
THIRD SUPPLEMENTAL SENIOR TRUST INDENTURE

by and between

CITY OF LONG BEACH

and

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

Relating to

 \$[PARA]
 City of Long Beach, California
 Senior Airport Revenue Refunding Bonds
 Series 2022A
 (Governmental/Non-AMT)

 \$[PARB]
 City of Long Beach, California
 Senior Airport Revenue Refunding Bonds
 Series 2022B
 (Private Activity/Non-AMT)

 \$[PARC]
 City of Long Beach, California
 Senior Airport Revenue Bonds
 Series 2022C
 (Private Activity/AMT)

Dated as of [•] 1, 2022

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THIRD SUPPLEMENTAL SENIOR TRUST INDENTURE

THIS THIRD SUPPLEMENTAL SENIOR TRUST INDENTURE (this “*Third Supplemental Senior Indenture*”), dated as of [•] 1, 2022, is made by and between the **CITY OF LONG BEACH**, a charter city and municipal corporation organized and existing under the Constitution of the State of California (the “*City*”) and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association organized and existing under the laws of the United States of America, as trustee (the “*Trustee*”), and supplements the Master Senior Trust Indenture, dated as of December 1, 2009 (the “*Master Senior Indenture*”), by and between the City and the Trustee.

WHEREAS, the Master Senior Indenture provides, in Section 2.09 thereof, for the issuance of Bonds (as defined in the Master Senior Indenture) and, in Section 10.02 thereof, for the execution and delivery of Supplemental Senior Indentures (as defined in the Master Senior Indenture) setting forth the terms of such Bonds; and

WHEREAS the City now, for the purpose of providing money to finance and refinance certain capital improvements to the Enterprise (as defined in the Master Senior Indenture) by execution and delivery of this Third Supplemental Senior Indenture and in compliance with the provisions of the Master Senior Indenture, sets forth the terms of its (a) City of Long Beach, California Senior Airport Revenue Refunding Bonds, Series 2022A (Governmental/Non-AMT) (the “*Series 2022A Bonds*”), (b) City of Long Beach, California Senior Airport Revenue Refunding Bonds, Series 2022B (Private Activity/Non-AMT) (the “*Series 2022B Bonds*”), and (c) City of Long Beach, California Senior Airport Revenue Bonds, Series 2022C (Private Activity/AMT) (the “*Series 2022C Bonds*,” and collectively with the Series 2022A Bonds and the Series 2022B Bonds, the “*Series 2022 Bonds*”), provides for the deposit and use of the proceeds of the Series 2022 Bonds and makes other provisions relating to the Series 2022 Bonds; and

WHEREAS, the Series 2022 Bonds are being issued as Bonds as provided in Section 2.09 of the Master Senior Indenture; and

WHEREAS, the Bonds authorized and issued under the provisions of the Master Senior Indenture are secured as provided in the Granting Clause of the Master Senior Indenture; and

WHEREAS, the Granting Clause of the Master Senior Indenture pledges, assigns and grants a lien on and security interest in Net Revenues (as defined in the Master Senior Indenture), among other funds, assets, rights property and interests, to the Trustee for the equal and proportionate benefit and security of all Bonds; and

WHEREAS, pursuant to the Master Senior Indenture, Net Revenues include, for any given period, Revenues (as defined in the Master Senior Indenture) for such period, less the Maintenance and Operation Costs (as defined in the Master Senior Indenture) for such period; and

WHEREAS, Revenues exclude Passenger Facility Charges (as defined in the Master Senior Indenture), unless otherwise designated as “Revenues” under the terms of a Supplemental Senior Indenture; and

WHEREAS, the City previously irrevocably designated pursuant to the Second Supplemental Senior Indenture (as defined herein) a certain amount of Passenger Facility Charges as Revenues and therein set forth the terms and conditions for the use of such Passenger Facility Charges; and

WHEREAS, in order to reaffirm its previous action to designate Passenger Facility Charges as Revenues, the City wishes to again irrevocably designate a certain amount of Passenger Facility Charges as Revenues and to set forth the terms and conditions for the use of such Passenger Facility Charges; and

WHEREAS, pursuant to Section 10.02 of the Master Senior Indenture, the City may, from time to time and at any time, execute and deliver Supplemental Senior Indentures amending the Master Senior Indenture; and

GRANTING CLAUSES

In order to secure the payment of the Series 2022 Bonds, the City hereby pledges, assigns and grants to the Trustee with respect to the Series 2022 Bonds all of the liens, rights, interests and privileges set forth in the Granting Clause of, and elsewhere in, the Master Senior Indenture. To secure further the payment of the Series 2022 Bonds, the City in furtherance of the Senior Indenture hereby pledges and grants to the Trustee a lien on and security interest in and assigns to the Trustee all right, title and interest of the City, except as otherwise provided herein, in and to the Senior Reserve Fund (as defined in the Master Senior Indenture) and all moneys and securities held from time to time therein and, with respect to any Reserve Fund Surety Policy (as defined in the Master Senior Indenture) provided at any time in satisfaction of all or a portion of the Reserve Requirement (as defined in the Master Senior Indenture), all rights, title and interest in such instruments and the proceeds thereof.

In order to further secure the payment of the Series 2022 Bonds, the City hereby pledges, assigns and grants to the Trustee all of the liens, rights, interests and privileges set forth in Article V hereof.

ARTICLE I

DEFINITIONS; INTERPRETATIONS

Section 1.01. Definitions. The following definitions shall apply to terms used in this Third Supplemental Senior Indenture unless the context clearly requires otherwise. Capitalized terms not otherwise defined in this Section 1.01 or elsewhere in this Third Supplemental Senior Indenture shall have the same meanings as set forth in the Master Senior Indenture.

“Authorized Denominations” means \$5,000 principal amount and integral multiples thereof.

“Book-Entry Bonds” means the Series 2022 Bonds held by DTC (or its nominee) as the Bondholder thereof pursuant to the terms and provisions of Section 2.05 hereof.

“*Cede & Co.*” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Series 2022 Bonds.

“*Closing Date*” means [●], 2022.

“*Continuing Disclosure Certificate*” shall mean the continuing disclosure certificate of the City, dated the date of issue of the Series 2022 Bonds, pursuant to which the City shall agree to undertake for the benefit of the Bondholders and the beneficial owners of the Series 2022 Bonds certain ongoing disclosure requirements.

“*Costs of Issuance*” means all costs and expenses incurred by the City in connection with the issuance of the Series 2022 Bonds, including, but not limited to, costs and expenses of printing and copying documents, the preliminary and final official statements and the Series 2022 Bonds, underwriters’ compensation, and the fees, costs and expenses of rating agencies, the Trustee, counsel, accountants, financial advisors, feasibility consultants and other consultants.

“*DTC*” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns.

“*First Supplemental Senior Indenture*” means the First Supplemental Senior Trust Indenture, dated as of December 1, 2009, by and between the City and the Trustee.

“*Interest Payment Date*” means each June 1 and December 1, commencing December 1, 2022, the dates upon which interest on the Series 2022 Bonds becomes due and payable.

“*Master Senior Indenture*” means the Master Senior Trust Indenture, dated as of December 1, 2009, as amended from time to time, by and between the City and the Trustee, under which the Series 2022 Bonds are authorized and secured.

“*Participant*” or “*Participants*” means the participants of DTC which include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations.

“*Paying Agent*” for purposes of this Third Supplemental Senior Indenture, means the Trustee, or any other institution appointed by the City.

“*PFCs*” or “*Passenger Facility Charges*” shall mean “Passenger Facility Charges” as defined in the Master Senior Indenture.

“*PFC Account*” means the Account of such designation established in the Enterprise Fund pursuant to Section 5.03 hereof and into which all Passenger Facility Charges upon receipt by the City shall be set aside and deposited.

“*PFC Act*” means the Aviation Safety and Capacity Expansion Act of 1990 Pub. L. 101-508, Title IX, Subtitle B, Sections 9110 and 9111, and the Wendel H. Ford Aviation Investment and Reform Act for the 21st Century, Pub. L. 106-181, all as amended from time to time, or any other applicable federal law.

“*PFC Approvals*” means a Final Agency Decision of the Federal Aviation Administration, made pursuant to the PFC Act and the PFC Regulations, relating to Passenger Facility Charges imposed by the City, as the same may be issued and amended from time to time.

“*PFC Debt Service Subaccount*” means the subaccount of such designation established in the PFC Account pursuant to Section 5.03 hereof and into which Passenger Facility Charges shall be set aside and deposited as provided in Section 5.03 hereof.

“*PFC Eligible Portion*” means the allocable portion of each Bond the proceeds of which are to be used to finance or refinance PFC Projects, fund an allocable portion of the Senior Reserve Fund (or a Senior Debt Service Reserve Fund, if any, with respect thereto, and pay an allocable portion of the costs of issuance of such Bonds, if any. A portion of the proceeds of the Series 2022A Bonds, a portion of the proceeds of the Series 2022B Bonds and a portion of the proceeds of the Series 2022C Bonds shall be used to finance and refinance PFC Projects, fund a portion of the Senior Reserve Fund with respect thereto, and pay a portion of the Costs of Issuance with respect thereto.

“*PFC Interest Requirement*” means the amount of interest coming due on the next Payment Date with respect to the PFC Eligible Portion of the Bonds, net of any amounts deposited in the PFC Debt Service Subaccount or any Senior Debt Service Fund which are available to pay interest on the PFC Eligible Portion of the Bonds.

“*PFC Principal Requirement*” means the amount of principal coming due on the next Payment Date with respect to the PFC Eligible Portion of the Bonds, net of any amounts deposited in the PFC Debt Service Subaccount or any Senior Debt Service Fund which are available to pay the principal of the PFC Eligible Portion of the Bonds.

“*PFC Projects*” means those projects for which the imposition and use of Passenger Facility Charges have been approved or are expected to be approved by one or more PFC Approvals. A portion of the Series 2022A Projects, a portion of the Series 2022B Projects and a portion of the Series 2022C Projects constitute PFC Projects.

“*PFC Project Subaccount*” means the subaccount of such designation established in the PFC Account pursuant to Section 5.03 hereof and into which Passenger Facility Charges shall be set aside and deposited as provided in Section 5.03 hereof.

“*PFC Regulations*” means Part 158 of the Federal Aviation Regulations (Title 14, Code of Federal Regulations, Part 158), as amended from time to time.

“*PFC Revenues*” means the Passenger Facility Charges that have been irrevocably designated as Revenues by the City pursuant to Section 5.01 hereof or any other Supplemental Senior Indenture.

“*Record Date*” means for a June 1 Interest Payment Date the preceding May 15 and for a December 1 Interest Payment Date the preceding November 15.

“*Refunded Bonds*” means, collectively, the Refunded Series 2009C Bonds, the Refunded Series 2010A Bonds and the Refunded Series 2010B Bonds.

“*Refunded Series 2009C Bonds*” means the Series 2009C Bonds to be current refunded and defeased with a portion of the proceeds of the Series 2022A Bonds, as set forth in Exhibit B attached hereto.

“*Refunded Series 2010A Bonds*” means the Series 2010A Bonds to be current refunded and defeased with a portion of the proceeds of the Series 2022B Bonds, as set forth in Exhibit B attached hereto.

“*Refunded Series 2010B Bonds*” means the Series 2010B Bonds to be current refunded and defeased with a portion of the proceeds of the Series 2022A Bonds, as set forth in Exhibit B attached hereto.

“*Registrar*” for purposes of this Third Supplemental Senior Indenture, means the Trustee.

“*Representation Letter*” means the Blanket Issuer Letter of Representations dated September 27, 1995 from the City to DTC.

“*Second Supplemental Senior Indenture*” means the Second Supplemental Senior Trust Indenture, dated as of November 1, 2010, by and between the City and the Trustee.

“*Series 2009C Bonds*” means \$44,890,000 original aggregate principal amount of Bonds issued under the Master Senior Indenture and the First Supplemental Senior Indenture and designated as “City of Long Beach, California Senior Airport Revenue Bonds Series 2009C.”

“*Series 2009C Redemption Account*” means the Redemption Account of the Series 2009C Senior Debt Service Fund established and maintained by the Trustee under the terms of the First Supplemental Senior Indenture.

“*Series 2009C Senior Debt Service Fund*” means the “City of Long Beach, California Senior Airport Revenue Bonds Series 2009C Senior Debt Service Fund” created in Section 4.01 of the First Supplemental Senior Indenture.

“*Series 2010A Bonds*” means \$48,435,000 original aggregate principal amount of Bonds issued under the Master Senior Indenture and the Second Supplemental Senior Indenture and designated as “City of Long Beach, California Senior Airport Revenue Bonds Series 2010A.”

“*Series 2010A Redemption Account*” means the Redemption Account of the Series 2010A Senior Debt Service Fund established and maintained by the Trustee under the terms of the Second Supplemental Senior Indenture.

“*Series 2010A Senior Debt Service Fund*” means the “City of Long Beach, California Senior Airport Revenue Bonds Series 2010A Senior Debt Service Fund” created in Section 4.01 of the Second Supplemental Senior Indenture.

“*Series 2010B Bonds*” means \$12,965,000 original aggregate principal amount of Bonds issued under the Master Senior Indenture and the Second Supplemental Senior Indenture and designated as “City of Long Beach, California Senior Airport Revenue Bonds Series 2010B.”

“*Series 2010B Redemption Account*” means the Redemption Account of the Series 2010B Senior Debt Service Fund established and maintained by the Trustee under the terms of the Second Supplemental Senior Indenture.

“*Series 2010B Senior Debt Service Fund*” means the “City of Long Beach, California Senior Airport Revenue Bonds Series 2010B Senior Debt Service Fund” created in Section 4.01 of the Second Supplemental Senior Indenture.

“*Series 2022A Bonds*” means \$[PARA] aggregate principal amount of Bonds issued under the Master Senior Indenture and this Third Supplemental Senior Indenture and designated as “City of Long Beach, California Senior Airport Revenue Refunding Bonds Series 2022A (Governmental/Non-AMT).”

“*Series 2022A Costs of Issuance Account*” means the Account of such designation established in the Series 2022 Costs of Issuance Fund pursuant to Section 4.01 hereof and into which money is to be deposited to pay Costs of Issuance of the Series 2022A Bonds.

“*Series 2022A Projects*” means, collectively, any or all of those capital expenditures which are to be refinanced with a portion of the proceeds of the Series 2022A Bonds.

“*Series 2022A Senior Debt Service Fund*” means the Senior Debt Service Fund of such designation established pursuant to Section 4.01 hereof and into which money is to be deposited to pay debt service on the Series 2022A Bonds.

“*Series 2022B Bonds*” means \$[PARB] aggregate principal amount of Bonds issued under the Master Senior Indenture and this Third Supplemental Senior Indenture and designated as “City of Long Beach, California Senior Airport Revenue Refunding Bonds Series 2022B (Private Activity/Non-AMT).”

“*Series 2022B Costs of Issuance Account*” means the Account of such designation established in the Series 2022 Costs of Issuance Fund pursuant to Section 4.01 hereof and into which money is to be deposited to pay Costs of Issuance of the Series 2022B Bonds.

“*Series 2022B Projects*” means, collectively, any or all of those capital expenditures which are to be refinanced with a portion of the proceeds of the Series 2022B Bonds.

“*Series 2022B Senior Debt Service Fund*” means the Senior Debt Service Fund of such designation established pursuant to Section 4.01 hereof and into which money is to be deposited to pay debt service on the Series 2022B Bonds.

“*Series 2022C Bonds*” means \$[PARC] aggregate principal amount of Bonds issued under the Master Senior Indenture and this Third Supplemental Senior Indenture and designated as “City of Long Beach, California Senior Airport Revenue Bonds Series 2022C (Private Activity/AMT).”

“*Series 2022C Construction Fund*” means the Construction Fund of such designation established pursuant to Section 4.01 hereof and into which money is to be deposited to pay Costs of the Series 2022C Projects.

“*Series 2022C Costs of Issuance Account*” means the Account of such designation established in the Series 2022 Costs of Issuance Fund pursuant to Section 4.01 hereof and into which money is to be deposited to pay Costs of Issuance of the Series 2022C Bonds.

“*Series 2022C Projects*” means, collectively, any or all of those capital expenditures listed in Exhibit C attached hereto which are to be financed from amounts deposited into the Series 2022C Construction Fund.

“*Series 2022C Senior Debt Service Fund*” means the Senior Debt Service Fund of such designation established pursuant to Section 4.01 hereof and into which money is to be deposited to pay debt service on the Series 2022C Bonds.

[“*Series 2022C Term Bonds*” means the Series 2022C Bonds maturing on June 1, 20[•].]

“*Series 2022 Bonds*” means, collectively, the Series 2022A Bonds, the Series 2022B Bonds and the Series 2022C Bonds.

“*Series 2022 Costs of Issuance Fund*” means the Fund of such designation established pursuant to Section 4.01 hereof and into which moneys are to be deposited to pay Costs of Issuance of the Series 2022 Bonds.

“*Series 2022 Rebate Fund*” means the Fund of such designation established pursuant to Section 4.01 hereof.

“*Series 2022 Reserve Account*” means the Account of such designation established in the Senior Reserve Fund pursuant to Section 4.01 hereof.

“*Tax Certificate*” means the Tax Compliance Certificate, dated the date of issuance of the Series 2022 Bonds, as amended from time to time, entered into by the City and executed with respect to the Series 2022 Bonds.

“*Third Supplemental Senior Indenture*” means this Third Supplemental Senior Trust Indenture, dated as of [•] 1, 2022, by and between the City and the Trustee and which sets forth the terms of the Series 2022 Bonds.

“*Trustee*” means The Bank of New York Mellon Trust Company, N.A., and any successor thereto.

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

ARTICLE II

THE SERIES 2022 BONDS

Section 2.01. Designation of the Series 2022 Bonds; Principal Amount. The Bonds authorized to be issued under the Master Senior Indenture and this Third Supplemental Senior Indenture shall be designated as (a) “City of Long Beach, California Senior Airport Revenue

Refunding Bonds Series 2022A (Governmental/Non-AMT)”, which shall be issued in the original aggregate principal amount of \$[PARA], (b) “City of Long Beach, California Senior Airport Revenue Refunding Bonds Series 2022B (Private Activity/Non-AMT)”, which shall be issued in the original aggregate principal amount of \$[PARB], and (c) “City of Long Beach, California Senior Airport Revenue Bonds Series 2022C (Private Activity/AMT)”, which shall be issued in the original aggregate principal amount of \$[PARC].

The Series 2022A Bonds, the Series 2022B Bonds and the Series 2022C Bonds shall be issued as Bonds pursuant to the provisions of the Master Senior Indenture.

Section 2.02. Series 2022 Bonds Under the Senior Indenture; Security. The Series 2022 Bonds are issued under and subject to the terms of the Master Senior Indenture and this Third Supplemental Senior Indenture and are secured by and payable from the Net Revenues (including PFC Revenues) and other security provided in the Granting Clause of the Master Senior Indenture and in accordance with the terms of the Master Senior Indenture and this Third Supplemental Senior Indenture.

To secure further the payment of the Series 2022 Bonds, the City, in furtherance of the Master Senior Indenture hereby pledges and grants to the Trustee a lien on and security interest in and assigns to the Trustee all right, title and interest of the City, except as otherwise provided herein, in and to the Senior Reserve Fund and all moneys and securities held from time to time therein and, with respect to any Reserve Fund Surety Policy provided at any time in satisfaction of all or a portion of the Reserve Requirement, all rights, title and interest in such instruments and the proceeds thereof.

Section 2.03. General Terms of the Series 2022 Bonds. The Series 2022 Bonds shall, upon initial issuance, be dated their date of delivery [•], 2022. Each Series 2022 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless such date of authentication is an Interest Payment Date, in which event such Series 2022 Bond shall bear interest from such date of authentication, or unless such date of authentication is after a Record Date and before the next succeeding Interest Payment Date, in which event such Series 2022 Bond shall bear interest from such succeeding Interest Payment Date, or unless such date of authentication is prior to November 15, 2022, in which event such Series 2022 Bond shall bear interest from [•], 2022. If interest on the Series 2022 Bonds shall be in default, Series 2022 Bonds issued in exchange for Series 2022 Bonds surrendered for transfer or exchange shall bear interest from the Interest Payment Date to which interest has been paid in full on the Series 2022 Bonds surrendered. The Series 2022 Bonds shall be issued in denominations of \$5,000 original principal amount or integral multiples thereof.

Interest on the Series 2022 Bonds shall be paid on December 1, 2022 and semiannually thereafter on June 1 and December 1.

Interest on the Series 2022 Bonds shall be calculated on the basis of a year of 360 days and twelve 30-day months.

At least fifteen (15) Business Days prior to each date on which principal of or interest on any Series 2022 Bond shall be due and payable, the Trustee shall notify the City of such payment,

the date such payment is due and the amount of such payment. Such notice shall be given by electronic mail or facsimile transmission.

The Series 2022A Bonds shall be issued in the original aggregate principal amount of \$[PARA] and shall mature in the years and in the amounts and bear interest at the annual rates set forth in the following schedule:

Maturity Date (June 1)	Principal Amount	Interest Rate
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The Series 2022B Bonds shall be issued in the original aggregate principal amount of \$[PARB] and shall mature in the years and in the amounts and bear interest at the annual rates set forth in the following schedule:

Maturity Date (June 1)	Principal Amount	Interest Rate
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The Series 2022C Bonds shall be issued in the original aggregate principal amount of \$[PARC] and shall mature in the years and in the amounts and bear interest at the annual rates set forth in the following schedule:

<u>Maturity Date</u> <u>(June 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
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Payment of the principal of the Series 2022 Bonds shall be made upon surrender of the Series 2022 Bonds to the Trustee or its agent; provided that with respect to the Series 2022 Bonds which are Book-Entry Bonds, the payment of the principal shall be made as provided in Section 2.05 hereof and the Representation Letter. Payment of interest on Series 2022 Bonds which are not Book-Entry Bonds shall be paid by check or draft of the Trustee mailed on the Interest Payment Date by first-class mail to the person who is the Bondholder thereof on the Record Date, and such payment shall be mailed to such Bondholder at his address as it appears on the registration books of the Registrar. The payment of interest on Book-Entry Bonds shall be made as provided in Section 2.05 hereof and the Representation Letter. The Series 2022 Bonds shall be substantially in the form of Exhibit A attached hereto.

If the principal of a Series 2022 Bond becomes due and payable, but shall not have been paid as a result of a default hereunder, and no provision is made for its payment, then such Series 2022 Bond shall bear interest at the same rate after such default as on the day before the default occurred.

Principal and interest will be paid in lawful money of the United States that at the time of payment is legal tender for payment of public and private debts or by checks or wire transfer payable in such money.

Section 2.04. Exchange of Series 2022 Bonds. Series 2022 Bonds which are delivered to the Registrar for exchange may be exchanged for an equal total principal amount of the same Series of such Series 2022 Bonds of the same interest rate and maturity date. The Trustee shall require the payment by the Bondholder requesting such exchange of any tax or other governmental

charge required to be paid with respect to such exchange as a condition precedent to the exercise of such privilege.

The Registrar will not, however, be required to transfer or exchange any such Series 2022 Bond during the period established by the Registrar for selection of Series 2022 Bonds for redemption or any Series 2022 Bond which has been selected for redemption.

Section 2.05. Book-Entry Bonds.

(a) Except as provided in subparagraph (c) of this Section, the Bondholder of all of the Series 2022 Bonds shall be DTC and the Series 2022 Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of principal and redemption price of and interest on any Series 2022 Bond registered in the name of Cede & Co. shall be made by wire transfer of New York clearing house or equivalent next day funds or by wire transfer of same day funds to the account of Cede & Co. at the address indicated on the Record Date or special record date for Cede & Co. in the registration books of the Registrar.

(b) The Series 2022 Bonds shall be initially issued in the form of separate single authenticated fully registered bonds for each separate stated maturity and interest rate for each Series 2022 Bond. Upon initial issuance, the ownership of such Series 2022 Bonds shall be registered in the registration books of the Registrar in the name of Cede & Co., as nominee of DTC. The Trustee, the Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2022 Bonds registered in its name for the purposes of paying the principal and redemption price of and interest on the Series 2022 Bonds, selecting the Series 2022 Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Bondholders under the Master Senior Indenture or this Third Supplemental Senior Indenture, registering the transfer of Series 2022 Bonds, obtaining any consent or other action to be taken by Bondholders and for all other purposes whatsoever, and neither the Trustee, the Registrar nor the City shall be affected by any notice to the contrary. Neither the Trustee, the Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Series 2022 Bonds under or through DTC or any Participant, or any other person which is not shown on the registration books as being a Bondholder, with respect to the accuracy of any records maintained by DTC or any Participant; the payment by DTC or any Participant of any amount in respect of the principal and redemption price of or interest on the Series 2022 Bonds; any notice which is permitted or required to be given to Bondholders under the Master Senior Indenture or this Third Supplemental Senior Indenture; the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Series 2022 Bonds; any consent given or other action taken by DTC as Bondholder; or any other purpose. The Trustee shall pay all principal and redemption price of and interest on the Series 2022 Bonds only to or “upon the order of” DTC (as that term is used in the Uniform Commercial Code as adopted in the State of California), and all such payments shall be valid and effective to fully satisfy and discharge the City’s obligations with respect to the principal and redemption price of and interest on the Series 2022 Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Series 2022 Bond evidencing the obligation of the City to make payments of principal, redemption price and interest pursuant to the Master Senior

Indenture and this Third Supplemental Senior Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to Record Dates, the word “Cede & Co.” in this Third Supplemental Senior Indenture shall refer to such new nominee of DTC.

(c) In the event the City determines that it is in the best interest of the beneficial owners that they be able to obtain Series 2022 Bond certificates, and notifies DTC, the Trustee and the Registrar of such determination, then DTC will notify the Participants of the availability through DTC of Series 2022 Bond certificates. In such event, the Trustee shall authenticate and the Registrar shall transfer and exchange Series 2022 Bond certificates as requested by DTC and any other Bondholders in appropriate amounts. DTC may determine to discontinue providing its services with respect to the Series 2022 Bonds at any time by giving notice to the City and the Trustee and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the City and the Trustee shall be obligated to deliver Series 2022 Bond certificates as described in this Third Supplemental Senior Indenture. In the event Series 2022 Bond certificates are issued, the provisions of the Master Senior Indenture and this Third Supplemental Senior Indenture shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal and redemption price of and interest on such certificates. Whenever DTC requests the City and the Trustee to do so, the Trustee and the City will cooperate with DTC in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Series 2022 Bonds to any Participant having Series 2022 Bonds credited to its DTC account or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Series 2022 Bonds.

Prior to any transfer of Series 2022 Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Section 6045 of the Code. The Trustee may conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

(d) Notwithstanding any other provision of the Master Senior Indenture and this Third Supplemental Senior Indenture to the contrary, so long as any Series 2022 Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and redemption price of and interest on such Series 2022 Bond and all notices with respect to such Series 2022 Bond shall be made and given, respectively, to DTC as provided in the Representation Letter.

(e) In connection with any notice or other communication to be provided to Bondholders pursuant to the Master Senior Indenture and this Third Supplemental Senior Indenture by the City or the Trustee with respect to any consent or other action to be taken by Bondholders, the City or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than

fifteen (15) calendar days in advance of such record date to the extent possible. Notice to DTC shall be given only when DTC is the sole Bondholder.

(f) NEITHER THE CITY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO: THE PAYMENT BY DTC TO ANY PARTICIPANT OF THE PRINCIPAL AND REDEMPTION PRICE OF OR INTEREST ON THE SERIES 2022 BONDS; THE PROVIDING OF NOTICE TO PARTICIPANTS OR BENEFICIAL OWNERS; THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY PARTICIPANT; OR ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER OF THE SERIES 2022 BONDS.

ARTICLE III

REDEMPTION OF SERIES 2022 BONDS

Section 3.01. Notices to Bondholders. If the City wishes that any Series 2022 Bonds be redeemed pursuant to any optional redemption provision in this Third Supplemental Senior Indenture, the City will notify the Trustee of the applicable provision, the redemption date, the Series, the maturity date, the interest rate, the CUSIP number and the principal amount of Series 2022 Bonds to be redeemed and other necessary particulars. The City will give notice to the Trustee at least thirty-five (35) days before the redemption date, provided that the Trustee may, at its option, waive such notice or accept notice at a later date. The Trustee shall give notice of redemption, in the name of the City, to Bondholders affected by redemption at least thirty (30) days but not more than sixty (60) days before each redemption date, send such notice of redemption by first-class mail (or with respect to Series 2022 Bonds held by DTC by an express delivery service for delivery on the next following Business Day) to each Bondholder of a Series 2022 Bond to be redeemed. Each such notice shall be sent to the Bondholder's registered address.

Each notice of redemption shall specify the Series, the maturity date, the interest rate and the CUSIP number of each Series 2022 Bond to be redeemed, the date of issue, if less than all Series 2022 Bonds of a maturity and interest rate are called for redemption the numbers of the Series 2022 Bonds to be redeemed, the principal amount to be redeemed, the date fixed for redemption, the redemption price, the place or places of payment, the Trustee's name, that payment will be made upon presentation and surrender of the Series 2022 Bonds to be redeemed, that interest, if any, accrued to the date fixed for redemption and not paid will be paid as specified in said notice, and that on and after said date interest thereon will cease to accrue.

The City may provide that, if at the time of mailing of notice of an optional redemption there shall not have been deposited with the Trustee moneys sufficient to redeem all the Series 2022 Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the Trustee not later than the opening of business one (1) Business Day prior to the scheduled redemption date, and such notice shall be of no effect unless such moneys are so deposited. In the event sufficient moneys are not on deposit on the required date, then the redemption shall be cancelled and on such cancellation date notice shall be mailed to the Bondholders of such Series 2022 Bonds to be redeemed in the manner provided in this Section.

Failure to give any required notice of redemption as to any particular Series 2022 Bonds will not affect the validity of the call for redemption of any Series 2022 Bonds in respect of which no failure occurs. Any notice sent as provided herein will be conclusively presumed to have been given whether or not actually received by the addressee. When notice of redemption is given, Series 2022 Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price. In the event that funds are deposited with the Trustee sufficient for redemption, interest on the Series 2022 Bonds to be redeemed will cease to accrue on and after the date fixed for redemption.

If any Series 2022 Bonds, at the time of redemption, are not Book-Entry Bonds, then at the time of mailing required by the first paragraph of this Section, such redemption notice shall be given by (i) registered or certified mail, postage prepaid; (ii) telephonically confirmed facsimile transmission; or (iii) overnight delivery service, to:

The Depository Trust Company
55 Water Street, 50th Floor
New York, NY 10041-0099
Attention: Call Notification
Facsimile: (212) 855-7233

Failure to give the notice described in the immediately preceding paragraph or any defect therein shall not in any manner affect the redemption of any Series 2022 Bond.

Section 3.02. Redemption Dates. The date fixed for redemption for Series 2022 Bonds to be optionally redeemed in accordance with Sections 3.03 hereof will be a date permitted by the City in the notice delivered pursuant to Section 3.01 hereof. [The date fixed for mandatory sinking fund redemption of the Series 2022C Term Bonds will be as set forth in Section 3.04 hereof.]

Section 3.03. Optional Redemption of Series 2022 Bonds.

(a) The Series 2022A Bonds maturing on or before June 1, 20[•] are not subject to optional redemption prior to maturity. The Series 2022A Bonds maturing on or after June 1, 20[•] are redeemable at the option of the City on or after June 1, 20[•], in whole or in part at any time, from any moneys that may be provided for such purpose and at a redemption price equal to 100% of the principal amount of the Series 2022A Bonds to be redeemed plus accrued interest to the date fixed for redemption, without premium.

(b) The Series 2022B Bonds maturing on or before June 1, 20[•] are not subject to optional redemption prior to maturity. The Series 2022B Bonds maturing on or after June 1, 20[•] are redeemable at the option of the City on or after June 1, 20[•], in whole or in part at any time, from any moneys that may be provided for such purpose and at a redemption price equal to 100% of the principal amount of the Series 2022B Bonds to be redeemed plus accrued interest to the date fixed for redemption, without premium.

(c) The Series 2022C Bonds maturing on or before June 1, 20[•] are not subject to optional redemption prior to maturity. The Series 2022C Bonds maturing on or after June 1, 20[•] are redeemable at the option of the City on or after June 1, 20[•], in

whole or in part at any time, from any moneys that may be provided for such purpose and at a redemption price equal to 100% of the principal amount of the Series 2022C Bonds to be redeemed plus accrued interest to the date fixed for redemption, without premium.

Section 3.04. Mandatory Sinking Fund Redemption. The Series 2022C Bonds maturing on June 1, 20[•] are subject to mandatory sinking fund redemption in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the date fixed for redemption, without premium, on June 1 of the following years and in the following principal amounts:

Redemption Date (June 1)	Principal Amount
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* Final Maturity.

Except as otherwise provided in Section 2.05 hereof, on or before the forty-fifth (45th) day prior to any mandatory sinking fund redemption date, the Trustee shall proceed to select for redemption (by lot in such manner as the Trustee may determine), from the Series 2022C Term Bonds, an aggregate principal amount of such Series 2022C Term Bonds equal to the amount for such year as set forth in the table above and shall call such Series 2022C Term Bonds or portions thereof (in Authorized Denominations) for redemption and give notice of such call.

At the option of the City, to be exercised by delivery of a written certificate to the Trustee on or before the sixtieth (60th) day next preceding any mandatory sinking fund redemption date, it may (a) deliver to the Trustee for cancellation Series 2022C Term Bonds or portions thereof (in Authorized Denominations) purchased in the open market or otherwise acquired by the City or (b) specify a principal amount of such Series 2022C Term Bonds or portions thereof (in Authorized Denominations) which prior to said date have been optionally redeemed and previously cancelled by the Trustee at the request of the City and not theretofore applied as a credit against any mandatory sinking fund redemption requirement. Each such Series 2022C Term Bond or portion thereof so purchased, acquired or optionally redeemed and delivered to the Trustee for cancellation shall be credited by the Trustee at 100% of the principal amount thereof against the obligation of the City to pay the principal of such Series 2022C Term Bond on such mandatory sinking fund redemption date. In the event the City purchases, acquires or optionally redeems any of the Series 2022C Term Bonds, the City will provide the Trustee a revised mandatory sinking fund schedule, if applicable.

Section 3.05. Selection of Series 2022 Bonds for Redemption; Series 2022 Bonds Redeemed in Part. The Series 2022 Bonds are subject to redemption in such order of maturity and interest rate (except mandatory sinking fund payments on the Series 2022C Term Bonds) as the City may direct and by lot, selected in such manner as the Trustee (or DTC, as long as DTC is the securities depository for the Series 2022 Bonds) shall deem appropriate, within a maturity and interest rate.

Upon surrender of a Series 2022 Bond to be redeemed, in part only, the Trustee will authenticate for the Bondholder a new Series 2022 Bond or Series 2022 Bonds of the same Series, maturity date and interest rate equal in principal amount to the unredeemed portion of the Series 2022 Bond surrendered.

Section 3.06. Payment of Series 2022 Bonds Called for Redemption. Upon surrender to the Trustee or the Trustee's agent, the Series 2022 Bonds called for redemption shall be paid at the redemption price stated in the notice, plus, when applicable, interest accrued to the date fixed for redemption.

Section 3.07. Effect of Redemption Call. On the date so designated for redemption, notice having been given in the manner and under the conditions provided herein and sufficient moneys for payment of the redemption price being held in trust by the Trustee to pay the redemption price, interest on such Series 2022 Bonds shall cease to accrue from and after such redemption date, such Series 2022 Bonds shall cease to be entitled to any lien, benefit or security under the Master Senior Indenture and this Third Supplemental Senior Indenture and the Bondholders of such Series 2022 Bonds shall have no rights in respect thereof except to receive payment of the redemption price.

Series 2022 Bonds which have been duly called for redemption under the provisions of this Article III and for the payment of the redemption price of which moneys shall be held in trust for the Bondholders of the Series 2022 Bonds to be redeemed, all as provided in this Third Supplemental Senior Indenture, shall not be deemed to be Outstanding under the provisions of the Master Senior Indenture and this Third Supplemental Senior Indenture.

ARTICLE IV

ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

Section 4.01. Establishment of Funds and Accounts. The following Funds and Accounts are hereby established:

(a) City of Long Beach, California Senior Airport Revenue Refunding Bonds Series 2022A Senior Debt Service Fund (the "*Series 2022A Senior Debt Service Fund*") and therein an Interest Account, a Principal Account and a Redemption Account, to be held by the Trustee;

(b) City of Long Beach, California Senior Airport Revenue Refunding Bonds Series 2022B Senior Debt Service Fund (the "*Series 2022B Senior Debt Service Fund*") and therein an Interest Account, a Principal Account and a Redemption Account, to be held by the Trustee;

(c) City of Long Beach, California Senior Airport Revenue Bonds Series 2022C Construction Fund (the "*Series 2022C Construction Fund*"), to be held by the Trustee;

(d) City of Long Beach, California Senior Airport Revenue Bonds Series 2022C Senior Debt Service Fund (the "*Series 2022C Senior Debt Service Fund*") and

therein an Interest Account, a Principal Account and a Redemption Account, to be held by the Trustee;

(e) City of Long Beach, California Senior Airport Revenue and Revenue Refunding Bonds Series 2022 Costs of Issuance Fund (the “*Series 2022 Costs of Issuance Fund*”) and therein (i) a City of Long Beach, California Senior Airport Revenue Refunding Bonds Series 2022A Costs of Issuance Account (the “*Series 2022A Costs of Issuance Account*”), (ii) a City of Long Beach, California Senior Airport Revenue Refunding Bonds Series 2022B Costs of Issuance Account (the “*Series 2022B Costs of Issuance Account*”), and (iii) a City of Long Beach, California Senior Airport Revenue Bonds Series 2022C Costs of Issuance Account (the “*Series 2022C Costs of Issuance Account*”), to be held by the Trustee;

(f) City of Long Beach, California Senior Airport Revenue and Revenue Refunding Bonds Series 2022 Reserve Account (the “*Series 2022 Reserve Account*”) to be established in the Senior Reserve Fund and held by the Trustee; and

(g) City of Long Beach, California Senior Airport Revenue and Revenue Refunding Bonds Series 2022 Rebate Fund (the “*Series 2022 Rebate Fund*”), to be held by the Trustee.

The Trustee may, in its discretion, establish and maintain for so long as necessary one or more temporary funds or accounts under this Third Supplemental Senior Indenture, including, but not limited, to one or more temporary funds or accounts for holding and allocating the proceeds of the Series 2022 Bonds.

Section 4.02. Application of Series 2022A Bond Proceeds. The net proceeds of the sale of the Series 2022A Bonds, being the amount of \$[•] (which sum represents the par amount of the Series 2022A Bonds of \$[PARA].00, plus an original issue premium in the amount of \$[•] and less an underwriters’ discount in the amount of \$[•]) received by the Trustee shall be deposited by the Trustee as follows:

(a) \$[•] shall be deposited into the Series 2009C Redemption Account for the purpose of current refunding the Refunded Series 2009C Bonds;

(b) \$[•] shall be deposited into the Series 2010B Redemption Account for the purpose of current refunding the Refunded Series 2010B Bonds;

(c) \$[•] shall be deposited into the Series 2022A Costs of Issuance Account;
and

(d) \$[•] shall be deposited into the Series 2022 Reserve Account of the Senior Reserve Fund.

Section 4.03. Application of Series 2022B Bond Proceeds. The net proceeds of the sale of the Series 2022B Bonds, being the amount of \$[•] (which sum represents the par amount of the Series 2022B Bonds of \$[PARB].00, less a net original issue discount in the amount of \$[•] and

less an underwriters' discount in the amount of \$[•]) received by the Trustee shall be deposited or paid by the Trustee as follows:

- (a) \$[•] shall be deposited into the Series 2010A Redemption Account for the purpose of current refunding the Refunded Series 2010A Bonds;
- (b) \$[•] shall be deposited into the Series 2022B Costs of Issuance Account;
and
- (c) \$[•] shall be deposited into the Series 2022 Reserve Account of the Senior Reserve Fund.

Section 4.04. Application of Series 2022C Bond Proceeds. The net proceeds of the sale of the Series 2022C Bonds, being the amount of \$[•] (which sum represents the par amount of the Series 2022C Bonds of \$[PARC].00, plus an original issue premium in the amount of \$[•] and less an underwriters' discount in the amount of \$[•]) received by the Trustee shall be deposited or paid by the Trustee as follows:

- (a) \$[•] shall be deposited in the Series 2022C Construction Fund to be used to pay the Costs of the Series 2022C Projects;
- (b) \$[•] shall be deposited into the Series 2022C Costs of Issuance Account;
and
- (c) \$[•] shall be deposited into the Series 2022 Reserve Account of the Senior Reserve Fund.

Section 4.05. Application of Other Moneys.

(a) On the Closing Date, the Trustee shall transfer \$[•] from the Interest Account of the Series 2009C Senior Debt Service Fund (established and maintained by the Trustee pursuant to the First Supplemental Senior Indenture) to the Series 2009C Redemption Account for the purpose of paying a portion of the accrued interest on the Refunded Series 2009C Bonds.

(b) On the Closing Date, the Trustee shall transfer \$[•] from the Principal Account of the Series 2009C Senior Debt Service Fund (established and maintained by the Trustee pursuant to the First Supplemental Senior Indenture) to the Series 2009C Redemption Account for the purpose of paying a portion of the principal of the Refunded Series 2009C Bonds.

(c) [On the Closing Date, the Trustee shall transfer all investments and cash on deposit in the Series 2009A/B Reserve Account (established and maintained by the Trustee pursuant to the First Supplemental Senior Indenture) to the Series 2022 Reserve Account.]

(d) On the Closing Date, the Trustee shall transfer all investments and cash on deposit in the Series 2009C Reserve Account (established and maintained by the Trustee pursuant to the First Supplemental Senior Indenture) to the Series 2022 Reserve Account.

(e) On the Closing Date, the Trustee shall transfer \$[•] from the Interest Account of the Series 2010A Senior Debt Service Fund (established and maintained by the Trustee pursuant to the Second Supplemental Senior Indenture) to the Series 2010A Redemption Account for the purpose of paying a portion of the accrued interest on the Refunded Series 2010A Bonds.

(f) On the Closing Date, the Trustee shall transfer \$[•] from the Principal Account of the Series 2010A Senior Debt Service Fund (established and maintained by the Trustee pursuant to the Second Supplemental Senior Indenture) to the Series 2010A Redemption Account for the purpose of paying a portion of the principal of the Refunded Series 2010A Bonds.

(g) On the Closing Date, the Trustee shall transfer \$[•] from the Interest Account of the Series 2010B Senior Debt Service Fund (established and maintained by the Trustee pursuant to the Second Supplemental Senior Indenture) to the Series 2010B Redemption Account for the purpose of paying a portion of the accrued interest on the Refunded Series 2010B Bonds.

(h) On the Closing Date, the Trustee shall transfer \$[•] from the Principal Account of the Series 2010B Senior Debt Service Fund (established and maintained by the Trustee pursuant to the Second Supplemental Senior Indenture) to the Series 2010B Redemption Account for the purpose of paying a portion of the principal of the Refunded Series 2010B Bonds.

(i) On the Closing Date, the Trustee shall transfer all investments and cash on deposit in the Series 2010 Reserve Account (established and maintained by the Trustee pursuant to the Second Supplemental Senior Indenture) to the Series 2022 Reserve Account.

Section 4.06. Series 2022A Senior Debt Service Fund. The Trustee shall make deposits into the Series 2022A Senior Debt Service Fund as follows:

(a) ***Interest Account.*** The Trustee shall deposit into the Interest Account the amounts received from the City, as provided in the Master Senior Indenture, and the Passenger Facility Charges received from the City, as provided in Section 5.03 hereof, to be used to pay interest on the Series 2022A Bonds. When transferring amounts to the Trustee for deposit into the Interest Account, the City shall designate such amounts as either Passenger Facility Charges or other amounts (such amounts not representing Passenger Facility Charges). The Trustee shall also deposit into the Interest Account any other amounts deposited with the Trustee for deposit in the Interest Account or transferred from other funds and accounts for deposit therein. All amounts held at any time in the Interest Account shall be held on a priority basis for the ratable security and payment of

interest due on the Series 2022A Bonds in accordance with their terms and amounts due or accrued with respect to all or any of the Series 2022A Bonds.

Earnings on Passenger Facility Charges in the Interest Account shall be withdrawn and paid to the City on the Business Day following an Interest Payment Date for deposit into the PFC Account unless an Event of Default exists under the Master Senior Indenture, in which event the earnings shall be retained in such Account.

Earnings on amounts (other than earnings on Passenger Facility Charges) in the Interest Account shall be withdrawn and paid to the City on the Business Day following an Interest Payment Date for deposit into the Enterprise Fund unless an Event of Default exists under the Master Senior Indenture, in which event the earnings shall be retained in such Account.

(b) ***Principal Account.*** The Trustee shall deposit into the Principal Account the amounts received from the City, as provided in the Master Senior Indenture, and the Passenger Facility Charges received from the City, as provided in Section 5.03 hereof, to be used to pay the principal of the Series 2022A Bonds at maturity. When transferring amounts to the Trustee for deposit into the Principal Account, the City shall designate such amounts as either Passenger Facility Charges or other amounts (such amounts not representing Passenger Facility Charges). The Trustee shall also deposit into the Principal Account any other amounts deposited with the Trustee for deposit into the Principal Account or transferred from other funds and accounts for deposit therein. All amounts deposited to the Principal Account shall be used by the Trustee to pay the principal of the Series 2022A Bonds on the applicable Payment Dates. On or about June 15 of each Fiscal Year, earnings on amounts (other than Passenger Facility Charges) in the Principal Account shall be withdrawn by the Trustee and paid to the City for deposit into the Enterprise Fund unless an Event of Default exists under the Master Senior Indenture, in which event the earnings shall be retained in such Account. On or about June 15 of each Fiscal Year, earnings on Passenger Facility Charges in the Principal Account shall be withdrawn by the Trustee and paid to the City for deposit into the PFC Account unless an Event of Default exists under the Master Senior Indenture, in which event the earnings shall be retained in such Account.

(c) ***Redemption Account.*** The Trustee shall deposit into the Redemption Account amounts received from the City as provided in the Master Senior Indenture to be used to pay the redemption price of Series 2022A Bonds being redeemed as provided in Section 3.03(a) hereof. The Trustee shall also deposit into the Redemption Account any other amounts (including, but not limited to, Passenger Facility Charges) deposited with the Trustee for deposit into the Redemption Account or transferred from other funds and accounts for deposit therein. All amounts deposited to the Redemption Account shall be used by the Trustee to pay the redemption price of the Series 2022A Bonds being redeemed as provided in Section 3.03(a) hereof. Earnings on amounts (other than Passenger Facility Charges) in the Redemption Account shall be withdrawn and paid to the City on the Business Day following a redemption date for deposit into the Enterprise Fund unless an Event of Default exists under the Master Senior Indenture, in which event the earnings shall be retained in such Account. Earnings on Passenger Facility Charges in the

Redemption Account shall be withdrawn and paid to the City on the Business Day following a redemption date for deposit into the PFC Account unless an Event of Default exists under the Master Senior Indenture, in which event the earnings shall be retained in such Account.

The Series 2022A Senior Debt Service Fund shall be invested and reinvested as directed by an Authorized City Representative in Permitted Investments.

Section 4.07. Series 2022B Senior Debt Service Fund. The Trustee shall make deposits into the Series 2022B Senior Debt Service Fund as follows:

(a) ***Interest Account.*** The Trustee shall deposit into the Interest Account the amounts received from the City, as provided in the Master Senior Indenture, and the Passenger Facility Charges received from the City, as provided in Section 5.03 hereof, to be used to pay interest on the Series 2022B Bonds. When transferring amounts to the Trustee for deposit into the Interest Account, the City shall designate such amounts as either Passenger Facility Charges or other amounts (such amounts not representing Passenger Facility Charges). The Trustee shall also deposit into the Interest Account any other amounts deposited with the Trustee for deposit in the Interest Account or transferred from other funds and accounts for deposit therein. All amounts held at any time in the Interest Account shall be held on a priority basis for the ratable security and payment of interest due on the Series 2022B Bonds in accordance with their terms and amounts due or accrued with respect to all or any of the Series 2022B Bonds.

Earnings on Passenger Facility Charges in the Interest Account shall be withdrawn and paid to the City on the Business Day following an Interest Payment Date for deposit into the PFC Account unless an Event of Default exists under the Master Senior Indenture, in which event the earnings shall be retained in such Account.

Earnings on amounts (other than earnings on Passenger Facility Charges) in the Interest Account shall be withdrawn and paid to the City on the Business Day following an Interest Payment Date for deposit into the Enterprise Fund unless an Event of Default exists under the Master Senior Indenture, in which event the earnings shall be retained in such Account.

(b) ***Principal Account.*** The Trustee shall deposit into the Principal Account the amounts received from the City, as provided in the Master Senior Indenture, and the Passenger Facility Charges received from the City, as provided in Section 5.03 hereof, to be used to pay the principal of the Series 2022B Bonds at maturity. When transferring amounts to the Trustee for deposit into the Principal Account, the City shall designate such amounts as either Passenger Facility Charges or other amounts (such amounts not representing Passenger Facility Charges). The Trustee shall also deposit into the Principal Account any other amounts deposited with the Trustee for deposit into the Principal Account or transferred from other funds and accounts for deposit therein. All amounts deposited to the Principal Account shall be used by the Trustee to pay the principal of the Series 2022B Bonds on the applicable Payment Dates. On or about June 15 of each Fiscal Year, earnings on amounts (other than Passenger Facility Charges) in the Principal Account

shall be withdrawn by the Trustee and paid to the City for deposit into the Enterprise Fund unless an Event of Default exists under the Master Senior Indenture, in which event the earnings shall be retained in such Account. On or about June 15 of each Fiscal Year, earnings on Passenger Facility Charges in the Principal Account shall be withdrawn by the Trustee and paid to the City for deposit into the PFC Account unless an Event of Default exists under the Master Senior Indenture, in which event the earnings shall be retained in such Account.

(c) **Redemption Account.** The Trustee shall deposit into the Redemption Account amounts received from the City as provided in the Master Senior Indenture to be used to pay the redemption price of Series 2010B Bonds being redeemed as provided in Section 3.03(b) hereof. The Trustee shall also deposit into the Redemption Account any other amounts (including, but not limited to, Passenger Facility Charges) deposited with the Trustee for deposit into the Redemption Account or transferred from other funds and accounts for deposit therein. All amounts deposited to the Redemption Account shall be used by the Trustee to pay the redemption price of the Series 2022B Bonds being redeemed as provided in Section 3.03(b) hereof. Earnings on amounts (other than Passenger Facility Charges) in the Redemption Account shall be withdrawn and paid to the City on the Business Day following a redemption date for deposit into the Enterprise Fund unless an Event of Default exists under the Master Senior Indenture, in which event the earnings shall be retained in such Account. Earnings on Passenger Facility Charges in the Redemption Account shall be withdrawn and paid to the City on the Business Day following a redemption date for deposit into the PFC Account unless an Event of Default exists under the Master Senior Indenture, in which event the earnings shall be retained in such Account.

The Series 2022B Senior Debt Service Fund shall be invested and reinvested as directed by an Authorized City Representative in Permitted Investments.

Section 4.08. Series 2022C Construction Fund.

(a) There shall be deposited into the Series 2022C Construction Fund the amounts as provided for in Section 4.04(a) hereof.

(b) The Trustee shall make payments or disbursements from the Series 2022C Construction Fund upon receipt from the City of a written requisition, in substantially the form attached as Exhibit D-1 hereto, executed by an Authorized City Representative, which requisition shall state, with respect to each amount requested thereby, (i) that such amount is to be paid from the Series 2022C Construction Fund and is not to be used to pay Costs of Issuance, (ii) the number of the requisition, (iii) the amount to be paid, the name of the entity to which the payment is to be made and the manner in which the payment is to be made, (iv) that the amount to be paid represents a Cost of the Series 2022C Projects as described in Exhibit C hereto, and (v) that the amounts requisitioned will be expended only in accordance with and subject to the limitations set forth in the Tax Certificate. Each such requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of the facts stated therein.

(c) Moneys held in the Series 2022C Construction Fund shall be invested and reinvested as directed by the City in Permitted Investments. Earnings on the Series 2022C Construction Fund shall be retained in the Series 2022C Construction Fund.

(d) The completion of the Series 2022C Projects shall be evidenced by the filing with the Trustee of a certificate of an Authorized City Representative stating either (i) the date of completion of the Series 2022C Projects and the amount, if any, required in the opinion of such Authorized City Representative for the payment of any remaining part of the Costs of the Series 2022C Projects or (ii) that all amounts in the Series 2022C Construction Fund have been disbursed or expenses in respect thereof have been incurred. Any amount remaining in the Series 2022C Construction Fund following the delivery of such certificate, or upon the determination of the City not to proceed with the Series 2022C Projects, may, at the determination of the City, be applied upon written requisition of an Authorized City Representative to any other lawful purpose designated in such requisition and for which purpose such proceeds may be used under the Charter. As a condition to the disbursement of funds to the City under this Section, there shall be delivered to the Trustee with the requisition an opinion of Bond Counsel that the purpose for which such funds are to be used is a lawful purpose for which such proceeds may be used under the Charter and that such use shall not result in the inclusion of interest on any Series 2022C Bonds in gross income of the recipient thereof for federal income tax purposes.

Section 4.09. Series 2022C Senior Debt Service Fund. The Trustee shall make deposits into the Series 2022C Senior Debt Service Fund as follows:

(a) ***Interest Account.*** The Trustee shall deposit into the Interest Account the amounts received from the City, as provided in the Master Senior Indenture, and the Passenger Facility Charges received from the City, as provided in Section 5.03 hereof, to be used to pay interest on the Series 2022C Bonds. When transferring amounts to the Trustee for deposit into the Interest Account, the City shall designate such amounts as either Passenger Facility Charges or other amounts (such amounts not representing Passenger Facility Charges). The Trustee shall also deposit into the Interest Account any other amounts deposited with the Trustee for deposit in the Interest Account or transferred from other funds and accounts for deposit therein. All amounts held at any time in the Interest Account shall be held on a priority basis for the ratable security and payment of interest due on the Series 2022C Bonds in accordance with their terms and amounts due or accrued with respect to all or any of the Series 2022C Bonds.

Earnings on Passenger Facility Charges in the Interest Account shall be withdrawn and paid to the City on the Business Day following an Interest Payment Date for deposit into the PFC Account unless an Event of Default exists under the Master Senior Indenture, in which event the earnings shall be retained in such Account.

Earnings on amounts (other than earnings on Passenger Facility Charges) in the Interest Account shall be withdrawn and paid to the City on the Business Day following an Interest Payment Date for deposit into the Enterprise Fund unless an Event of Default exists

under the Master Senior Indenture, in which event the earnings shall be retained in such Account.

(b) ***Principal Account.*** The Trustee shall deposit into the Principal Account the amounts received from the City, as provided in the Master Senior Indenture, and the Passenger Facility Charges received from the City, as provided in Section 5.03 hereof, to be used to pay the principal of the Series 2022C Bonds at maturity [or on a mandatory sinking fund redemption date as provided in Section 3.04 hereof)]. When transferring amounts to the Trustee for deposit into the Principal Account, the City shall designate such amounts as either Passenger Facility Charges or other amounts (such amounts not representing Passenger Facility Charges). The Trustee shall also deposit into the Principal Account any other amounts deposited with the Trustee for deposit into the Principal Account or transferred from other funds and accounts for deposit therein. All amounts deposited to the Principal Account shall be used by the Trustee to pay the principal of the Series 2022C Bonds [whether at maturity or by mandatory sinking fund redemption as provided in Section 3.04 hereof on the applicable Payment Dates.] On or about June 15 of each Fiscal Year, earnings on amounts (other than Passenger Facility Charges) in the Principal Account shall be withdrawn by the Trustee and paid to the City for deposit into the Enterprise Fund unless an Event of Default exists under the Master Senior Indenture, in which event the earnings shall be retained in such Account. On or about June 15 of each Fiscal Year, earnings on Passenger Facility Charges in the Principal Account shall be withdrawn by the Trustee and paid to the City for deposit into the PFC Account unless an Event of Default exists under the Master Senior Indenture, in which event the earnings shall be retained in such Account.

(c) ***Redemption Account.*** The Trustee shall deposit into the Redemption Account amounts received from the City as provided in the Master Senior Indenture to be used to pay the redemption price of Series 2022C Bonds being redeemed as provided in Section 3.03(c) hereof. The Trustee shall also deposit into the Redemption Account any other amounts (including, but not limited to, Passenger Facility Charges) deposited with the Trustee for deposit into the Redemption Account or transferred from other funds and accounts for deposit therein. All amounts deposited to the Redemption Account shall be used by the Trustee to pay the redemption price of the Series 2022C Bonds being redeemed as provided in Section 3.03(c) hereof. Earnings on amounts (other than Passenger Facility Charges) in the Redemption Account shall be withdrawn and paid to the City on the Business Day following a redemption date for deposit into the Enterprise Fund unless an Event of Default exists under the Master Senior Indenture, in which event the earnings shall be retained in such Account. Earnings on Passenger Facility Charges in the Redemption Account shall be withdrawn and paid to the City on the Business Day following a redemption date for deposit into the PFC Account unless an Event of Default exists under the Master Senior Indenture, in which event the earnings shall be retained in such Account.

The Series 2022C Senior Debt Service Fund shall be invested and reinvested as directed by an Authorized City Representative in Permitted Investments.

Section 4.10. Series 2022 Costs of Issuance Fund.

(a) There shall, be deposited into the Series 2022 Costs of Issuance Fund the amounts as provided in Section 4.02(c), Section 4.03(b) and Section 4.04(b) hereof.

(b) The Trustee shall make payments or disbursements from the Series 2022 Costs of Issuance Fund upon receipt from the City of a written requisition in substantially the form attached as Exhibit D-2 hereto, executed by an Authorized City Representative, which requisition shall state, with respect to each amount requested thereby, (i) that such amount is to be paid from the applicable Account of the Series 2022 Costs of Issuance Fund, (ii) the number of the requisition, (iii) the amount to be paid, the name of the entity, if other than the City, to which the payment is to be made and the manner in which the payment is to be made and (iv) describe the Costs of Issuance represented by such payment. Each such requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of the facts stated therein.

(c) Moneys held in the Series 2022 Costs of Issuance Fund shall be invested and reinvested as directed by an Authorized City Representative in Permitted Investments.

(d) Earnings on the Series 2022A Costs of Issuance Account shall be deposited into the Interest Account of the Series 2022A Debt Service Fund. Any amounts remaining in the Series 2022A Costs of Issuance Fund on [January 1], 2023 shall be transferred to the Interest Account of the Series 2022A Debt Service Fund and the Series 2022A Costs of Issuance Account shall be closed.

(e) Earnings on the Series 2022B Costs of Issuance Account shall be deposited into the Interest Account of the Series 2022B Debt Service Fund. Any amounts remaining in the Series 2022B Costs of Issuance Fund on [January 1], 2023 shall be transferred to the Interest Account of the Series 2022B Debt Service Fund and the Series 2022B Costs of Issuance Account shall be closed.

(f) Earnings on the Series 2022C Costs of Issuance Account shall be deposited into the Series 2022C Construction Fund. Any amounts remaining in the Series 2022C Costs of Issuance Fund on [January 1], 2023 shall be transferred to the Series 2022C Construction Fund and the Series 2022C Costs of Issuance Account shall be closed.

Section 4.11. Series 2022 Reserve Account. Pursuant to Section 4.04 of the Master Senior Indenture, the City hereby elects to have the Series 2022 Bonds participate in the Senior Reserve Fund. As provided in Section 4.02(d), Section 4.03(c), Section 4.04(c) [and Section 4.05(c), Section 4.05(d) and Section 4.05(i)] hereof, at the time of issuance of the Series 2022 Bonds, a portion of the proceeds of the Series 2022 Bonds [and certain amounts to be released from the Series 2009A/B Reserve Account, the Series 2009C Reserve Account and the Series 2010 Reserve Account, respectively] shall be deposited into the Series 2022 Reserve Account. The Series 2022 Reserve Account shall be established for purposes of calculating and accounting for the amount of earnings upon the portion of the Senior Reserve Fund related to the Series 2022 Bonds for rebate purposes as set forth in the Tax Certificate, but for all other purposes shall be held, invested and used as an integral part of the Senior Reserve Fund as provided in Section 4.04

of the Master Senior Indenture and shall be available to make payments on all Bonds participating in the Senior Reserve Fund. In the event a Reserve Fund Surety Policy is ever deposited to the Senior Reserve Fund, the Trustee is hereby directed to credit the Series 2022 Reserve Account with the portion of any Reserve Fund Surety Policy allocable thereto. In the event amounts in the Senior Reserve Fund exceed the Reserve Requirement for the Senior Reserve Fund, such excess allocable to the Series 2022 Bonds shall be transferred to the Interest Accounts in the Series 2022A Senior Debt Service Fund, the Series 2022B Senior Debt Service Fund and the Series 2022C Senior Debt Service Fund, as applicable, on a pro-rata basis (based on the principal amount Outstanding of each Series of the Series 2022 Bonds).

At the time of issuance of the Series 2022 Bonds, the Reserve Requirement for the Senior Reserve Fund is equal to \$[•].

Section 4.12. Sources of Payment of the Series 2022 Bonds. The Series 2022 Bonds shall be secured by and payable from the Net Revenues (including the PFC Revenues) as provided in the Master Senior Indenture and moneys and other investments held by the Trustee in the Senior Reserve Fund. The City may, but is not obligated to, provide for the payment of the principal of and interest on the Series 2022 Bonds from any other source or from any other funds of the City, including, but not limited to, amounts derived from Passenger Facility Charges not otherwise pledged to the payment of principal of and interest on the Series 2022 Bonds pursuant to Sections 5.01 and 5.02 hereof.

ARTICLE V

DESIGNATION OF PASSENGER FACILITY CHARGES AS REVENUES; ESTABLISHMENT OF PFC ACCOUNT; RECEIPT, DEPOSIT AND USE OF PASSENGER FACILITY CHARGES.

Section 5.01. Designation of Passenger Facility Charges as Revenues. Pursuant to the definition of “Revenues” in Article I of the Master Senior Indenture, the City hereby irrevocably designates Passenger Facility Charges as “Revenues” in an amount equal to the lesser of (a) 125% of the Aggregate Annual Debt Service on the PFC Eligible Portion of Bonds, and (b) the total amount of Passenger Facility Charges received by the City in a Fiscal Year.

Section 5.02. Pledge of PFC Revenues. In addition to, and not by limitation of, the liens, rights, interests and privileges set forth in the Granting Clause of, and elsewhere in, the Master Senior Indenture and in this Third Supplemental Senior Indenture, which are pledged, assigned and granted to the Trustee with respect to the Bonds, to further secure the payment of the principal and redemption price of, and interest due on the PFC Eligible Portion of the Bonds and the performance and observance by the City of all the covenants, agreements and conditions expressed or implied in the Master Senior Indenture and in this Third Supplemental Senior Indenture or contained in the Bonds, the City hereby pledges and assigns to the Trustee with respect to the PFC Eligible Portion of the Bonds and grants to the Trustee with respect to the PFC Eligible Portion of the Bonds a lien on and security interest in all right, title and interest of the City in and to all of the PFC Revenues, and the investment earnings thereon, and provides that such lien and security interest shall be prior in right to any other pledge, lien or security interest created by the City in the Passenger Facility Charges, and the investment earnings thereon.

Section 5.03. Establishment of PFC Account and Receipt and Deposit of Passenger Facility Charges. In order to carry out and effectuate the agreements and covenants contained in the Master Senior Indenture and in this Third Supplemental Senior Indenture, the City hereby agrees and covenants to establish the “PFC Account” in the Enterprise Fund maintained by the City Treasurer and the PFC Debt Service Subaccount and the PFC Project Subaccount in the PFC Account. It shall not be necessary to create separate bank accounts for the PFC Account, the PFC Debt Service Subaccount and the PFC Project Subaccount in order to account for the amounts deposited to such account and subaccounts. The PFC Account, the PFC Debt Service Subaccount and the PFC Project Subaccount shall be under the control of the City Treasurer. So long as the PFC Revenues are pledged under the Master Senior Indenture, this Third Supplemental Senior Indenture or any other Supplemental Senior Indenture, all Passenger Facility Charges shall be received by the City in trust under the Master Senior Indenture, this Third Supplemental Senior Indenture and any other applicable Supplemental Senior Indenture and shall be set aside and immediately deposited directly to the credit of the PFC Account.

On the first Business Day of each month, amounts on deposit in the PFC Account shall be transferred by the City to the PFC Debt Service Subaccount until the amount on deposit in the PFC Debt Service Subaccount is equal to the PFC Principal Requirement and the PFC Interest Requirement. Amounts credited to the PFC Debt Service Subaccount shall be transferred to the Trustee in a timely manner in accordance with the terms of the Master Senior Indenture to pay principal and/or interest due on the PFC Eligible Portion of the Bonds.

Any amounts remaining on deposit in the PFC Account after all required deposits have been made to the PFC Debt Service Subaccount shall be transferred to the PFC Project Subaccount. The City shall not transfer any amounts on deposit in the PFC Account to the PFC Project Subaccount until the City has made all required deposits to the PFC Debt Service Subaccount as described in the previous paragraph. Amounts credited to the PFC Project Subaccount shall be applied to any lawful purpose relating to the Enterprise as permitted by the PFC Acts and as the City may from time to time determine, including, but not limited to, the payment of principal and/or interest due on the PFC Eligible Portion of the Bonds.

The PFC Account, the PFC Debt Service Subaccount and the PFC Project Subaccount shall be administered and accounted for as provided for herein, as set forth by City guidelines and any other legal requirements.

Section 5.04. Application of PFC Revenues in Section 2.11 of the Master Senior Indenture. In determining compliance with Section 2.11 of the Master Senior Indenture, PFC Revenues shall not be applied to or assumed to pay Maximum Aggregate Annual Debt Service or Aggregate Annual Debt Service on non-PFC Eligible Portions of Bonds.

When preparing the certificate required pursuant to Section 2.11(b)(ii) of the Master Senior Indenture, (a) the Consultant may assume (i) that the rate of the levy of Passenger Facility Charges in effect on the date of the certificate will be in effect for the entire forecast period, or (ii) a higher rate of levy to the extent legislation has been enacted to permit an increase in the rate of the levy of Passenger Facility Charges if the City has taken all action required to impose and use such increased charges at the Airport pursuant to such legislation prior to the date of the Consultant’s certificate; and (b) the Consultant, in estimating Net Revenues, shall assume that the percentage

of enplaned passengers subject to Passenger Facility Charges during the forecast period will not exceed the average percentage during the three Fiscal Years immediately preceding the Fiscal Year in which the proposed Series of Bonds are being issued.

Section 5.05. Application of PFC Revenues in Section 5.04 of the Master Senior Indenture. In determining compliance with Section 5.04(b) of the Master Senior Indenture, PFC Revenues shall not be applied to or assumed to pay Annual Debt Service on non-PFC Eligible Portions of the Bonds. No PFC Revenues or Passenger Facility Charges shall be included in Transfer.

Section 5.06. Covenants with Respect to Passenger Facility Charges. The City hereby covenants and agrees that so long as Passenger Facility Charges are designated as Revenues, it shall comply with all provisions of the PFC Act and the PFC Regulations applicable to the City and all provisions of the PFC Approvals, and will not take any action or omit to take any action with respect to the Passenger Facility Charges, any PFC Projects, the Enterprise, or otherwise if such action or omission would, pursuant to the PFC Act and the PFC Regulations, cause the termination of the City's ability to impose Passenger Facility Charges or prevent the use of the Passenger Facility Charges as contemplated by the Master Senior Indenture and this Third Supplemental Senior Indenture. The City hereby covenants and agrees that all moneys in the PFC Account, the PFC Debt Service Subaccount and the PFC Project Subaccount shall be used in compliance with all provisions of the PFC Act, the PFC Regulations and the PFC Approvals applicable to the City. Without limiting the generality of the foregoing, the City hereby covenants and agrees, that, to the extent necessary to comply with the foregoing covenants:

(a) it will diligently seek approval to impose and use Passenger Facility Charges for the PFC Projects within the time periods set forth in the PFC Regulations and will begin implementation of such PFC Projects within the time periods set forth in the PFC Regulations;

(b) it (i) will impose a Passenger Facility Charge to the full extent approval by the Federal Aviation Administration for the Airport and (ii) will not unilaterally decrease the level of the Passenger Facility Charges to be collected from any passenger;

(c) it will not impose any noise or access restrictions at the Airport not in compliance with the Airport Noise and Capacity Act of 1990, Pub. L 101-508, Title IX, Subtitle D, if the imposition of such restriction may result in the termination or suspension of the City's ability to impose or use Passenger Facility Charges at the Airport prior to the charge expiration date or the date the total approved Passenger Facility Charge has been collected;

(d) it will take all actions necessary to cause all collecting air carriers to collect and remit to the City all Passenger Facility Charges at the Airport required by the PFC Regulations to be so collected and remitted; and

(e) it will contest any attempt by the Federal Aviation Administration to terminate or suspend the City's ability to impose, receive or use Passenger Facility Charges

at the Airport prior to the charge expiration date or the date the total approved Passenger Facility Charge has been collected.

ARTICLE VI

TAX COVENANTS

Section 6.01. Series 2022 Rebate Fund. The City hereby agrees that it will execute the Tax Certificate and will, pursuant to this Third Supplemental Senior Indenture, cause the Series 2022 Rebate Fund to be established, which fund will be funded if so required under the Tax Certificate and amounts in such Series 2022 Rebate Fund shall be held and disbursed in accordance with the Tax Certificate.

Section 6.02. Preservation of Tax Exemption on the Series 2022 Bonds.

(a) The City shall comply with the covenants and agreements set forth in the Tax Certificate.

(b) The City shall not use or permit the use of any proceeds of Series 2022 Bonds or any other funds of the City held by the Trustee under the Master Subordinate Indenture or this Third Supplemental Subordinate Indenture, attributable to the Series 2022 Bonds, directly or indirectly, to acquire any securities or obligations, and shall not use or permit the use of any amounts received by the City or the Trustee with respect to the Series 2022 Bonds in any manner, and shall not take or permit to be taken any other action or actions, which would cause any Series 2022 Bond to be “federally guaranteed” within the meaning of Section 149(b) of the Code or an “arbitrage bond” within the meaning of Section 148 of the Code and applicable regulations promulgated from time to time thereunder and under Section 103(c) of the Code. The City shall observe and not violate the requirements of Section 148 of the Code and any such applicable regulations. In the event the City is of the opinion that it is necessary to restrict or limit the yield on the investment of money held by the Trustee or to use such money in certain manners, in order to avoid the Series 2022 Bonds from being considered “arbitrage bonds” within the meaning of Section 148 of the Code and the regulations thereunder as such may be applicable to the Series 2022 Bonds at such time, the City shall issue to the Trustee a certificate to such effect together with appropriate instructions, in which event the Trustee shall take such action as it is directed to take to use such money in accordance with such certificate and instructions, irrespective of whether the Trustee shares such opinion.

(c) The City shall at all times do and perform all acts and things permitted by law, the Tax Certificate and this Third Supplemental Subordinate Indenture which are necessary or desirable in order to assure that interest paid on the Series 2022 Bonds will not be included in gross income for federal income tax purposes (other than interest paid to holders of the Series 2022B Bonds and the Series 2022C Bonds that are a “substantial user” of the facilities financed or refinanced with the Series 2022B Bonds and the Series 2022C Bonds or a “related person” within the meaning of Section 147(a) of the Code) and shall take no action that would result in such interest being included in gross income for federal income tax purposes (other than interest paid to holders of the Series 2022B Bonds

and the Series 2022C Bonds that are a “substantial user” of the facilities financed or refinanced with the Series 2022B Bonds and the Series 2022C Bonds or a “related person” within the meaning of Section 147(a) of the Code).

ARTICLE VII

AMENDMENT TO MASTER SENIOR INDENTURE

Section 7.01. Amendment to Section 9.03 of the Master Senior Indenture. The eighth paragraph of Section 9.03 of the Master Senior Indenture shall be amended and restated in full to read as follows:

“The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions (“Instructions”) given pursuant to this Master Senior Indenture and any Supplemental Senior Indenture and delivered using Electronic Means (“Electronic Means” shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions (“Authorized Officers”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee’s understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the City and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.”

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notices.

(a) Any notice, request, direction, designation, consent, acknowledgment, certification, appointment, waiver or other communication required or permitted by this Third Supplemental Senior Indenture or the Series 2022 Bonds must be in writing except as expressly provided otherwise in this Third Supplemental Senior Indenture or the Series 2022 Bonds.

(b) Any notice or other communication, unless otherwise specified, shall be sufficiently given and deemed given when mailed by first-class mail, postage prepaid, addressed to the City or the Trustee at the addresses provided in the Master Senior Indenture or when delivered by hand and received by the City or the Trustee at the addresses provided in the Master Senior Indenture. Any addressee may designate additional or different addresses for purposes of this Section.

Section 8.02. Modification of Master Senior Indenture and this Third Supplemental Senior Indenture. The City may, from time to time and at any time execute and deliver Supplemental Senior Indentures supplementing and/or amending the Master Senior Indenture and this Third Supplemental Senior Indenture in the manner set forth in Article X of the Master Senior Indenture.

Section 8.03. Continuing Disclosure. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Third Supplemental Senior Indenture, failure of the City to comply with its obligations set forth in the Continuing Disclosure Certificate shall not constitute an Event of Default (as specified in Article VIII of the Master Senior Indenture); provided, however, that the underwriters for the Series 2022 Bonds or any Bondholder or beneficial owner of the Series 2022 Bonds may take such actions as may be necessary and appropriate to compel performance by the City of its obligations under this Section, including seeking mandate or specific performance by court order.

Section 8.04. Compliance with Sections 2.09(d) and 2.11 of Master Senior Indenture Not Required. Provided all of the Series 2009C Bonds and all of the Series 2010 Bonds are defeased as provided in Article VII of the Master Senior Indenture on the Closing Date, compliance with Sections 2.09(d) and 2.11 of the Master Senior Indenture shall not be required in connection with the issuance of the Series 2022 Bonds.

Section 8.05. Parties Interested Herein. Nothing in this Third Supplemental Senior Indenture expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the City, the Trustee and the Bondholders of the Series 2022 Bonds, any right, remedy or claim under or by reason of this Third Supplemental Senior Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Third Supplemental Senior Indenture contained by and on behalf of the City

shall be for the sole and exclusive benefit of the City, the Trustee and the Bondholders of the Series 2022 Bonds.

Section 8.06. Severability. If any provision of this Third Supplemental Senior Indenture shall be determined to be unenforceable, that shall not affect any other provision of this Third Supplemental Senior Indenture.

Section 8.07. Payments or Actions Occurring on Non-Business Days. If a payment date is not a Business Day at the place of payment or if any action required hereunder is required on a date that is not a Business Day, then payment may be made at that place on the next Business Day or such action may be taken on the next Business Day with the same effect as if payment were made or the action taken on the stated date, and no interest shall accrue for the intervening period.

Section 8.08. Governing Law. This Third Supplemental Senior Indenture shall be governed by and construed in accordance with the laws of the State.

Section 8.09. Captions. The captions in this Third Supplemental Senior Indenture are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Third Supplemental Senior Indenture.

Section 8.10. Counterparts. This Third Supplemental Senior Indenture may be signed in several counterparts. Each will be an original, but all of them together constitute the same instrument.

[Remainder of page intentionally left blank; signature page follow]

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Senior Trust Indenture to be duly executed, all as of the date first above written.

CITY OF LONG BEACH

By _____
City Manager

Attest:

By _____
City Clerk

Approved as to form:

J. CHARLES PARKIN, City Attorney

By _____
Assistant City Attorney

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

By _____
Authorized Representative

[Signature page to Third Supplemental Senior Trust Indenture]

EXHIBIT A
FORM OF BOND

UNITED STATES OF AMERICA

CITY OF LONG BEACH, CALIFORNIA
SENIOR AIRPORT REVENUE [REFUNDING] BOND
SERIES 2022[A/B/C]
([GOVERNMENTAL][PRIVATE ACTIVITY]/[AMT][NON-AMT])

No. R-____

Principal Amount: \$_____

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY (“DTC”) TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

Interest Rate	Maturity Date	Original Dated Date	CUSIP
%	June 1, 20____	[•], 2022	542403____

THIS BOND IS A SPECIAL LIMITED OBLIGATION OF THE CITY OF LONG BEACH, PAYABLE SOLELY FROM AND SECURED BY A PLEDGE OF NET REVENUES DERIVED BY THE CITY OF LONG BEACH FROM THE OPERATIONS OF THE ENTERPRISE AND SUCH OTHER AMOUNTS, FUNDS AND ACCOUNTS PLEDGED THEREFOR UNDER THE SENIOR INDENTURE. NONE OF THE PROPERTIES OF THE ENTERPRISE ARE SUBJECT TO ANY MORTGAGE OR OTHER LIEN FOR THE BENEFIT OF THE BONDHOLDER OF THIS BOND, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY OF LONG BEACH, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION OR AGENCY OF THE STATE OF CALIFORNIA IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND. NEITHER THIS BOND NOR THE OBLIGATION TO PAY PRINCIPAL OF OR INTEREST HEREON CONSTITUTES A DEBT OF THE CITY OF LONG BEACH, THE STATE OF CALIFORNIA OR ANY OF ITS POLITICAL SUBDIVISIONS WITHIN THE MEANING OF ANY CONSTITUTIONAL LIMITATION ON INDEBTEDNESS.

The City of Long Beach, California (the “City”), acting pursuant to the Charter of the City of Long Beach, California (the “Charter”), promises to pay, from the Net Revenues, as hereinafter defined in this Bond, to Cede & Co. (the “Registered Owner”), or registered assigns, the principal

sum of _____ Dollars on the Maturity Date set forth above and to pay interest as provided in this Bond.

Additional provisions of this Bond are set forth on the following pages of this Bond.

All acts, conditions and other matters required to exist, to happen and to be performed, precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law and the Charter.

CITY OF LONG BEACH, CALIFORNIA

By _____
City Treasurer

Attest:

By _____
City Clerk

CERTIFICATE OF AUTHENTICATION

The Bank of New York Mellon Trust Company, N.A., as Trustee, hereby certifies that this is one of the Bonds referred to in the Master Senior Indenture and the Third Supplemental Senior Indenture.

Date of Authentication: _____, 20__

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

By _____
Name _____
Title _____

1. **Master Senior Indenture; Third Supplemental Senior Indenture.** The City has entered into a Master Senior Trust Indenture, dated as of December 1, 2009, as amended from time to time (the "Master Senior Indenture"), with The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"). The Master Senior Indenture provides that the City may issue bonds and incur other indebtedness under the terms and conditions set forth in the Master Senior Indenture and Supplemental Senior Indentures. All bonds and other indebtedness issued thereunder and secured thereby are collectively referred to herein as "Bonds." All capitalized

terms not defined herein shall have the meanings set forth in the Master Senior Indenture and the hereinafter defined Third Supplemental Senior Indenture.

This Bond is part of a series of Bonds of the City issued under the Master Senior Indenture and the Third Supplemental Senior Trust Indenture, dated as of [•] 1, 2022 (the “Third Supplemental Senior Indenture,” and collectively with the Master Senior Indenture, the “Senior Indenture”), by and between the City and the Trustee, and authorized by Resolution No. RES-22-[•] adopted by the City Council of the City on [•], 2022. The series of Bonds of which this Bond is a part is being issued in the original principal amount of \$[PARA/PARB/PARC] and designated as City of Long Beach, California, Senior Airport Revenue [Refunding] Bonds, Series 2022[A/B/C] ([Governmental][Private Activity]/[AMT][Non-AMT]) (the “Series 2022[A/B/C] Bonds”). Simultaneously with the issuance of the Series 2022[A/B/C] Bonds, the City is issuing its City of Long Beach, California Senior Airport Revenue [Refunding] Bonds, Series 2022[A/B/C] ([Governmental][Private Activity]/[AMT][Non-AMT]) (the “Series 2022[A/B/C] Bonds”) and its City of Long Beach, California Senior Airport Revenue [Refunding] Bonds, Series 2022[A/B/C] ([Governmental][Private Activity]/[AMT][Non-AMT]) (the “Series 2022[A/B/C] Bonds”).

The Master Senior Indenture also provides for the incurrence of additional debt, including the issuance of additional bonds, to be secured under the Master Senior Indenture equally and ratably with the Series 2022[A/B/C] Bonds. The Series 2022[A/B/C] Bonds are being issued primarily to [(i) refinance certain capital improvements at Long Beach Airport], [(ii) finance certain capital improvements at Long Beach Airport] [and [(ii)][(iii)] refund all of the City’s outstanding [Refunded Series 2009C Bonds and Series 2010B Bonds] [refund all of the City’s outstanding Refunded Series 2010A Bonds]].

The terms of the Series 2022[A/B/C] Bonds include the terms set forth in the Senior Indenture. Bondholders are referred to the Senior Indenture, as amended from time to time, for a statement of those terms.

2. **Source of Payments.** The Series 2022[A/B/C] Bonds are, as provided in the Senior Indenture, secured by and payable from the Net Revenues (including PFC Revenues as described in the Senior Indenture), as described below and as defined in the Senior Indenture. The City has covenanted under the Master Senior Indenture that it will not issue any additional bonds or other obligations with a lien on or security interest granted in Net Revenues which is senior to the Series 2010[A/B/C] Bonds. The Master Senior Indenture pledges the Net Revenues to secure payment of all Bonds issued under the Master Senior Indenture.

The term “Net Revenues” is defined in the Master Senior Indenture to mean, for any given period, the Revenues for such period, less the Maintenance and Operation Costs for such period.

Net Revenues shall also include such additional sources of revenue, if any, subsequently pledged by the City to pay the Bonds. The City is not required to provide for the payment of the Bonds from any other source.

3. **Interest Rate.** This Bond shall bear interest until the Maturity Date at the Interest Rate shown on the first page of this Bond. Interest on overdue principal and, to the extent lawful,

on overdue interest will be payable at the Interest Rate on this Bond on the day before the default occurred.

Interest on this Bond shall be calculated on the basis of a year of 360 days and twelve 30-day months.

4. **Interest Payment and Record Dates.** Interest hereon will be due and payable on December 1, 2022 and each June 1 and December 1 thereafter and will be paid to the party who is the owner hereof on the Record Date for such payment. The Record Date for a June 1 payment is the preceding May 15, and the Record Date for a December 1 payment is the preceding November 15. If this Bond is not a Book-Entry Bond, as defined in the Third Supplemental Senior Indenture, interest hereon will be paid by check mailed to the Bondholder's registered address, and, if this Bond is a Book-Entry Bond, as defined in the Third Supplemental Senior Indenture, interest will be paid as provided in the Third Supplemental Senior Indenture.

Interest will be paid in money of the United States that at the time of payment is legal tender for payment of public and private debts or by checks or drafts payable in such money. If any payment on the Bonds is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

5. **Payment of Principal.** Payment of principal of this Bond will be paid at the Maturity Date (as provided on the first page of this Bond) upon surrender of this Bond to the Trustee or its agent except that if this Bond is a Book-Entry Bond, the Trustee may make other arrangements for payment of principal. Principal will be paid in money of the United States that at the time of payment is legal tender for payment of public and private debts or by checks or drafts payable in such money. If any payment on the Bonds is due on a non-Business Day, it will be made on the next Business Day, and no interest will accrue as a result.

6. **Redemption Provisions.**

(a) **Optional Redemption.** The Series 2022[A/B/C] Bonds maturing on or before June 1, 20[•] are not subject to optional redemption prior to maturity. The Series 2022[A/B/C] Bonds maturing on or after June 1, 20[•] are subject to redemption prior to maturity, at the option of the City, on or after June 1, 20[•], in whole or in part, at any time, from any moneys that may be provided for such purpose and at a redemption price equal to 100% of the principal amount of the Series 2022[A/B/C] Bonds to be redeemed plus accrued interest to the date fixed for redemption, without premium

[(b) **Mandatory Sinking Fund Redemption.** The Series 2022C Bonds maturing on June 1, 20[•] are subject to mandatory sinking fund redemption in part, by lot, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon on June 1, 20[•] in accordance with the terms of a mandatory sinking fund redemption schedule set forth in the Third Supplemental Senior Indenture.]

[(b)/(c)] **Notice of Redemption.** The Trustee shall give notice of redemption, in the name of the City, to Bondholders affected by such redemption at least 30 days but not more than 60 days before each redemption date, send such notice of redemption by first

class mail (or with respect to Series 2022[A/B/C] Bonds held by DTC by an express delivery service for delivery on the next following Business Day) to each Bondholder of a Series 2022[A/B/C] Bond to be redeemed. Each such notice shall be sent to the Bondholder's registered address.

Each notice of redemption shall specify the Series, maturity date, interest rate and CUSIP number of each Series 2022[A/B/C] Bond to be redeemed, the date of issue, if less than all Series 2022[A/B/C] Bonds of a Series, maturity date and interest rate are called for redemption the numbers of the Series 2022[A/B/C] Bonds to be redeemed, the principal amount to be redeemed, the date fixed for redemption, the redemption price, the place or places of payment, the Trustee's name, that payment shall be made upon presentation and surrender of the Series 2022[A/B/C] Bonds to be redeemed, that interest, if any, accrued to the date fixed for redemption and not paid shall be paid as specified in said notice, and that on and after said date interest thereon shall cease to accrue.

The City may provide that, if at the time of mailing of notice of an optional redemption there shall not have been deposited with the Trustee moneys sufficient to redeem all the Series 2022[A/B/C] Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption moneys with the Trustee not later than the opening of business one Business Day prior to the scheduled redemption date, and such notice shall be of no effect unless such moneys are so deposited. In the event sufficient moneys are not on deposit on the required date, then the redemption shall be cancelled and on such cancellation date notice shall be mailed to the Bondholders of such Series 2022[A/B/C] Bonds to be redeemed.

Failure to give any required notice of redemption as to any particular Series 2022[A/B/C] Bonds shall not affect the validity of the call for redemption of any Series 2022[A/B/C] Bonds in respect of which no failure occurs. Any notice sent as provided in the Third Supplemental Senior Indenture shall be conclusively presumed to have been given whether or not actually received by the addressee. When notice of redemption is given, Series 2022[A/B/C] Bonds called for redemption become due and payable on the date fixed for redemption at the applicable redemption price. In the event that funds are deposited with the Trustee sufficient for redemption, interest on the Series 2022[A/B/C] Bonds to be redeemed shall cease to accrue on and after the date fixed for redemption.

[(c)/(d)] ***Effect of Redemption.*** On the date so designated for redemption, notice having been given as aforesaid and sufficient moneys for payment of the redemption price being held in trust by the Senior Trustee to pay the redemption price, interest on such Series 2022[A/B/C] Bonds shall cease to accrue from and after such redemption date, such Series 2022[A/B/C] Bonds shall cease to be entitled to any lien, benefit or security under the Senior Indenture and the Bondholders of such Series 2022[A/B/C] Bonds shall have no rights in respect thereof except to receive payment of the redemption price.

Series 2022[A/B/C] Bonds called for redemption and for the payment of the redemption price of which moneys shall be held in trust for the Bondholders of the Series 2022[A/B/C] Bonds to be redeemed, all as provided in the Third Supplemental Senior

Indenture, shall not be deemed to be Outstanding under the provisions of the Senior Indenture.

7. **Denominations; Transfer; Exchange.** The Series 2022[A/B/C] Bonds are available in denominations of \$5,000 and integral multiples thereof. A Bondholder may transfer or exchange Series 2022[A/B/C] Bonds in accordance with the Senior Indenture. The Trustee may require a Bondholder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Senior Indenture. The Trustee need not transfer or exchange any Series 2022[A/B/C] Bond during the period established by the Registrar for selection of Series 2022[A/B/C] Bonds for redemption or any Series 2022[A/B/C] Bond which has been selected for redemption.

8. **Persons Deemed Owners.** The Registered Owner of this Bond shall be treated as the owner of it for all purposes.

9. **Unclaimed Money.** If money for the payment of principal or interest remains unclaimed for one year, the Trustee will pay the money to or for the account of the City. After that, Bondholders entitled to the money must look only to the City and not to the Trustee for payment.

10. **Discharge Before Maturity.** If the City at any time deposits with the Trustee money or Federal Securities as described in the Master Senior Indenture sufficient to pay at maturity principal of and interest on the outstanding Series 2022[A/B/C] Bonds, and if the City also pays all other sums then payable by the City under the Master Senior Indenture, the Master Senior Indenture will be discharged. After discharge, Bondholders must look only to the deposited money and securities for payment. If the City at any time deposits with the Trustee money or Federal Securities as described in the Master Senior Indenture sufficient to pay at maturity, principal of and interest on all or any portion of the outstanding Series 2022[A/B/C] Bonds, such Series 2022[A/B/C] Bonds, with respect to which the deposit was made, shall no longer be deemed to be outstanding and shall no longer be secured by the Master Senior Indenture except to the extent of the funds set aside therefor.

11. **Amendment, Supplement, Waiver.** The Master Senior Indenture, the Third Supplemental Senior Indenture and the Series 2022[A/B/C] Bonds may be amended or supplemented, and any past default or compliance with any provision may be waived, as provided in the Senior Indenture. Any consent given by the owner of this Bond shall bind any subsequent owner of this Bond or any Bond delivered in substitution for this Bond.

12. **Defaults and Remedies.** The Master Senior Indenture provides that the occurrences of certain events constitute Events of Default. If an Event of Default occurs and is continuing, the principal of this Bond may not be declared to be due and payable immediately on the terms set forth in the Master Senior Indenture. An Event of Default and its consequences may be waived as provided in the Master Senior Indenture. Bondholders may not enforce the Master Senior Indenture, the Third Supplemental Senior Indenture or the Series 2022[A/B/C] Bonds except as provided in the Senior Indenture. The Trustee may refuse to enforce the Master Senior Indenture, the Third Supplemental Senior Indenture or the Series 2022[A/B/C] Bonds unless it receives indemnity satisfactory to it. Subject to certain limitations, Bondholders of not less than

25% of the aggregate principal of the Series 2022[A/B/C] Bonds (determined in accordance with the terms of the Senior Indenture) may direct the Trustee in its exercise of any trust or power.

13. **No Recourse Against Others.** No member, director, officer or employee of the City shall have any personal liability for any obligations of the City under the Series 2022[A/B/C] Bonds, the Master Senior Indenture or the Third Supplemental Senior Indenture or for any claim based on such obligations or their creation or be subject to any personal liability or accountability by reason of the issuance thereof. Each Bondholder, by accepting a Series 2022[A/B/C] Bond, waives and releases all such liability. The waiver and release are part of the consideration for the issuance of this Bond.

14. **Authentication.** This Bond shall not be valid until the Trustee or an authenticating agent signs the certificate of authentication on the signature page of this Bond.

15. **Abbreviations.** Customary abbreviations may be used in the name of a Bondholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (=tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= custodian) and U/G/M/A (=Uniform Gifts to Minors Act).

FORM OF ASSIGNMENT

I or we assign and transfer to

Insert social security or other
identifying number of assignee

[_____]

[_____]

(Print or type name, address and zip code of assignee) this Bond and irrevocably appoint _____ agent to transfer this Bond on the books of the City. The agent may substitute another to act for him.

Dated: _____

Signed _____
(Sign exactly as name appears on the face of this Bond)

Signature guaranteed: _____
(Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee.)

EXHIBIT B

REFUNDED BONDS

**City of Long Beach, California
Senior Airport Revenue Bonds
Series 2009C**

Maturity Date (June 1)	Principal to be Redeemed	Redemption Price	Redemption Date	CUSIP Number
2024	\$ 3,580,000	100%	[•], 2022	542403AA8
2029	10,575,000	100	[•], 2022	542403AB6
2039	30,725,000	100	[•], 2022	542403AC4

**City of Long Beach, California
Senior Airport Revenue Bonds
Series 2010A**

Maturity Date (June 1)	Principal to be Redeemed	Redemption Price	Redemption Date	CUSIP Number
2023	\$ 1,365,000	100%	[•], 2022	542403BL3
2025	2,905,000	100	[•], 2022	542403BJ8
2030	8,585,000	100	[•], 2022	542403BK5
2040	24,930,000	100	[•], 2022	542403BG4

**City of Long Beach, California
Senior Airport Revenue Bonds
Series 2010B**

Maturity Date (June 1)	Principal to be Redeemed	Redemption Price	Redemption Date	CUSIP Number
2023	\$ 355,000	100%	[•], 2022	542403BZ2
2025	755,000	100	[•], 2022	542403CA6
2030	2,235,000	100	[•], 2022	542403CB4
2040	6,480,000	100	[•], 2022	542403BX7

EXHIBIT C

SERIES 2022C PROJECTS DESCRIPTION

[Ticketing Lobby]

[Baggage Claim Rehabilitation]

[Meet/Greet Plaza]

EXHIBIT D-2

FORM OF SERIES 2022 COSTS OF ISSUANCE FUND REQUISITION

Requisition No. _____

To: The Bank of New York Mellon Trust Company, N.A.
333 South Hope Street, Suite 2525
Los Angeles, California 90071
Attention: Corporate Trust Department

Re: Requisition of Funds from City Long Beach, California Senior Airport Revenue and Revenue Refunding Bonds Series 2022 Costs of Issuance Fund

The amount requisitioned: \$ _____

Payment to be made to: _____

Manner in which payment is to be made: _____

Description of Costs of Issuance: _____

The undersigned, an Authorized City Representative within the meaning of the Master Senior Trust Indenture, dated as of December 1, 2009, (the “Master Senior Indenture”), by and between the City of Long Beach (the “City”), and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), and the Third Supplemental Senior Trust Indenture, dated as of [●] 1, 2022 (the “Third Supplemental Senior Indenture”), by and between the City and the Trustee, hereby requisitions the amount set forth above and directs that such amount be paid to the party set forth above from funds held in **[check one]**

- City of Long Beach, California Senior Airport Revenue Refunding Bonds Series 2022A Costs of Issuance Account
- City of Long Beach, California Senior Airport Revenue Refunding Bonds Series 2022B Costs of Issuance Account
- City of Long Beach, California Senior Airport Revenue Bonds Series 2022C Costs of Issuance Account

of the City of Long Beach, California Senior Airport Revenue and Revenue Refunding Bonds Series 2022 Costs of Issuance Fund held under the Third Supplemental Senior Indenture and directs that payment be made in the manner described above.

The amount to be paid represents Costs of Issuance (as defined in the Third Supplemental Senior Indenture) associated with the issuance of the City of Long Beach, California Senior Airport Revenue [Refunding] Bonds Series 2022[A/B/C] (the “Series 2022[A/B/C] Bonds”) and the amounts requisitioned hereby will be expended only in accordance with and subject to the

limitations set forth in the Master Senior Indenture, the Third Supplemental Senior Indenture and the Tax Compliance Certificate, dated [●], 2022 and relating to the Series 2022[A/B/C] Bonds. Capitalized terms not otherwise defined herein shall have the applicable meanings in the Master Senior Indenture and the Third Supplemental Senior Indenture

Dated: _____.

By _____
Authorized City Representative