that such opinion may be relied upon by the Trustee and the Underwriters with the same effect as if such opinions were addressed to them;

(5) A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Underwriters in substantially the form attached hereto as Exhibit B;

(6) A defeasance opinion of Bond Counsel, dated the Closing Date and addressed to Agency, the trustee for the Prior Bonds and the Representative, substantially to the effect that the lien of the Prior Bonds with respect to the tax increment revenues has been discharged;

(7) A letter, dated the Closing Date and addressed to the Agency and the Representative, of Stradling Yocca Carlson & Rauth, A Professional Corporation, as Disclosure Counsel, in substantially the form attached hereto as Exhibit C;

(8) An opinion, dated the Closing Date and addressed to the Representative and the Insurer, of the General Counsel to the Agency, substantially in the form attached hereto as Exhibit D;

(9) An opinion, dated the Closing Date and addressed to [____], of [____], with respect to the issuance of parity debt as required by Section 4.02(c) of the Original Indenture.

(10) A certificate of the Secretary of the Agency, dated the date of Closing and in form and substance satisfactory to the Representative, to the effect that the Resolution has been duly adopted by the Agency, has not been amended or supplemented, and remains in full force and effect;

(11) A certified copy of the Oversight Board Resolution;

(12) An opinion, dated the Closing Date and addressed to the Agency and the Representative, of the Counsel to the Trustee, in form and substance satisfactory to the Representative;

(13) A copy of the general resolution of the Escrow Agent authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution and delivery of the Escrow Agreement.

(14) A copy of the general resolution of the Trustee authorizing the execution and delivery of certain documents by certain officers of the Trustee, which resolution authorizes the execution and delivery of the Bonds and the Indenture;

(15) A certificate of the Trustee, in form and substance satisfactory to the Agency and the Representative, dated the Closing Date, that as of the Closing Date:

(i) The Trustee and the Escrow Agent (together, the "Bank") is duly organized and existing as a national banking association in good standing under the laws of the United States of America having the full power and authority to enter into and perform their respective duties under the Indenture and the Escrow Agreement and to authenticate and deliver the Bonds to the Underwriters pursuant to the terms of the Indenture;

(ii) The Bank is duly authorized to enter into the Indenture and the Escrow Agreement and to authenticate and deliver the Bonds;

(iii) The Bank has on the Closing Date authenticated and delivered the Bonds and executed and delivered the Indenture and the Escrow Agreement;

(iv) To the best of the knowledge of the Bank, the execution and delivery by the Trustee of the Indenture and by the Escrow Agent of the Escrow Agreement, and compliance with the terms thereof will not, in any material respect, conflict with, or result in a violation or breach of, or constitute a default under, any material agreement or material instrument to which the Bank is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Bank or any of its activities or properties, or (except with respect to the lien of the Indenture) result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Bank; and

(v) To the knowledge of the officer of the Bank signing the certificate, there is no litigation pending or threatened against or affecting the Bank to restrain or enjoin the Trustee's participation in, or in any way contesting the powers of the Trustee with respect to the transactions contemplated by the Bonds, the Indenture and the Escrow Agreement;

(16) An executed copy of the Continuing Disclosure Certificate, substantially in the form presented as Appendix H to the Official Statement;

(17) A certificate of Keyser Marston Associates Inc. (the “Fiscal Consultant”), in form and substance satisfactory to the Agency and the Representative, dated the Closing Date, to the effect that:

(i) In connection with the issuance of the Bonds, the Fiscal Consultant has provided the Agency with a Fiscal Consultant Report (the “Fiscal Consultant Report”) with respect to the Tax Revenues and with certain historical assessed valuation, tax increment and appeal data and projections and other fiscal information provided by the Fiscal Consultant and contained in the Preliminary Official Statement and the Official Statement (“Tax Revenues Data and Projections”)], including without limitation statements and tables attributed to the Fiscal Consultant under the captions “THE PROJECT AREAS” and “SECURITY FOR THE 2021 BONDS.” The Fiscal Consultant has obtained such information from the County of Los Angeles and other sources as the Fiscal Consultant deemed necessary and relevant to generate the Fiscal Consultant Report and to express an informed opinion with respect to the matters discussed in such Fiscal Consultant Report;

(ii) The Fiscal Consultant affirms its consent to the inclusion of such Tax Revenues Data and Projections in the Preliminary Official Statement and the Official Statement and the reproduction of the Fiscal Consultant Report in the appendices of the Preliminary Official Statement and the Official Statement. The Fiscal Consultant Report and the Tax Revenues Data and Projections were fairly and accurately presented in the Preliminary Official Statement and the Official Statement, as of its dated date, and the Agency may rely on the same;

(iii) The Fiscal Consultant has reviewed the Preliminary Official Statement and the Official Statement relating to the Bonds, and nothing has come to the Fiscal Consultant’s attention which would cause Fiscal Consultant to believe that any of the information in the Preliminary Official Statement and the Official Statement that is attributable to the Fiscal Consultant or the Fiscal Consultant Report, as of the date of the Preliminary Official Statement and the Official Statement, was inaccurate in any material respect;

(18) [The Municipal Bond Debt Service Reserve Insurance Policy (the “Reserve Policy”) issued by [] (the “Insurer”);]

(19) An opinion of counsel to the Insurer, dated the date of Closing, addressed to the Agency, the Trustee and the Representative, regarding the Insurer’s valid existence, power and authority, the Insurer’s due authorization and issuance of the Reserve Policy and the enforceability of the Reserve Policy against the Insurer;

(20) A certificate of the Insurer or an opinion of counsel to the Bond Insurer, dated the date of Closing, regarding the accuracy of the information in the Preliminary Official Statement and the Official Statement describing the Insurer and the Reserve Policy;

(21) The opinion of Nixon Peabody LLP, counsel to the Underwriters, dated the date of Closing, addressed to the Representative, in form and substance satisfactory to Representative;

(22) A copy of the letter from the State Department of Finance approving the Oversight Board Resolution approving the issuance of the Bonds;

(23) Evidence of the ratings on the Bonds;

(24) A signature and incumbency certificate of the Agency, dated the Closing Date and signed by an authorized officer of the Agency;

(25) A copy of the notices required to be delivered to the California Debt and Investment Advisory Commission pursuant to Section 8855(g) of the California Government Code;

(26) A copy of the Blanket Issuer Letter of Representation to DTC signed by the Agency;

(27) A certificate of the Municipal Advisor as to [_____].

(28) Such additional legal opinions, certificates, instruments and other documents as Bond Counsel or the Representative may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the Agency's representations and warranties contained herein and of the statements and information contained in the Preliminary Official Statement and the Official Statement and the due performance or satisfaction by the Agency on or prior to the Closing Date of all the agreements then to be performed and conditions then to be satisfied by it.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to Bond Counsel and the Representative. The opinions and certificates presented as Exhibits hereto or as Appendices to the Official Statement shall be deemed satisfactory provided they are substantially in the forms of such exhibits or appendices.

If the Agency shall be unable to satisfy the conditions to the obligation of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Agreement, or if the obligation of the Underwriters to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriters nor the Agency shall be under any further obligation hereunder.

Section 8. Termination. The Underwriters shall have the right to terminate the Underwriters' obligations under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds by notifying the Agency, in writing, of their election to do so, if, after the execution hereof and prior to the Closing:

(a) The United States has become engaged in new hostilities (or an escalation of hostilities) which have resulted in a declaration of war or a national emergency, calamity or crisis, or escalation thereof, affecting the normal operation of the government of, or in the financial community in, the United States of America in a manner that makes it impracticable for the Underwriters, in its reasonable opinion, to market the Bonds or enforce the contracts for sale of the Bonds;

(b) There shall have occurred the declaration of a general banking moratorium by any authority of the United States or the States of New York or California;

(c) An event shall have occurred or been discovered as described in paragraph (o) of Section 5 hereof which, in the reasonable opinion of the Representative, requires the preparation and publication of a supplement or amendment to the Official Statement, and (i) the Agency refuses to prepare and furnish such disclosure material, or supplement or amendment to the Official Statement, or (ii) in the reasonable judgment of the Representative, the occurrence or discovery of such event materially and adversely affect the marketability of the Bonds or render the enforcement of contracts for sale of the Bonds impracticable;

(d) Any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by any governmental body, department or agency in the State of California, or a decision by any court of competent jurisdiction within the State of California shall be rendered which, in the Representative's reasonable opinion, materially adversely affects the market price of the Bonds;

(e) Legislation shall be introduced, by amendment or otherwise, or be enacted by the House of Representatives or the Senate of the Congress of the United States, or a decision by a court of the United States shall be rendered, or a stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made or proposed, to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of any provision of the Securities Act of 1933, as amended and as then in effect, or the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect, or with the purpose or effect of otherwise prohibiting the issuance, offering or sale of the Bonds or obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement;

(f) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange which, in the Representative's reasonable opinion, materially adversely affects the marketability or market price of the Bonds;

(g) The New York Stock Exchange, or other national securities exchange or association or any governmental authority, shall impose as to the Bonds, or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by or the charge to the net capital requirements of broker dealers;

(h) Trading in securities on the New York Stock Exchange or the American Stock Exchange shall have been suspended or limited or minimum prices have been established on

either such exchange which, in the Representative's reasonable opinion, materially adversely affects the marketability or market price of the Bonds;

(i) The withdrawal or downgrading of any rating of the Bonds or other obligations of the Agency by a national rating agency which has materially adversely affected, in the reasonable judgment of the Representative, the marketability of the Bonds or the market prices thereof;

(j) There shall have occurred or any notice shall have been given of any intended downgrade, suspension, withdrawal or negative change in credit watch status by any national credit agency of the Insurer;

(k) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

(l) Any decision of any federal or State of California court or any ruling or regulation (final, temporary or proposed) or official statement on behalf of the United States Treasury Department, the Internal Revenue Service, or other federal or State of California authority materially adversely affecting the State of California or federal tax status of the Bonds or the interest on bonds or notes or obligations of the general character of the Bonds;

(m) Any proceeding shall be pending or threatened by the Securities and Exchange Commission against the Agency; or

(n) Any action shall have been taken by any government in respect of its monetary affairs which, in the reasonable opinion of the Representative, has a material adverse effect on the United States securities market, rendering the marketing and sale of the Bonds, or enforcement of sale contracts with respect thereto impracticable.

(o) There shall have occurred any materially adverse change in the affairs or financial condition of the Agency.

If this Purchase Agreement shall be terminated pursuant to Section 7 or this Section 8 or if the purchase provided for herein is not consummated because any condition to the Underwriters' obligation hereunder is not satisfied or because of any refusal, inability or failure on the part of the Agency to comply with any of the terms or to fulfill any of the conditions of this Purchase Agreement, or if for any reason the Agency shall be unable to perform all of its respective obligations under this Purchase Agreement, the Agency shall not be liable to the Underwriters for damages alleged as loss of anticipated profits arising out of the transactions covered by this Purchase Agreement.

Section 9. Payment of Costs and Expenses.

(a) Subject to Sections 5(j) and 9(b), the Agency shall pay, or reimburse to the Underwriters, all approved costs and expenses incident to the sale and delivery of the Bonds incurred by the Underwriters, including, but not limited to: (i) the fees and expenses of the Agency and its Counsel; (ii) the fees and expenses of Bond Counsel and Disclosure Counsel; (iii) the fees and expenses of the Municipal Advisor, the Fiscal Consultant and any other consultant retained by the Agency with respect to the sale and delivery of the Bonds; (iv) all costs and expenses incurred in

connection with the preparation and printing of the Bonds; (v) all expenses in connection with the preparation, printing, distribution and delivery of the Preliminary Official Statement, the Official Statement and any amendment or supplement thereto; (vi) the fees and expenses of the Trustee and the Escrow Agent, (vii) [the fees and expenses of the Verification Agent], (viii) rating agency fees; and (ix) bond insurance and surety bond or debt service reserve insurance policy premiums, if applicable.

(b) The Underwriters shall pay (and the Agency shall be under no obligation to pay) all expenses incurred by the Underwriters in connection with the public offering and distribution of the Bonds, including but not limited to CDIAC, DTC, MSRB, CUSIP Bureau, California Public Securities Association fees, the cost of preparation of any Blue Sky and Legal Investment Memoranda and all Blue Sky filing fees in connection with the public offering of the Bonds, all advertising expenses in connection with the public offering of the Bonds, and fees and expenses of its counsel. Some or all of the expenses to be paid by the Underwriters may be included as part of the expense component of the underwriting discount or commission or may be reimbursed to the Underwriters as out-of-pocket expenses.

The Agency acknowledges that the Underwriters will pay from the underwriter's expense allocation of the underwriting discount certain fees, including the applicable per bond assessment charged by the California Debt and Investment Advisory Commission. The Agency shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriters which are incidental to implementing this Bond Purchase Agreement and the issuance of the Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs.

(c) The Agency acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

Section 10. Representations, Warranties and Agreements to Survive Delivery. The representations, warranties, agreements and other statements of the Agency, the Representative, and the Underwriters set forth in, or made pursuant to, this Purchase Agreement will remain operative and in full force and effect regardless of any investigation made by or on behalf of the Agency or the Underwriters or any controlling person and will survive delivery of and payment for the Bonds.

Section 11. Notices. Any notice or other communication to be given under this Purchase Agreement may be given by delivering the same in writing:

To the Agency:	Successor Agency to the Redevelopment Agency
	of the City of Long Beach
	411 W. Ocean Boulevard, 6 th Floor
	Long Beach, California 90802
	Attention: City Treasurer

To the Representative: RBC Capital Markets, LLC
777 S. Figueroa Street, Suite 850
Los Angeles, California 90017
Attention: John Solarczyk

Section 12. Parties in Interest. This Purchase Agreement is made solely for the benefit of the Agency and the Underwriters (including the successors or assigns of the Underwriters) and no other person shall acquire or have any right hereunder or by virtue hereof. All of the Agency's representations, warranties and agreements contained in this Purchase Agreement shall remain operative and in full force and effect, regardless of: (i) any investigations made by or on behalf of the Underwriters; (ii) delivery of and payment for the Bonds pursuant to this Purchase Agreement; and (iii) any termination of this Purchase Agreement.

Section 13. Determination of End of the Underwriting Period. For purposes of this Purchase Agreement, the End of the Underwriting Period for the Bonds shall mean the earlier of (a) the day of the Closing unless the Agency has been notified in writing by the Representative, on or prior to the day of the Closing, that the "end of the underwriting period" for the Bonds for all purposes of Rule 15c2-12 will not occur on the day of the Closing, or (b) the date on which notice is given to the Agency by the Representative in accordance with the following sentence. In the event that the Representative has given notice to the Agency pursuant to clause (a) above that the "end of the underwriting period" for the Bonds will not occur on the day of the Closing, the Representative agrees to notify the Agency in writing as soon as practicable following the "end of the underwriting period" for the Bonds for all purposes of the Rule; provided, that the End of the Underwriting Period shall in no event extend beyond 90 days after the Closing.

Section 14. Effectiveness. This Purchase Agreement shall become effective upon the execution hereof by the Representative and of the acceptance hereof by an authorized officer of the Agency, and shall be valid and enforceable at the time of such acceptance.

Section 15. Headings. The headings of the sections of this Purchase Agreement are inserted for convenience only and shall not be deemed to be a part hereof.

Section 16. Governing Law. This Purchase Agreement shall be construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

Section 17. Counterparts. This Purchase Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument.

If the foregoing is in accordance with your understanding of the Purchase Agreement please sign and return to us the enclosed duplicate copies hereof, whereupon it will become a binding agreement between the Agency and the Underwriters in accordance with its terms.

Very truly yours,

**RBC CAPITAL MARKETS, LLC
CABRERA CAPITAL MARKETS, LLC**

**BY: RBC CAPITAL MARKETS, LLC, as
Representative**

By: _____
Authorized Signatory

Accepted:

At _____ p.m. on this ____ day of _____, 2021.

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

By: _____
Authorized Signatory

**[SIGNATURE PAGE SUCCESSOR AGENCY TO THE SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH TAX ALLOCATION
REFUNDING BONDS, SERIES 2021]**

Exhibit A
MATURITY SCHEDULE

\$[]
**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY
OF THE CITY OF LONG BEACH
TAX ALLOCATION REFUNDING BONDS, SERIES 2021**

<u>Maturity (August 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>10% Test Satisfied</u>	<u>10% Test Not Satisfied</u>	<u>Subject to Hold-The- Offering- Price Rule</u>
	\$	%	%			

Exhibit B

Supplemental Opinion of Bond Counsel

_____, 2021

Successor Agency to the Redevelopment Agency
of the City of Long Beach
Long Beach, California

RBC Capital Markets, LLC
Los Angeles, California

Cabrera Capital Markets, LLC
Los Angeles, California

Assured Guaranty Municipal Corp.
New York, New York

SUPPLEMENTAL OPINION: \$_____ Successor Agency to the Redevelopment
Agency of the City of Long Beach Tax Allocation Refunding
Bonds, Series 2021

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Successor Agency to the Redevelopment Agency of the City of Long Beach (the “Successor Agency”) of its \$_____ Successor Agency to the Redevelopment Agency of the City of Long Beach Tax Allocation Refunding Bonds, Series 2021 (the “Bonds”), 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, Resolution No. S.A. 01-2020 adopted by the Successor Agency on September 15, 2020, and an Indenture of Trust, dated as of July 1, 2015, as amended and supplemented by a First Supplemental Indenture of Trust, dated as of _____ 1, 2021 (together, the “Indenture”), each by and between the Successor Agency and U.S. Bank National Association, as trustee. Capitalized terms used and not otherwise defined herein have the meanings given to them in the Bond Purchase Agreement, dated _____, 2021 (the “Purchase Agreement”), by and between the Successor Agency and RBC Capital Markets, LLC on behalf of itself and as representative of Cabrera Capital Markets, LLC.

In connection with this opinion, we have examined the Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate and the Insurance Agreement, dated as of _____, 2021, between the Successor Agency and Assured Guaranty Municipal Corp. (collectively, the “Agreements”), the law and such certified proceedings and other papers as we deem necessary to render this opinion. As to questions of fact material to our opinion, we have

relied upon representations of the Successor Agency contained in the Agreements and in the certified proceedings and certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation.

Based upon the foregoing we are of the opinion, under existing law, that:

1. The Agreements and have been duly authorized, executed and delivered by the Successor Agency, and assuming the valid execution and delivery by the other respective parties thereto, are valid and binding upon the Successor Agency, subject to the laws relating to bankruptcy, insolvency, reorganization of creditors' rights generally and to the application of equitable principles.
2. The Bonds are exempt from registration pursuant to Section 3(a)(2) of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.
3. The statements contained in the Official Statement under the captions "THE 2021 BONDS," "SECURITY FOR THE 2021 BONDS," and "TAX MATTERS," and in APPENDIX B and APPENDIX C thereto, are accurate insofar as such statements purport to expressly summarize certain provisions of the Bonds, the Indenture and our opinion concerning federal tax matters relating to the Bonds.

Respectfully submitted,

Exhibit C

Letter of Stradling Yocca Carlson & Rauth, A Professional Corporation,
Disclosure Counsel

Upon the initial issuance of the Bonds, Stradling Yocca Carlson & Rauth, Disclosure Counsel, proposes to deliver a letter to the Agency and the Representative in substantially the form set forth below:

[Closing Date]

Successor Agency to the Redevelopment Agency of the
City of Long Beach
Long Beach, California

RBC Capital Markets, LLC,
as Representative of the Underwriters
Los Angeles, California

Ladies and Gentlemen:

We have acted as Disclosure Counsel to the Successor Agency to the Redevelopment Agency of the City of Long Beach (the "Issuer") in connection with the issuance and sale by the Issuer of \$_____ Successor Agency to the Redevelopment Agency of the City of Long Beach Tax Allocation Refunding Bonds, Series 2021 (the "Bonds"). The Bonds are being sold pursuant to the Bond Purchase Agreement, dated _____, 2021 (the "Purchase Agreement"), between the Issuer and RBC Capital Markets, LLC (the "Representative"), on behalf of itself and Cabrera Capital Markets, LLC (collectively, the "Underwriters"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Official Statement (defined below).

In rendering the advice contained herein we have examined and relied on originals or copies, certified or otherwise identified to our satisfaction, of (i) the Preliminary Official Statement relating to the Bonds, dated _____, 2021 (the "Preliminary Official Statement"); (ii) the Official Statement relating to the Bonds, dated _____, 2021 (the "Official Statement"); (iii) the Indenture of Trust, dated as of July 1, 2015, between the Issuer and U.S. Bank National Association, as trustee, as supplemented by that certain First Supplemental Indenture of Trust, dated as of _____; (iv) the Continuing Disclosure Certificate, dated as of _____, 20____, by and between the Issuer and the County of Los Angeles Redevelopment Refunding Authority; (v) the Fiscal Consultant Report prepared by Keyser Marston Associates and dated _____, 2020; and (vi) the documents, letters, certificates, and opinions delivered pursuant to the provisions of the Purchase Agreement and otherwise provided on the date hereof. We have assumed, but not independently verified, that the signatures on all documents, letters, opinions and certificates which we have examined are genuine, that all documents submitted to us are authentic and were duly and properly executed by the parties thereto and that all opinions and

representations made in the documents that we have reviewed are true and correct. Our services did not include financial or other non- legal advice. Also, we have relied upon a report prepared by a third party provider regarding the Issuer's compliance with its continuing disclosure undertakings.

We are not passing upon and have not undertaken to determine independently or to verify the accuracy or completeness of the statements contained in the Preliminary Official Statement or the Official Statement and are, therefore, unable to make any representation to you in that regard. Based on our participation in conferences with representatives of the Issuer, the City of Long Beach (the "City"), the City Attorney, acting as counsel to the Issuer, KNN Public Finance, as Municipal Advisor, Quint & Thimmig LLP, as Bond Counsel, the Underwriters, counsel to the Underwriters, and others, during which conferences the content of the Preliminary Official Statement and the Official Statement and related matters were discussed, and, in reliance thereon and on certain documents reviewed by us and on the documents, letters, certificates and opinions described above and our understanding of applicable law, we advise you as a matter of fact, but not opinion, that (i) no information has come to the attention of the attorneys in the firm representing the Issuer which caused us to believe that the Preliminary Official Statement (excluding therefrom any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, the information in Appendix A, B, C, E, F, and G to the Preliminary Official Statement, any information about book-entry or DTC, included therein, or information permitted to be omitted from the Preliminary Official Statement pursuant to Securities and Exchange Commission Rule 15c2-12, as to all of which no opinion is expressed) as of [pricing date] contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (ii) no information has come to the attention of the attorneys in the firm representing the Issuer which caused us to believe that the Official Statement (excluding therefrom any financial, statistical or economic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, the information in Appendix A, B, C, E, F, and G to the Official Statement, or any information about book-entry or DTC, included therein, as to all of which no opinion is expressed) as of its date contained, or as of the date hereof contains, any untrue statement of a material fact or omitted or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. We advise you that, other than reviewing the various certificates and opinions regarding the Preliminary Official Statement and the Official Statement delivered in connection with the issuance of the Bonds, we have not taken any steps since the date of the Official Statement to verify the accuracy of the statements contained in the Preliminary Official Statement as of [pricing date] or the Official Statement as of the date hereof.

By acceptance of this letter you acknowledge that the preceding paragraph is neither a legal opinion nor a guarantee regarding the Preliminary Official Statement or the Official Statement; rather it is a statement of negative assurance regarding factual information that did not come to the attention of attorneys in our firm working on this matter during the limited activities we performed as Disclosure Counsel. Further, in accepting this letter the Issuer recognizes and acknowledges that (i) the scope of those activities performed by us were inherently limited and do not encompass all activities that the Issuer may be responsible to undertake in preparing the Preliminary Official Statement and the Official Statement, (ii) those activities performed by us relied substantially on representations, warranties certifications and opinions made by

representatives of the Issuer and the City and others, and are otherwise subject to the matters set forth in this letter, and (iii) while such statements of negative assurance are customarily given to underwriters of municipal bonds to assist them in discharging their responsibilities under federal securities laws, the responsibilities of the Issuer under those laws may differ from those of underwriters in material respects, and the preceding paragraph may not serve the same purpose or provide the same utility to the Issuer as it would to underwriters.

We call attention to the fact that the foregoing conclusions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether such actions or events are taken (or not taken) or occur (or do not occur), and we expressly disclaim any responsibility to advise you as to events occurring after the date hereof with respect to the Bonds or other matters discussed in the Official Statement.

This letter is furnished by us as Disclosure Counsel to the Issuer. No attorney-client relationship has existed or exists between our firm and the Underwriters in connection with the Bonds or by virtue of this letter. This letter is delivered to you as Representative of the Underwriters, is solely for the benefit of the Underwriters as the underwriters of the Bonds and is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. We express no opinion herein with respect to the validity of the Bonds or the tax treatment of the interest with respect thereto or the compliance with, or applicability of, any "blue sky" laws of any state as they relate to the offer or sale of the Bonds. This letter is not intended to be relied upon by holders of the Bonds. Our engagement with respect to the Bonds terminates as of the date hereof.

Respectfully submitted,

Exhibit D

Opinion of Counsel to the Agency

[Closing Date]

\$[_____]

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

Successor Agency to the Redevelopment Agency
of the City of Long Beach
Lemon Grove, California

RBC Capital Markets, LLC, as Representative
Los Angeles, California

[Insurer]
[_____]

Ladies and Gentlemen:

This opinion is being delivered to you pursuant to Section 7(e)(8) of the Bond Purchase Agreement, dated [_____] , 2021 (the "Purchase Agreement"), by and between the Successor Agency to the Redevelopment Agency of the City of Long Beach (the "Agency") and RBC Capital Markets, LLC, behalf of itself and as representative for Cabrera Capital Markets, LLC. All capitalized terms used but not defined herein have the meanings ascribed to them in the Purchase Agreement. In our capacity as counsel to the Agency in connection with the issuance of the above-captioned bonds (the "Bonds"), we have reviewed the Legal Documents and such other documents, certificates, and records as we have deemed relevant and necessary as the basis for the opinion set forth herein. Relying on such examination and subject to the limitations and qualifications hereinafter set forth, we are of the opinion that:

(1) The Agency is a public entity duly existing under the laws of the State of California, including the Dissolution Act;

(2) Resolution Nos. 01-2020 and [_____] of the Agency approving and authorizing the execution and delivery of the Indenture, this Purchase Agreement and the Escrow Agreement (the "Agency Resolution") were duly adopted at meetings of the Agency which were called and held on September 15, 2020 and [_____] pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Agency Resolution is in full force and effect and has not been modified, amended or rescinded;

(3) There is no litigation, action, suit, proceeding or investigation at law or in equity before or by any court, governmental agency or body, pending and notice of which has been served on and received by the Agency or, to the best of our knowledge, threatened against the Agency, challenging the creation, organization or existence of the Agency, or the validity of the Bonds, the Official Statement, or the Legal Documents or contesting the authority of the Agency to

enter into or perform its obligations under any of the Legal Documents, or which, in any manner, questions the allocation and payment of the Tax Revenues to the Agency and the other security for the Bonds provided by the Indenture; and

(4) To the best of my knowledge, the authorization, execution and delivery of the Legal Documents by the Agency and compliance with the provisions thereof by the Agency of its obligations thereunder, will not conflict with, or constitute a breach or default under, in any material respect, any law, administrative regulation, court decree, resolution, ordinance or other agreement to which the Agency is subject or by which it is bound.

(5) No authorization, approval, consent, or other order of the State of California or any other governmental body within the State of California is required for the valid authorization, execution and delivery of the Legal Documents or the Official Statement by the Agency or the consummation by the Agency of the transactions on its part contemplated therein, except such as have been obtained and except such as may be required under state securities or blue sky laws in connection with the purchase and distribution of the Bonds by the Underwriters.

Very truly yours,

Exhibit E

RULE 15c2-12 CERTIFICATE

The undersigned hereby certifies and represents to RBC Capital Markets, LLC and Cabrera Capital Markets, LLC, as underwriters (collectively, the “Underwriters”), that the undersigned is a duly appointed and acting officer of the Successor Agency to the Redevelopment Agency of the City of Long Beach (the “Agency”), and as such is authorized to execute and deliver this Certificate and further hereby certifies and confirms on behalf of the Agency to the Underwriters as follows:

(1) This Certificate is delivered to enable the Underwriters to comply with Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934 (the “Rule”) in connection with the offering and sale of the Agency’s Tax Allocation Refunding Bonds, Series 2021 (the “Bonds”).

(2) In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement dated [____], setting forth information concerning the Bonds, the Project Areas (as defined therein) and the Agency (the “Preliminary Official Statement”).

(3) As used herein, “Permitted Omissions” shall mean the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.

(4) The Preliminary Official Statement is, except for the Permitted Omissions, deemed final within the meaning of the Rule, and the information therein is accurate and complete in all material respects except for the Permitted Omissions.

IN WITNESS WHEREOF, I have hereunto set my hand as of the ____ day of [____], 2021.

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

By: _____
Authorized Signatory

Exhibit F

FORM OF ISSUE PRICE CERTIFICATE

\$[_____]

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

The undersigned, on behalf of RBC Capital Markets, LLC and as representative of Cabrera Capital Markets, LLC, (collectively, the “Underwriting Group”) hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. [Alternative 1 – All Maturities Use General Rule: Sale of the Bonds. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.][Alternative 2 – Select Maturities Use General Rule: Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.]

2. Initial Offering Price of the [Bonds][Hold-the-Offering-Price Maturities].

(a) [Alternative 1 – All Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group offered the Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.][Alternative 2 – Select Maturities Use Hold-the-Offering-Price Rule: The Underwriting Group offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.]

(b) [Alternative 1 – All Maturities use Hold-the-Offering-Price Rule: As set forth in the Bond Purchase Agreement, the Underwriting Group has agreed in writing that, (i) for each Maturity of the Bonds, they would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period. [Alternative 2 - Select Maturities Use Hold-the-Offering-Price Rule: As set forth in the Bond Purchase Agreement, the members of the Underwriting Group have agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, they would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall

contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. Defined Terms.

[(a) General Rule Maturities means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”]

[(b) Hold-the-Offering-Price Maturities means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”]

[(c) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date ([DATE]), or (ii) the date on which the Underwriting Group sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.]

(d) Issuer means Successor Agency to the Redevelopment Agency of the City of Long Beach.

(e) Maturity means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(f) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter’s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificate as to Arbitrage relating to the Bonds and with respect to compliance with the federal income tax rules affecting the Bonds, and by Quint & Thimmig LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer

from time to time relating to the Bonds. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

RBC CAPITAL MARKETS, LLC

By: _____

Name: _____

Dated: [_____] , 2021