

Attachment 2

INDENTURE

Between the

CITY OF BEVERLY HILLS PUBLIC FINANCING AUTHORITY

and

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

Dated as of June 1, 2013

Authorizing the Issuance of

**\$ _____
City of Beverly Hills Public Financing Authority
2013 Lease Revenue Refunding Bonds, Series A
(2003 Refunding Project)**

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EXHIBIT A FORM OF BONDS

INDENTURE

THIS INDENTURE, dated as of June 1, 2013, is between the CITY OF BEVERLY HILLS PUBLIC FINANCING AUTHORITY (the "Authority"), a joint exercise of powers agency, duly organized and existing under and by virtue of the laws of the State of California (the "Authority"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee").

RECITALS

WHEREAS, the Authority is authorized pursuant to the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4, Chapter 5, Division 7, Title 1 (commencing with Section 6584) of the California Government Code, as amended (the "Law"), to issue bonds to provide funds to achieve its purposes, including the payment of costs of any public capital improvements (as that term is defined in the Law); and

WHEREAS, the Authority has heretofore adopted and implemented a program (the "Program") under which the Authority will provide financing and refinancing for certain projects by entering into, among other arrangements, lease/leasebacks with the City of Beverly Hills; and

WHEREAS, in order to obtain money to carry out the Program, the Authority proposes to authorize the issuance of a series of revenue bonds under the provisions of Article 4 (commencing with Section 6584) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Law"), to be designated as the City of Beverly Hills Public Financing Authority 2013 Lease Revenue Refunding Bonds, Series A (2003 Refunding Project) (the "Bonds").

WHEREAS, pursuant to a Site and Facility Lease (the "Site Lease"), the City will lease to the Authority the Site (as defined herein) and the improvements constructed thereon (the "Facilities" and, together with the Site, the "Leased Property"); and

WHEREAS, pursuant to a Property Lease between the City and the Authority (the "Property Lease"), the City will lease the Leased Property from the Authority, and the Authority will use the lease payments paid by the City to the Authority under the Property Lease to pay debt service on the Bonds; and

WHEREAS, all conditions, things and acts required by law to exist, happen and be performed precedent to and in connection with the issuance of the Bonds exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized to issue the Bonds;

NOW, THEREFORE, in order to secure the payment of the Bonds and the performance and observance by the Authority of all the covenants, agreements and conditions herein and in the Bonds contained, and in consideration of the mutual covenants and agreements contained herein, the Authority and the Trustee hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 will have, for purposes of this Indenture and of any certificate, opinion or other document herein mentioned, the meanings herein specified. Capitalized terms not otherwise defined herein will have the meanings assigned to such terms in Article I of the Property Lease.

"Agreement" means that certain Joint Exercise of Powers Agreement, dated as of November 10, 1992, between the City and the Parking Authority of the City of Beverly Hills, creating the Authority, together with any amendments thereof and supplements thereto.

"Authority" means the City of Beverly Hills Public Financing Authority, a joint exercise of powers authority duly organized and existing under the laws of the State of California and the Agreement.

"Base Rental" means all amounts payable to the Authority from the City as Base Rental pursuant to Section 3.01 of the Property Lease.

"Bondowner" or "Owner" means the person in whose name such Bond will be registered.

"Bonds" means the City of Beverly Hills Public Financing Authority 2013 Lease Revenue Refunding Bonds, Series A (2003 Refunding Project) in the initial aggregate principal amount of \$_____.

"Bond Purchase Contract" means the Bond Purchase Contract dated May __, 2013, among the Authority, the City and E. J. De La Rosa & Co., Inc. relating to the Bonds.

"Business Day" means any day other than (i) a Saturday or a Sunday or (ii) any other day on which commercial banks located in the city in which the Corporate Trust Office of the Trustee is located are authorized or required by law to close.

"Certificate", "Statement", "Request" and "Requisition" mean, respectively, a written certificate, statement, request or requisition signed in the name of the Authority or the City by its Designated Officer, or such other person as may be designated in writing to the Trustee and authorized to sign for the Authority or the City. Any such instrument and supporting opinions or representations, if any, may be, but need not be, combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined will be read and construed as a single instrument.

Any Certificate or Statement of the Authority or the City may be based, insofar as it relates to legal, accounting or engineering matters, upon the opinion or representation of counsel, accountants or engineers, unless the officer signing such certificate or statement knows, or in the exercise of reasonable care should have known, that the opinion or representation with respect to the matters upon which such certificate or statement may be based, as aforesaid, is erroneous. The same officer of the Authority or the City, or the same counsel or accountant or engineer, as the case may be, need not certify to all of the matters

required to be certified under any provision of this Indenture, but different officers, counsel, accountants or engineers may certify to different facts.

"City" means the City of Beverly Hills, a municipal corporation duly organized and existing under the laws of the State of California.

"Code" means the Internal Revenue Code of 1986 and the regulations of the United States Department of Treasury issued thereunder, and in this regard reference to any particular section of the Code will include reference to all successors to such section of the Code, when appropriate.

"Corporate Trust Office" means the corporate trust office of the Trustee in Los Angeles, California, provided, however, for transfer, registration, exchange, payment, redemption and surrender of Bonds, "Corporate Trust Office" means care of the corporate trust office of the Trustee in St. Paul, Minnesota, or such other office designated by the Trustee from time to time.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the Authority or the City and related to the authorization, issuance, sale and delivery of the Bonds, including but not limited to advertising and printing costs, costs of preparation and reproduction of documents, filing and recording fees, fees and charges of the Trustee, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees, and fees and charges for preparation, execution, transportation and safekeeping of the Bonds.

"Costs of Issuance Fund" means the fund created pursuant to Section 3.04 hereof.

"Defeasance Obligations" means:

- (a) Cash;
- (b) Government Obligations;
- (c) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself): (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) Federal Housing Administration debentures; (iv) participation certificates of the General Services Administration; (v) Federal Financing Bank bonds and debentures; (vi) guaranteed mortgage-backed bonds or guaranteed pass-through obligations of the Government National Mortgage Association; (vii) guaranteed Title XI financings of the U.S. Maritime Administration; and (viii) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development;
- (d) bonds, notes or other evidences of indebtedness rated AAA by S&P and Aaa by Moody's issued by the Fannie Mae or the Federal Home Loan Mortgage Corporation; and

(e) any pre-refunded bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (i) which are rated, based on the refunding escrow, in the same rating category that Government Obligations are rated by S&P and Moody's or (ii)(A) which are fully secured as to principal and interest and redemption premium (if any) by a fund consisting only of cash or Government Obligations, which fund may be applied only to the payment of such principal of and interest and redemption premium (if any) in such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates under such irrevocable instructions, as appropriate, and (B) which fund is sufficient, as verified by an Independent Accountant, to pay principal of and interest and redemption premium (if any) on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate.

"Depository" means any securities depository appointed to act as Depository under Section 2.10.

"Designated Officer" means (a) with respect to the Authority, its Executive Director, Treasurer or any other person designated as a Designated Officer of the Authority by a Certificate of the Authority signed by its Executive Director or its Treasurer and filed with the City and the Trustee; and (b) with respect to the City, its City Manager, Director of Administrative Services and Chief Financial Officer or any other person designated as a Designated Officer of the City by a Certificate of the City signed by its City Manager or its Director of Administrative Services and Chief Financial Officer and filed with the Authority and the Trustee.

"Excess Investment Earnings" means an amount equal to the sum of:

- (i) the excess of
 - (A) the aggregate amount earned on all Nonpurpose Investments (other than amounts attributable to such excess), over
 - (B) the amount which would have been earned if the Yield on such Nonpurpose Investments (other than amounts attributable to such excess) had been equal to the Yield on the Bonds,
- (ii) any income attributable to the excess described in clause (i).

"Facilities" means the improvements constructed on the Site.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's

length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the Authority, the City and related parties do not own more than a ten percent (10%) beneficial interest if the return paid by the fund is without regard to the source of investment.

"Fiscal Year" or "fiscal year" means the period beginning July 1 of each year and ending on the next succeeding June 30.

"Fitch" means Fitch Ratings, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns, except that if such corporation will be dissolved or liquidated or will no longer perform the functions of a securities rating agency, then the term "Fitch" will be deemed to refer to any other nationally recognized securities rating agency selected by the Authority or the City.

"Government Obligations" means and includes any of the following securities: State and Local Government Series notes issued by the United States Treasury; United States Treasury bills, notes and bonds as traded on the open market; zero coupon United States Treasury bonds; and interest strips of the Resolution Funding Corporation for which separation of principal and interest is made by a Federal Reserve Bank in book-entry form.

"Gross Proceeds" means the sum of the following amounts:

(i) original proceeds, namely, net amounts received by or for the Authority as a result of the sale of the Bonds, excluding original proceeds which become transferred proceeds (determined in accordance with applicable Department of Treasury Regulations) of obligations issued to refund in whole or in part the Bonds;

(ii) investment proceeds, namely, amounts received at any time by or for the Authority, such as interest and dividends, resulting from the investment of any original proceeds (as referenced in clause (i) above) or investment proceeds (as referenced in this clause (ii)) in Nonpurpose Investments, increased by any profits and decreased (if necessary, below zero) by any losses on such investments, excluding investment proceeds which become transferred proceeds (determined in accordance with applicable Regulations) of obligations issued to refund in whole or in part the Bonds;

(iii) sinking fund proceeds, namely, amounts, other than original proceeds or investment proceeds (as referenced in clauses (i) and (ii) above) of the Bonds, which are held in the Revenue Fund and any other fund or account to the extent that the Authority reasonably expects to use such other fund to pay debt service on the Bonds;

(iv) amounts in any fund established as a reasonably required reserve for payment of debt service on the Bonds;

(v) amounts, other than as specified in this definition, used to pay debt service on the Bonds; and

(vi) amounts received as a result of investing amounts described in this definition.

"Independent Public Accountant" means any certified public accountant or public accountant or firm of such accountants retained and paid by the Authority or the City, and who, or each of whom:

(1) is in fact independent, and not under domination of the Authority or the City;

(2) does not have any substantial interest, direct or indirect, with the Authority or the City; and

(3) is not connected with the Authority or the City as a board member of the Authority or as a member of the City Council of the City, or as an officer or employee of the Authority or the City, but who may be regularly retained to make annual or similar audits of any of the books of the Authority or the City.

"Indenture" means this Indenture as originally executed or as it may from time to time be supplemented or amended pursuant to the provisions hereof.

"Insurance and Eminent Domain Proceeds Fund" means the fund by that name created pursuant to Section 5.02(d).

"Interest Fund" means the fund by that name created pursuant to Section 5.02(a).

"Interest Payment Date" means each June 1 and December 1, commencing on December 1, 2013.

"Investment Property" means any security (as said term is defined in section 165(g)(2)(A) or (B) of the Code), obligation, annuity contract or investment-type property, excluding, however, obligations (other than specified private activity bonds as defined in section 57(e)(5)(6) of the Code) the interest on which is excluded from gross income, under section 103 of the Code, for federal income tax purposes.

"Law" means the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4, Chapter 5, Division 7, Title 1 (commencing with Section 6584) of the California Government Code, as amended.

"Leased Property" means the Site and the Facilities.

"Moody's" means Moody's Investors Service, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns, except that if such corporation will be dissolved or liquidated or will no longer perform the functions of a securities rating agency, then the term "Moody's" will be deemed to refer to any other nationally recognized securities rating agency selected by the Authority or the City.

"Nominee" means the nominee of the Depository as determined from time to time in accordance with Section 2.10.

"Nonpurpose Investment" means any Investment Property that is acquired with the Gross Proceeds of the Bonds and is not acquired in order to carry out the governmental purpose of the Bonds.

"Notices" means all notices, certificates or other documentation to be provided by any person to any other person under this Indenture, the Property Lease, the Site Lease or the Continuing Disclosure Agreement, including, without implied limitation, the annual reports and notices of material events to be provided by the City under the Continuing Disclosure Agreement and notices to be provided by the Trustee to the City or the Authority regarding noncompliance with any provision of the Indenture or the Property Lease.

"Outstanding", when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 9.02) all Bonds theretofore executed, issued and delivered by the Authority under this Indenture except:

(1) Bonds theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation;

(2) Bonds for the payment or redemption of which funds in the necessary amount will have been deposited theretofore with the Trustee (whether upon or prior to the maturity or redemption date of such Bonds), provided, that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption will have been given as provided in Article IV or some other provision satisfactory to the Trustee will have been made for the giving of such notice; and

(3) Bonds in lieu of or in substitution for which other Bonds will have been executed, issued and delivered by the Authority pursuant to Section 2.09.

"Participants" means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as a securities depository.

"Permitted Encumbrances" means, as of any particular time:

(a) liens for general ad valorem taxes and assessments, if any, not then delinquent;

(b) the Site Lease and the Property Lease;

(c) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law;

(d) leases, easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of initial delivery of the Bonds; and

(e) leases, easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date

of recordation of the Property Lease and which do not materially impair the use by the City or the value to the City of the Leased Property.

"Permitted Investments" means any of the following which at the time acquired or made are legal investments for the Authority, under applicable State of California laws, for the moneys held hereunder then proposed to be invested therein (provided that the Trustee will be entitled to rely conclusively upon any such determination by the Authority):

- (a) Government Obligations;
- (b) obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including: Export-Import Bank, Farmers Home Administration, General Services Administration, U.S. Maritime Administration, Small Business Administration, Government National Mortgage Association, U.S. Department of Housing & Urban Development, and Federal Housing Administration;
- (c) bonds, notes or other evidences of indebtedness rated AAA by S&P and Aaa by Moody's issued by the Fannie Mae or the Federal Home Loan Mortgage Corporation with remaining maturities not exceeding three years;
- (d) U.S. dollar denominated deposit accounts (including those with the Trustee or with any affiliate of the Trustee), federal funds and banker's acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of A-1 or A-1+ by S&P and P-1 by Moody's, and maturing no more than 360 days after the date of purchase;
- (e) commercial paper which is rated at the time of purchase in the single highest classification, A-1 or A-1+ by S&P and P-1 by Moody's and which matures not more than 270 days after the date of purchase;
- (f) investments in a money market fund rated AAAM or AAAM-G by S&P, which may include funds for which the Trustee or its affiliates provide investment advisory or other management services;
- (g) any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (i) which are rated in the same rating category that Government Obligations are rated by S&P and Moody's or (ii)(A) which are fully secured as to principal and interest and redemption premium (if any) by a fund consisting only of cash or Government Obligations, which fund may be applied only to the payment of such principal of and interest and redemption premium (if any) in such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates under such irrevocable instructions, as appropriate, and (B) which fund is sufficient, as verified by an Independent Accountant, to pay principal of and interest and redemption premium (if any) on the bonds or other obligations described in this paragraph on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to above, as appropriate;

(h) investment agreements with notice to each rating agency then maintaining a rating on the Bonds;

(i) the Local Agency Investment Fund established under Section 16429.1 of the Government Code of the State of California, *provided, however*, that the Trustee must be allowed to make investments and withdrawals in its own name and the Trustee may restrict investments in the Local Agency Investment Fund if required to keep moneys available for the purposes of the Indenture; and

(j) any other investment permitted pursuant to Section 53601 of the California Government Code.

"Principal Fund" means the fund by that name created pursuant to Section 5.02(b).

"Principal Payment Date" means any June 1 on which the principal of the Bonds is scheduled to be paid .

"Prior Bonds" means the City of Beverly Hills Public Financing Authority Lease Revenue Bonds, 2003 Refunding Series A, originally issued in the principal amount of \$68,455,000.

"Prior Bonds Trustee" means U.S. Bank National Association, as trustee for the Prior Bonds.

"Property Lease" means the Property Lease, made and entered into as of June 1, 2013, between the Authority, as lessor, and the City, as lessee, providing for the lease of the Leased Property from the Authority to the City, as the same may be amended or supplemented.

"Purchase Price," for the purpose of computation of the Yield of the Bonds, has the same meaning as the term "issue price" in sections 1273(b) and 1274 of the Code, and, in general, means the initial offering price of the Bonds to the public (not including bond houses and brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of the Bonds are sold or, if the Bonds are privately placed, the price paid by the first buyer of the Bonds or the acquisition cost of the first buyer. The term "Purchase Price," for the purpose of computation of the Yield of Nonpurpose Investments, means the fair market value of the Nonpurpose Investments on the date of use of Gross Proceeds of the Bonds for acquisition thereof, or if later, on the date that Investment Property constituting a Nonpurpose Investment becomes a Nonpurpose Investment of the Bonds.

"Rating Agency" means Moody's, S&P or Fitch, as applicable, so long as each of them maintains a rating on the Bonds.

"Rebate Fund" means the Rebate Fund established pursuant to Section 6.20.

"Record Date" means the 15th day of the calendar month immediately preceding the month in which an Interest Payment Date occurs regardless of whether or not such day is a Business Day.

"Refunding Fund" means the fund by that name established pursuant to Section 3.05.

"Refunding Instructions" means the Irrevocable Refunding Instructions dated as of June 1, 2013 given by the Authority and the City to the Prior Bonds Trustee with respect to the Prior Bonds.

"Revenue Fund" means the fund by that name created pursuant to Section 5.01.

"Revenues" means proceeds of the Bonds, if any, deposited in the Interest Fund, the Base Rental set forth in Exhibit B to the Property Lease which is received by the Trustee for the benefit of the Owners of the Bonds, the net proceeds resulting from any insurance claim or eminent domain proceedings and payable to the Trustee for the purpose of paying debt service on the Bonds or redeeming Bonds, other amounts received by the Trustee for the benefit of the Owners of the Bonds, and all other revenues, proceeds, charges, income, rents, receipts, profits and benefits derived by the Authority as lessor of the Leased Property under the Property Lease or otherwise from the use and operation of the Leased Property or arising out of the Leased Property (other than Additional Rental) and payable to the Trustee under the terms hereof including interest or profits from the investment of money in any fund or account created under this Indenture (other than the Rebate Fund) which by the terms hereof, are required to be deposited in the Revenue Fund, any contributions from whatever source, and all rentals received by the Authority as lessor of the Leased Property from any additions or extensions of the Leased Property hereafter acquired or constructed.

"S&P" means Standard & Poor's, a division of the McGraw Hill Companies, of New York, New York, its successors and assigns, except that if such corporation will be dissolved or liquidated or will no longer perform the functions of a securities rating agency, then the term "S&P" will be deemed to refer to any other nationally recognized securities rating agency selected by the Authority or the City.

"Securities Depositories" means: The Depository Trust Company, at such addresses and/or to such other securities depositories as the Authority may designate in a Request of the Authority delivered to the Trustee.

"Site" means the real property described in Exhibit A attached to the Property Lease, as such description may be modified or amended as provided in the Property Lease and the Site Lease.

"Site Lease" means the Site and Facility Lease dated as of June 1, 2013 between the City, as lessor, and the Authority, as lessee.

"Surplus Revenue Fund" means the fund by that name created pursuant to Section 5.02(c).

"Tax Certificate" means, collectively, the Certificate as to Arbitrage and the Certificate Regarding the Use of Proceeds relating to the Bonds, each dated as of the date of issuance and delivery of the , executed by the City and the Authority.

"Trustee" means the trustee under this Indenture with the duties and powers herein prescribed, its successors and assigns and any other corporation or association that may at any time be substituted in its place as provided in Section 8.01.

"Value" means the value of any investments as of any time of determination, calculated as follows:

(1) For securities:

(a) the closing bid price quoted by Interactive Data Systems, Inc.; or

(b) a valuation performed by a nationally recognized and accepted pricing service whose valuation method consists of the composite average of various bid price quotes on the valuation date; or

(c) the lower of two dealer bids on the valuation date. The dealers or their parent holding companies must be rated at least investment grade by Moody's and S&P and must be market makers in the securities being valued.

(2) As to certificates of deposit and bankers acceptances, the face amount thereof, plus accrued interest, and

(3) As to any investment not specified above, the value thereof established by the Authority at the time of purchase.

"Yield" means that yield which, when used in computing the present worth of all payments of principal and interest (or other payments in the case of Nonpurpose Obligations which require payments in a form not characterized as principal and interest) on a Nonpurpose Obligation or on the Bonds produces an amount equal to the Purchase Price of such Nonpurpose Obligation or the Bonds, all computed as prescribed in applicable Regulations.

ARTICLE II

THE BONDS

Section 2.01. Designation. The Bonds to be issued initially by the Authority under and subject to the terms of this Indenture and the Law will be designated as the "City of Beverly Hills Public Financing Authority 2013 Lease Revenue Refunding Bonds, Series A (2003 Refunding Project)." The Bonds to be issued by the Authority under and subject to the terms of this Indenture and the Law will be in the initial aggregate principal amount of \$_____.

Section 2.02. Terms of the Bonds; Form.

(a) Dated Date and Maturity Dates. Each Bond will be dated their date of original delivery and will be issued and delivered in fully registered form numbered as the Trustee will determine. The Bonds will be issued and delivered in the denominations of \$5,000 and any integral multiples thereof.

The Bonds will mature on the dates, in the principal amounts, and interest with respect thereto will be computed at the rates, as shown below:

<u>Maturity Date</u> <u>(June 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
2014		
2015		

(b) Calculation of Interest. Interest with respect to each Bond will accrue from the Interest Payment Date next preceding the date of authentication thereof, unless (i) it is authenticated after a Record Date and before the close of business on the immediately following Interest Payment Date, in which event interest with respect thereto will be payable from such Interest Payment Date, or (ii) it is authenticated on or before the Record Date immediately preceding the first Interest Payment Date in which event interest with respect thereto will be payable from its dated date; provided, however, that if at the time of authentication of any Bond, interest with respect thereto is in default, interest with respect thereto will be payable from the Interest Payment Date to which interest has previously been paid or made available for payment or from its dated date if no interest has been paid or made available for payment. Interest with respect to the Bonds will be computed on the basis of a 360-day year composed of 12 months of 30 days each.

Interest with respect to any Bond will be payable on each Interest Payment Date to the Owner thereof as of the close of business on the Record Date, such interest to be paid by check of the Trustee, sent on such Interest Payment Date to the Owner by first-class mail, postage prepaid, at his address as it appears on the registration book maintained by the Trustee, or, upon written request of an Owner of at least \$1,000,000 in aggregate principal amount of Bonds received by the Trustee on or prior to the Record Date, by wire transfer in immediately available funds to an account with a financial institution within the continental limits of the United States of America designated by such Owner. Payments of defaulted interest will be paid by check to the Owners as of a special record date to be fixed by the Trustee, notice of which special record date will be given to the Owners by first class mail not less than 10 days prior thereto.

(c) Principal Provisions. Principal and premium, if any, with respect to each Bond is payable upon surrender of such Bond at the Corporate Trust Office of the Trustee upon maturity or the earlier redemption thereof. The principal of, premium, if any, and interest on the Bonds will be payable in lawful money of the United States of America.

(d) Forms. The Bonds will be substantially in the forms set forth in Exhibit A attached hereto and incorporated herein by this reference.

(e) Book-Entry. So long as the Bonds will be in book-entry, principal of, premium, if any and interest on the Bonds will be paid as provided in Section 2.10.

Section 2.03. Execution and Authentication of the Bonds. The Bonds will be executed on behalf of the Authority by the signature of its Chairman, Executive Director or Treasurer, and attested on behalf of the Authority by the signature of its Secretary. Any of the signatures of said Chairman, Executive Director, Treasurer or said Secretary may be by printed facsimile reproduction. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the purchaser, such signature will nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the purchaser. Also, any Bond may be signed and attested on behalf of the Authority by such persons as at the actual date of the execution of such Bond will be the proper officers of the Authority although at the nominal date of such Bond any such person may not have been such officer of the Authority.

Only such of the Bonds as will bear thereon a certificate of authentication and registration in the form herein before recited, manually signed and dated by the Trustee, will be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such certificate of the Trustee will be conclusive evidence that the Bonds have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Indenture.

Section 2.04. Transfer of Bonds. Any registered Bond may, in accordance with its terms, be transferred upon the books required to be kept pursuant to the provisions of Section 2.06 by the person in whose name it is registered, in person or by his duly authorized attorney in writing, upon surrender of such fully registered Bond for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed.

Whenever any Bond or Bonds will be surrendered for transfer, the Authority will execute and the Trustee will authenticate and deliver a new Bond or Bonds for like aggregate principal amount, maturity date and interest rate. The Trustee will require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

No transfer of any Bond will be required to be made during the period after the Record Date through and including the next succeeding Interest Payment Date or during the period designated for selection of Bonds for redemption, or of any Bond so selected for redemption.

Section 2.05. Exchange of Bonds. Bonds may be exchanged at the Corporate Trust Office of the Trustee for a like aggregate principal amount of fully registered Bonds of other authorized denominations of the same maturity and interest rate. The Trustee will require the payment by the Bondowner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. No such exchange will be required during the period after the Record Date through and including the next succeeding Interest Payment Date or during the period designated for selection of Bonds for redemption, or of any Bond so selected for redemption.

Section 2.06. Bond Register. The Trustee will keep or cause to be kept, at its Corporate Trust Office during normal business hours, sufficient books for the registration and transfer of the Bonds, which will at all reasonable times be open to inspection by the Authority upon prior notice; and, upon presentation for such purpose, the Trustee will, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as hereinbefore provided.

Section 2.07. Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent or other instrument in writing required or permitted by this Indenture to be signed or executed by the Owners may be in any number of concurrent instruments of similar tenor, and may be signed or executed by such Owners in person or by their attorneys or agents appointed by an instrument in writing for that purpose. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent will be sufficient for any purpose of the Indenture (except as otherwise herein provided), if made in the following manner. The fact and date of the execution by any Owner or his attorney or agent of any such instrument, and of any instrument appointing any such attorney or agent, may be proved by a certificate, which need not be acknowledged or verified, of an officer of any bank or trust company located within the United States of America, or of any notary public or

other officer authorized to take acknowledgments of deeds to be recorded in such jurisdictions, that the person signing such instrument acknowledged before him the execution thereof. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such certificate will also constitute sufficient proof of his authority.

Nothing contained in this Article II will be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of the Owner of any Bond will bind every future Owner of the same Bond in respect of anything done or suffered to be done by the Trustee in pursuance of such request or consent.

The ownership of Bonds, the amount, numbers and other identification thereof, and the date of holding the same, will be proved by the bond registration books held by the Trustee.

Any request, consent or declaration of the Owner of any Bond will bind every future Owner of the same Bond and the Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority pursuant to such request, consent or declaration.

In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any action pursuant to this Indenture, Bonds which are disqualified as provided in Section 9.02 will be disregarded and deemed not to be Outstanding for the purpose of any such determination, provided, that, for the purpose of determining whether the Trustee will be protected in relying on any such demand, request, direction, consent or waiver, only Bonds which the Trustee knows to be so disqualified will be disregarded. Bonds so disqualified which have been pledged in good faith may be regarded as Outstanding for the purpose of this section if the pledgee will establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person whose ownership of the Bonds would cause the Bonds to be disqualified pursuant to Section 9.02. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel will be full protection to the Trustee.

Section 2.08. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, will be of such denominations as may be determined by the Authority and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond will be executed by the Authority and will be authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive fully registered Bonds. If the Authority issues temporary Bonds it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds may be surrendered for cancellation in exchange therefor at the Corporate Trust Office of the Trustee, and the Trustee will deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive fully registered Bonds of authorized denominations of the same maturity or maturities and interest rate or rates. Until so exchanged, the temporary Bonds will be entitled to the same benefits under this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.09. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond will become mutilated, the Authority, at the expense of the Owner of said Bond, will execute, and the Trustee will thereupon authenticate, if necessary, and deliver a new Bond of like tenor in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of

the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee will be cancelled by it and destroyed. If any Bond will be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Authority and the Trustee and, if such evidence be satisfactory to both and indemnity satisfactory to them will be given, then the Authority, at the expense of the Owner, will execute, and the Trustee will thereupon authenticate, if necessary, and deliver, a new Bond of like tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen. The Authority may require payment of a sum not exceeding the actual cost of preparing each new Bond issued under this section and of the expenses which may be incurred by the Authority and the Trustee in the premises.

If any such destroyed, stolen or lost Bond will have matured or will have been called for redemption, payment of the amount due thereon may be made by the Trustee at the direction of the Authority upon receipt of like proof, indemnity and payment of expenses.

Any such substitute Bond issued pursuant to this section will be entitled to equal and proportionate benefits with all other Bonds issued hereunder. The Authority and the Trustee will not be required to treat both the original Bond and any substitute Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be issued hereunder or for the purpose of determining any percentage of Bonds Outstanding hereunder, but both the original and substitute Bond will be treated as one and the same.

Section 2.10. Book-Entry; Limited Obligation of Authority. The Bonds may be issued in the form of a separate single fully registered Bond (which may be typewritten) for each maturity. The ownership of such Bond will be registered in the registration books kept by the Trustee in the name of the Nominee as nominee of the Depository.

With respect to Bonds registered in the registration books kept by the Trustee in the name of the Nominee, the Authority and the Trustee will have no responsibility or obligation to any such Participant or to any Person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Authority and the Trustee will have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other Person, other than as shown in the registration books kept by the Trustee, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the Bonds are redeemed in part, or (iv) the payment to any Participant or any other Person, other than a Nominee as shown in the registration books kept by the Trustee, of any principal of, premium, if any, or interest on the Bonds. The Authority and the Trustee may treat and consider the Person in whose name each Bond is registered in the registration books kept by the Trustee as the owner and absolute Owner of such Bond for the purpose of payment of principal, premium, if any, and interest on such Bond, for the purpose of giving notices of prepayment and other matters with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes whatsoever.

The Trustee will pay all principal, premium, if any, and interest with respect to the Bonds, only to or upon the order of the respective Owners, as shown in the registration books kept by the Trustee, or their respective attorneys duly authorized in writing, and all such payments will be valid and effective to fully satisfy and discharge the Authority's obligations with respect to payment of principal, premium, if any, and interest on the Bonds to the extent of the

sum or sums so paid. No person other than an Owner, as shown in the registration books kept by the Trustee, will receive a Bond evidencing the obligation of the Authority to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by the Depository to the Nominee, the Trustee and the Authority of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Indenture will refer to such new nominee of the Depository.

Section 2.11. Representation Letter. In order to qualify the Bonds for the Depository's book-entry system, the Authority will execute, seal, countersign and deliver to such Depository a letter from the Authority representing such matters as will be necessary to so qualify the Bonds (the "Representation Letter"). The execution and delivery of the Representation Letter will not in any way limit the provisions of Section 2.10 hereof or in any other way impose upon the Authority or the Trustee any obligation whatsoever with respect to Persons having interests in the Bonds other than the Owners, as shown on the registration books kept by the Trustee. In the written acceptance of the Trustee, such Trustee will agree to take all actions necessary for all representations of the Authority in the Representation Letter with respect to the Trustee to at all times be complied with. In addition to the execution and delivery of the Representation Letter, the Authority will take any other actions, not inconsistent with this Indenture, to qualify the Bonds for the Depository's book-entry system.

Section 2.12. Transfers Outside Book-Entry System. The Authority may by written request, at any time or for any reason, remove the Depository and appoint a successor or successors thereto. In the event (i) the Depository determines not to continue to act as securities depository for the Bonds, or (ii) the Authority determines that the Depository will no longer so act, then the Authority will discontinue the book-entry system with the Depository. If the Authority fails to identify another qualified securities depository to replace the Depository then the Bonds will no longer be restricted to being registered in the registration books kept by the Trustee in the name of the Nominee, but will be registered in whatever name or names the Owners of Bonds transferring or exchanging Bonds will designate, in accordance with the provisions of Section 2.04.

Section 2.13. Payments and Notices to the Nominee. Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments of principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond will be made and given, respectively, as provided in the Representation Letter or as otherwise instructed in writing by the Depository.

ARTICLE III

ISSUANCE OF THE BONDS

Section 3.01. Issuance of the Bonds. At any time after the execution of this Indenture, the Authority may execute and the Trustee will authenticate and, upon the Request of the Authority, deliver the Bonds in the aggregate principal amount of \$_____.

Section 3.02. Application of Proceeds of Sale of the Bonds – Allocation Among Funds.

Upon receipt of the net proceeds from the sale of the Bonds, being \$_____ (constituting the par amount of the Bonds, plus original issue premium in the amount of \$_____, less an underwriter's discount of \$_____), the Trustee will deposit said remaining proceeds as follows:

(a) The Trustee will deposit into the Costs of Issuance Fund the amount of \$_____.

(b) The Trustee will deposit the remainder of said proceeds, being an amount equal to \$_____ to the Refunding Fund.

The Trustee, in its discretion, may establish a temporary fund or account to facilitate or properly account for the foregoing deposits.

Section 3.03. [Reserved].

Section 3.04. Establishment and Application of Costs of Issuance Fund. The Trustee will establish, maintain and hold in trust the Costs of Issuance Fund, into which the Trustee will deposit the amounts set forth in Section 3.02(a). The amounts on deposit in said fund will be disbursed and applied only as hereinafter authorized. All money in the Costs of Issuance Fund will be withdrawn and applied by the Authority to pay Costs of Issuance upon a Requisition of the Authority filed with the Trustee. Each such Requisition will be sequentially numbered, will state the person to whom payment will be made, the amount to be paid, the purpose for which such obligation was incurred, and that such payment is a proper charge against said fund. Amounts remaining in the Costs of Issuance Fund on December 1, 2013 (or such earlier date as the Authority or the City may direct the Trustee in writing) will be transferred by the Trustee to the Revenue Fund. Thereafter, the Costs of Issuance Fund will be closed.

Section 3.05. Establishment and Application of Refunding Fund. The Trustee will establish, maintain and hold in trust the Refunding Fund, and the moneys in said fund will be disbursed and applied only as hereinafter authorized. All moneys in the Refunding Fund will be transferred to the Prior Bonds Trustee on the date of issuance of the Bonds and applied as provided in the Refunding Instructions. Once the Trustee has made such transfer, it shall close the Refunding Fund.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01. Redemption.

(a) Mandatory Redemption from Insurance or Condemnation Proceeds. The Trustee will, on such date as is set forth in a Request of the Authority, redeem the Bonds, including the Bonds, as a whole, or in part by lot within any maturity if less than all of the Bonds of a particular issue or series and maturity are to be redeemed, from proceeds of insurance or proceeds of eminent domain proceedings, upon the terms and conditions of, and as provided for in, Sections 6.13 and 6.17 hereof, respectively, at the principal amount thereof and accrued interest thereon to the date fixed for redemption, without premium.

(b) No Optional Redemption. The Bonds are not subject to redemption at the option of the Authority prior to their stated maturities.

Section 4.02. Selection of Bonds for Redemption. For purposes of selecting Bonds for redemption, Bonds will be deemed to be composed of \$5,000 portions or any integral multiple thereof. Whenever less than all the Outstanding Bonds of the same issue or series maturing on any one date are called for redemption at any one time, the Trustee will select the Bonds or portions thereof to be redeemed from the Outstanding Bonds maturing on such date not previously selected for redemption, by lot in any manner which the Trustee deems appropriate. If less than all of the Outstanding Bonds are called for redemption pursuant to Section 4.01(a) above at any one time, the Authority will specify to the Trustee the Bonds to be redeemed on a proportionate basis among maturities or, if necessary, in such other manner to ensure that the Base Rental payments remaining after such prepayment will be sufficient to pay debt service on the Bonds on a timely basis.

Section 4.03. Notice of Redemption. The Trustee shall mail notice of redemption of the Bonds by first class mail, postage prepaid, not less than 30 nor more than 60 days before any redemption date, to the respective Owners of any Bonds designated for redemption at their addresses appearing on the Registration Books and to one or more Securities Depositories and to the Municipal Securities Rulemaking Board. Each notice of redemption shall state the date of the notice, the redemption date, the place or places of redemption, whether less than all of the Bonds (or all Bonds of a single maturity) are to be redeemed, the CUSIP numbers and (in the event that not all Bonds within a maturity are called for redemption) Bond numbers of the Bonds to be redeemed and the maturity or maturities of the Bonds to be redeemed, and in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that on the redemption date there will become due and payable on each of said Bonds the redemption price thereof, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Bonds be then surrendered to the Trustee. Neither the failure to receive any notice nor any defect therein shall affect the sufficiency of the proceedings for such redemption or the cessation of accrual of interest from and after the redemption date. Notice of redemption of Bonds shall be given by the Trustee, at the expense of the Authority, for and on behalf of the Authority.

The Trustee will mail by certified mail with return receipt requested a second notice of redemption sixty (60) days after the scheduled redemption date to Owners who failed to surrender their Bonds on such redemption date.

Failure by the Trustee to give notice pursuant to this Section 4.03 to the Municipal Securities Rulemaking Board or the Securities Depositories or the insufficiency of any such notice will not affect the sufficiency of the proceedings for redemption. The failure of any Bondowner to receive any redemption notice mailed to such Bondowner and any defect in the notice so mailed will not affect the sufficiency of the proceedings for redemption.

Neither the Authority nor the Trustee will have any responsibility for any defect in the CUSIP number that appears on any Bond or in any redemption notice with respect thereto, and any such redemption notice may contain a statement to the effect that CUSIP numbers have been assigned by an independent service for convenience of reference and that neither the Authority nor the Trustee will be liable for any inaccuracy in such numbers.

The Authority will have the right to rescind any redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption will be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation will not constitute an Event of Default hereunder. The Trustee will mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

Section 4.04. Partial Redemption. Upon surrender of any Bond redeemed in part only, the Authority will execute and the Trustee will authenticate and deliver to the Owner thereof, at the expense of the Authority, a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered and of the same interest rate and maturity.

Section 4.05. Effect of Redemption. When notice of redemption has been duly given as aforesaid, and moneys for payment of the redemption price are deposited with the Trustee, the Bonds so called for redemption will, on the redemption date designated in such notice, become due and payable at the redemption price specified in such notice, and from and after the date so designated interest on the Bonds so called for redemption will cease to accrue, said Bonds will cease to be entitled to any lien, benefit or security under this Indenture, and the Owners of said Bonds will have no rights in respect thereof except to receive payment of the redemption price thereof. Subject to Section 10.03 hereof, the Trustee will, upon surrender for payment of any of said Bonds, pay such Bonds at the redemption price aforesaid.

All Bonds redeemed pursuant to the provisions of this Article IV will be cancelled upon surrender thereof and destroyed, and no Bonds will be issued in place thereof.

ARTICLE V

REVENUES

Section 5.01. Pledge of Revenues; Revenue Fund. The Authority hereby pledges and assigns to the Trustee and grants to the Trustee a lien on and security interest in all right, title and interest of the Authority in and to all of the following, which lien and security interest, except as otherwise expressly set forth herein, will be prior in right to any other pledge, lien or security interest created by the Authority therein:

- (i) the Revenues,
- (ii) all moneys and investments (excluding moneys on deposit in the Rebate Fund) held from time to time by the Trustee under this Indenture,
- (iii) earnings on amounts included in provisions (i) and (ii) of this Section,
- (iv) all of the right, title and interest of the Authority in the Property Lease (except for the right of the Authority to be indemnified thereunder and the obligation of the Authority and the City to rebate Excess Investment Earnings to the federal government), and
- (v) any and all other funds, assets, rights, property or interests therein, of every kind or description which may from time to time hereafter, by delivery or by writing of any kind, be sold, transferred, conveyed, assigned, pledged, mortgaged, granted or delivered to or deposited with the Trustee as additional security hereunder.

Such pledge, assignment, grant, lien and security interest are for the equal and proportionate benefit and security of Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, will be, with respect to the security provided thereby, of equal rank without preference, priority or distinction as to any Bond over any other Bond or Bonds, except as to the timing of payment of the Bonds.

The Revenues will not be used for any other purpose while any of the Bonds remain Outstanding, except that out of Revenues there may be apportioned and paid such sums, for such purposes, as are expressly permitted by Section 5.02.

Except as otherwise provided below and in Section 8.04 hereof, all Revenues to which the Authority may at any time be entitled will be paid directly to the Trustee and all of the Revenues collected or received by the Authority will be deemed to be held in trust and to have been collected or received by the Authority as the agent of the Trustee, and if received by the Authority at any time will be deposited by the Authority with the Trustee within one Business Day after the receipt thereof, and all such Revenues will be forthwith deposited by the Trustee upon the receipt thereof in a special fund, designated as the "Revenue Fund," which fund is hereby created. The Revenue Fund will be maintained by the Trustee, separate and apart from all other funds, so long as any of the Bonds remain Outstanding. All moneys at any time deposited in the Revenue Fund will be held by the Trustee in trust for the benefit of the Owners from time to time of the Bonds and will be disbursed, allocated and applied solely for the uses and purposes hereinafter in this Article V set forth.

Section 5.02. Allocation of Revenues to Special Funds. Upon receipt thereof, the Trustee will deposit all Revenues in the Revenue Fund. The Trustee will thereupon deposit all moneys in the Revenue Fund in one or more of the funds or account set forth in this Section 5.02, each of which the Trustee will establish, maintain and hold in trust, and the moneys in each of which will be disbursed and applied only as hereinafter authorized. Such Revenues will be so deposited in the following order of priority, the requirements of each such fund at the time of deposit to be satisfied before any transfer is made to any fund subsequent in priority:

(a) Interest Fund. The Trustee, on or before the Business Day next preceding each Interest Payment Date, will deposit in the Interest Fund an amount which, together with any balance then on deposit in said Fund will be sufficient to pay the aggregate amount of interest becoming due and payable on the Outstanding Bonds on the next succeeding Interest Payment Date.

Any moneys in the Interest Fund not then required for the payment of interest on the next succeeding Interest Payment Date will be carried forward and applied to the payment of interest on any subsequent Interest Payment Date. Moneys in the Interest Fund will be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds when due and payable (including accrued interest on any Bonds redeemed or purchased prior to maturity), subject, however, to the provisions of Section 5.03.

(b) Principal Fund. The Trustee, on or before the Business Day next preceding each Principal Payment Date, after making the deposit required on such date by subsection (a) above, will deposit in the Principal Fund an amount which, together with any balance then on deposit in said Fund, equals the principal of the Bonds then due or required to be paid on such Principal Payment Date with respect to the Bonds in accordance with the terms of this Indenture.

Any moneys in the Principal Fund not then required for the payment of such principal on such Principal Payment Date will be carried forward and applied to the payment of principal on any subsequent Principal Payment Date. Moneys in the Principal Fund will be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Bonds when due and payable, subject, however, to the provisions of Section 5.03.

(c) Surplus Revenue Fund. After making the deposits required by subsections (a) and (b) above, the Trustee, on or before the Business Day immediately preceding each Principal Payment Date, will deposit any remaining Revenues in the Surplus Revenue Fund. The Trustee will, immediately upon making each deposit in the Surplus Revenue Fund, determine if any moneys then in the Surplus Revenue Fund will be required for the payment of principal of or interest on the Bonds on such Principal Payment Date, and will hold any such moneys in the Surplus Revenue Fund for transfer to the Interest Fund or the Principal Fund as so needed. Except as hereinabove provided, moneys in the Surplus Revenue Fund will be paid to, or at the direction of, the City within sixty Business Days after each Principal Payment Date.

(d) Insurance and Eminent Domain Proceeds Fund. The net proceeds resulting from any insurance claim or eminent domain proceedings and payable to the

Trustee will be deposited in the Insurance and Eminent Domain Proceeds Fund and applied as set forth in Section 6.13 and Section 6.17 hereof, as applicable.

Section 5.03. Reimbursement of Rental. All moneys in any of the funds established pursuant to Section 5.02 may be used at any time for reimbursement to the City for any rental paid by the City under the Property Lease for a period of time during which the payment of rental under the Property Lease is abated pursuant to Section 3.06 thereof and for which no other moneys are available. The Trustee will disburse any such funds to the City upon receipt of a Requisition of the Authority directing the Trustee to do so.

ARTICLE VI

COVENANTS OF THE AUTHORITY

Section 6.01. Payment of Principal and Interest. The Authority will pay the principal and the interest (and premium, if any) to become due in respect of every Bond issued hereunder at the times and places and in the manner provided herein and in the Bonds. When and as paid in full, all Bonds will be cancelled by the Trustee, and thereafter they will be destroyed, and the Trustee will deliver to the Authority a certificate of destruction.

Section 6.02. Extension or Funding of Claims for Interest. In order to prevent any claims for interest after maturity, the Authority will not extend or assent directly or indirectly to the extension of time for the payment of any claim for interest on any of the Bonds, and will not be a party to or approve any such arrangement directly or indirectly by purchasing or funding such claims or in any other manner. In case any such claim for interest will be extended or funded, whether or not with the consent of the Authority, such claim for interest so extended or funded will not be entitled, in case of default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which will not have been so extended or funded.

Section 6.03. Maintenance of Revenues. The Authority will collect all rents and charges due to the Authority for the occupancy or use of the Leased Property promptly as the same become due, and will enforce its rights promptly and vigorously against any tenant or other person who does not pay such rents or charges as they become due. The Authority will maintain and enforce all of its rights under the Property Lease vigorously at all times.

Section 6.04. Accounting Records and Reports. The Authority will prepare an annual financial statement (which may be part of the City's comprehensive annual financial report), and will furnish a copy to any Bondowner who may request one (at the expense of such Bondowner).

Section 6.05. Compliance with Indenture. The Authority will observe and perform all the covenants, conditions and requirements of this Indenture faithfully, and will not suffer or permit any default to occur hereunder, nor do or permit to be done in, upon or about the Leased Property, or any part thereof, anything that might in any way weaken, diminish or impair the security intended to be given pursuant to this Indenture.

Section 6.06. Compliance with Property Lease. The Authority will keep, perform and comply promptly and faithfully in all respects with all the terms, provisions, covenants, conditions and agreements of the Property Lease to be kept, performed and complied with by it. The Authority will not do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission of or refraining from action, would or might be a ground for declaring a forfeiture of the Property Lease, or would or might be a ground for cancellation or termination of the Property Lease by the lessee thereunder. Upon request of the Trustee, the Authority will deposit promptly with the Trustee (to be held by the Trustee until the title and rights of the Trustee under this Indenture will be released or reconveyed) any and all documentary evidence received by it showing compliance with the provisions of the Property Lease to be performed by it. The Authority, immediately upon its receiving or giving any notice, communication or other document in any way relating to or affecting the Property Lease, or the leasehold estate thereby created, which

may or can in any manner materially affect the estate of the lessor or of the lessee in or under the Property Lease, will deliver the same, or a copy thereof, to the Trustee.

Section 6.07. Payment of Taxes. The Authority will pay or cause to be paid all taxes, assessments and other governmental charges, if any, that may be levied, assessed or charged upon the Leased Property or any part thereof, or upon the Revenues or any part thereof, promptly as and when the same will become due and payable; and the Authority will keep the Trustee advised of such payments, upon request of the Trustee, from time to time. The Authority will not suffer the Leased Property, or any part thereof, to be sold for any taxes, assessments or other charges whatsoever, or to be forfeited therefor.

Section 6.08. Observance of Laws and Regulations. To the extent material to the issuance of and security for the Bonds, the Authority will keep, observe and perform all valid and lawful obligations or regulations now or hereafter imposed on it by contract, or prescribed by any law of the United States, or of the State of California, or by any officer, board or commission having jurisdiction or control, as a condition of the continued enjoyment of any and every right, privilege or franchise now owned or hereafter acquired by the Authority, including its right to exist and carry on business as a public body, corporate and politic, to the end that such rights, privileges and franchises will be maintained and preserved, and will not become abandoned, forfeited or in any manner impaired.

Section 6.09. Maintenance and Repair of Leased Property. The Authority will maintain or cause to be maintained in good condition and keep in good repair the Leased Property and all buildings, facilities and equipment now or hereafter constituting any part of the same, and will not commit or allow any waste with respect to the Leased Property.

Section 6.10. Other Liens; Against Encumbrances or Sales. So long as any Bonds are Outstanding, the Authority will not create or suffer to be created any mortgage, pledge, lien, charge or encumbrance upon the Leased Property, or upon any real or personal property essential to the operation of the Leased Property, except Permitted Encumbrances. The Authority will not sell or otherwise dispose of the Leased Property or any property essential to the proper operation of the Leased Property. Further, so long as any Bonds are Outstanding, the Authority will not create or suffer to be created any mortgage, pledge, lien or charge upon the Revenues, other than as provided for in this Indenture. The Authority will not issue any bonds or obligations payable from Revenues or secured by a pledge, lien or charge upon Revenues, other than the Bonds.

Section 6.11. [Reserved].

Section 6.12. Compliance with Contracts. The Authority will comply with the terms, covenants and provisions, express or implied, of all contracts for the use of the Leased Property to which it is a party, and all other contracts and agreements materially affecting or involving the Leased Property.

Section 6.13. Insurance.

(a) Hazard and Other Insurance.

(1) The Authority will maintain or cause to be maintained by the City, at all times while any of the Bonds are Outstanding, public liability insurance, property

damage insurance, fire and extended coverage insurance and rental income interruption insurance in the amounts, form and the coverage required of the City pursuant to Article VI of the Property Lease. The Authority will also maintain, or cause to be maintained by the City, earthquake insurance, but only as provided and as required by Section 6.02 of the Property Lease.

(2) The net proceeds of all public liability insurance will be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid.

(3) The net proceeds of all rental income interruption insurance will be treated as Revenues and applied as provided in Section 5.02 hereof.

(4) If all or any part of the Leased Property will be destroyed or damaged (in whole or in part) by fire or other casualty, the net proceeds of insurance required by Section 6.13(a)(1) hereof resulting from claims for such losses will be deposited with the Trustee in the Insurance and Eminent Domain Proceeds Fund in trust and will be applied and disbursed by the Trustee as follows:

(i) If the Trustee is furnished with the report specified in Section 6.13(a)(4)(iii) to the effect that such damage or destruction has not materially affected the operation of the Leased Property or the ability of the Authority to meet any of its obligations hereunder, and if such report states that such proceeds are not needed for repair or rehabilitation of the Leased Property, the Trustee will treat such proceeds as Revenues and will apply such proceeds as provided in Section 5.02 hereof.

(ii) If the Trustee is furnished with the report specified in Section 6.13(a)(4)(iii) to the effect that such damage or destruction has not materially affected the operation of the Leased Property or, even if it has, that such damage or destruction has not materially affected the ability of the Authority to meet any of its obligations hereunder, and if such report states that such proceeds are needed for repair or rehabilitation of the Leased Property, the Trustee will pay to the Authority, or to its order, from said proceeds such amounts as the Authority may expend for such repair or rehabilitation, upon the filing with the Trustee of Requisitions of the Authority specifying the amounts to be disbursed and certifying that such amounts have been or will be used to repair or rehabilitate the Leased Property.

(iii) The Trustee will be provided a report of an engineer, insurance adjuster, risk manager or other appropriate professional, who may be an employee of the City, regarding the extent of such damage or destruction and its effect on the ability of the Authority to meet its obligations under this Indenture, and whether the proceeds of insurance required by Section 6.13(a)(1) are needed for the repair or rehabilitation of the Leased Property.

(iv) If less than all of the Leased Property will have been damaged or destroyed, and if the Trustee is furnished with the report specified in Section 6.13(a)(4)(iii) to the effect that such damage or destruction has materially affected the ability of the Authority to meet any of its obligations hereunder, the

Trustee will either apply the net proceeds of insurance (A) to the redemption of Bonds in the manner provided in Article IV, but only if the Authority determines in a Certificate provided to the Trustee that (1) the Base Rental payments thereafter to be made by the City and available to the Trustee, together with other available Revenues, will be sufficient to pay the principal of and interest on the Bonds Outstanding after such redemption when due and (2) the Base Rental payments thereafter to be made by the City and available to the Trustee will not exceed the fair rental value of the Leased Property, and otherwise (B) as provided in subparagraph (a)(4)(ii) of this Section 6.13, above. The Trustee will apply said proceeds as directed by the Authority pursuant to a Request of the Authority. If the Authority directs the Trustee to redeem Bonds as set forth in (A) above, it will provide the Trustee with revised Base Rental payment schedules under the Property Lease, together with a Certificate of the Authority to the effect that the redemption of the Bonds selected for redemption does not violate the requirements of Section 6.20 hereof.

(v) If all of the Leased Property will have been damaged or destroyed and if that portion of such proceeds available to the Trustee, together with any other moneys then available or made available to the Trustee for the purpose, are sufficient to provide for the payment of the entire amount of principal then due or to become due upon the Bonds, together with the interest thereon, so as to enable the Authority to retire all of the Bonds then Outstanding by redemption or by payment at maturity, then the Trustee will apply such proceeds to the payment of such interest and to such retirement, but only upon receipt by the Trustee of a Request of the Authority directing such redemption. Alternatively, if the Authority determines that such amounts are insufficient to provide moneys for the purposes specified in the preceding sentence, then the Trustee will at the Request of the Authority, apply such proceeds in accordance with the provisions of Section 7.02 insofar as the same may be applicable. Notwithstanding the above, in the event that the insurance moneys received by the Trustee in connection with damage to or destruction of all of the Leased Property are insufficient to redeem all of the Bonds, then the Authority will use such insurance moneys received under the Property Lease to repair and rehabilitate the Leased Property.

(vi) After all of the Bonds have been retired and the entire amount of principal due or to become due upon the Bonds, together with the interest thereon, have been paid in full, and all other sums required to be paid hereunder by the Authority have been paid in full, the Trustee will pay the remainder of such proceeds to the City and the Authority in accordance with their respective interests pursuant to a Certificate of the Authority.

(b) Title Insurance.

(1) The Authority will also provide, or cause the City to provide, upon the delivery of the Bonds pursuant to Articles II and III hereof, a title insurance policy or policies with endorsement so as to be payable to the Trustee for the use and benefit of the Bondowners. Such policy or policies will be in the amount of the initial aggregate principal amount of the Bonds, and will insure the Authority's leasehold interest in the real property described in Exhibit A to the Property Lease, subject only to Permitted Encumbrances, and will insure the City's leasehold therein as a first priority encumbrance, subject only to clauses (a), (c), (d) and (e) of the definition of Permitted Encumbrances.

(2) All proceeds received by the Trustee under said policy will be deposited with the Trustee in the Insurance and Eminent Domain Proceeds Fund in trust and will be applied and disbursed by the Trustee as follows:

(i) If the Trustee is furnished with the report of an independent professional consultant that such title defect has not materially affected the operation of the Leased Property, or that such title defect has not materially affected the ability of the Authority to meet any of its obligations hereunder, the Trustee will treat such proceeds as Revenues and will apply such proceeds as provided in Section 5.02 hereof.

(ii) If less than all of the Leased Property will have been affected by such title defect, and if the Trustee is furnished with the report of an independent professional consultant to the effect that such title defect has materially affected the operation of the Leased Property or the ability of the Authority to meet any of its obligations hereunder, the Trustee will apply such proceeds to the redemption of Bonds (but only (A) if the Authority determines in a Certificate provided to the Trustee that (1) the Base Rental payments thereafter to be made by the City and available to the Trustee, together with other available Revenues, will be sufficient to pay the principal of and interest on the Bonds Outstanding after such redemption when due and (2) the Base Rental payments thereafter to be made by the City and available to the Trustee will not exceed the fair rental value of the Leased Property and (B) the Trustee receives a Certificate of the Authority to the effect that the redemption of the Bonds selected for redemption does not violate the requirements of Section 6.20 hereof) in the manner provided in Article IV or to the acquisition of real property or an interest therein so as to cure such title defect, but only upon the receipt by the Trustee of a Request of the Authority directing such redemption or acquisition.

(iii) If all of the Leased Property will have been affected by such title defect and if such proceeds, together with any other moneys then available to the Trustee for the purpose of providing for, and are sufficient to provide for, the payment of the entire amount of principal then due or to become due upon the Bonds, together with the interest thereon, so as to enable the Authority to retire all of the Bonds then Outstanding by redemption or by payment at maturity, then the Trustee will apply such proceeds to the payment of such interest and to such retirement, but only upon the receipt by the Trustee of a Request of the Authority directing such redemption. Alternatively, if the Authority determines that such

amounts are insufficient to provide moneys for the purposes specified in the preceding sentence, then the Trustee will apply such proceeds in accordance with the provisions of Section 7.02 insofar as the same may be applicable.

(iv) After all of the Bonds have been retired and the entire amount of principal due or to become due upon the Bonds, together with the interest thereon, have been paid in full, and all other sums required to be paid hereunder by the Authority have been paid in full, the Trustee will pay the remainder of such proceeds to the City.

(c) The Authority will deliver to the Trustee, in the month of August in each year a schedule setting forth the insurance policies then in force pursuant to this section, the names of the insurers which have issued the policies, the amounts thereof and the property and risks covered thereby. Such schedule will contain a certification by the City's Risk Manager that the insurance evidenced therein meets the requirements of the Property Lease.

(d) Notwithstanding anything in this Section 6.13 to the contrary, the City will have the right to adopt the alternative risk management programs described in Section 6.06 of the Property Lease.

Section 6.14. Prosecution and Defense of Suits. The Authority will promptly, upon request of the Trustee or any Bondowner, from time to time take such action as may be necessary or proper to remedy or cure any defect in or cloud upon the title to the Leased Property, whether now existing or hereafter developing and will prosecute all such suits, actions and other proceedings as may be appropriate for such purpose and will indemnify and save the Trustee and every Bondowner harmless from all loss, cost, damage and reasonable expense, including reasonable attorneys' fees, which they or any of them may incur by reason of any such defect, cloud, suit, action or proceeding.

The Authority will defend against every suit, action or proceeding at any time brought against the Trustee or any Bondowner upon any claim arising out of the receipt, application or disbursement of any of the Revenues or involving the rights of the Trustee or any Bondowner under this Indenture; provided, that the Trustee or any Bondowner at its election may appear in and defend any such suit, action or proceeding. The Authority will indemnify and hold harmless the Trustee and the Bondowners against any and all liability claimed or asserted by any person, arising out of such receipt, application or disbursement, and will indemnify and hold harmless the Bondowners against any attorney's fees or other expenses which any of them may reasonably incur in connection with any litigation to which any of them may become a party solely by reason of their ownership of Bonds. Notwithstanding any contrary provision hereof, this covenant will remain in full force and effect, even though all indebtedness and obligations issued hereunder may have been fully paid and satisfied.

Section 6.15. Recordation and Filing. The Authority will record and file the Property Lease and all such documents as may be required by law (together with whatever else may be necessary), all in such manner, at such times and in such places as may be required by law in order to preserve, protect and perfect fully the security of the Bondowners.

Section 6.16. City Budgets. The Authority will cause the City to deliver to the Trustee copies of the relevant portion of the City's budget each year pursuant to Section 3.05 of the Property Lease. If the amounts budgeted by the City are not adequate for the payment of

rentals due under the Property Lease, the Authority will use its best efforts to cause such annual budget to be amended, corrected or augmented so as to include therein the amounts required to be raised by the City in the then following Fiscal Year for the payment of rentals due under the Property Lease and will notify the Trustee of the proceedings then taken or proposed to be taken by the City. The Authority will keep the Trustee advised of all proceedings thereafter taken by the City.

Section 6.17. Eminent Domain. If all or any part of the Leased Property will be taken by eminent domain proceedings (or sold to a government threatening to exercise the power of eminent domain), the proceeds therefrom will be deposited with the Trustee in the Insurance and Eminent Domain Proceeds Fund in trust and will be applied and disbursed by the Trustee as follows:

(a) (1) If the Trustee is furnished with the report specified in Section 6.17(a)(3) to the effect that such eminent domain proceedings have not materially affected the operation of the Leased Property or the ability of the Authority to meet any of its obligations hereunder, and if such report states that such proceeds are not needed for repair or such rehabilitation of the Leased Property, the Trustee will treat proceeds as Revenues and will apply such proceeds as provided in Section 5.02.

(2) If the Trustee is furnished with the report specified in Section 6.17(a)(3) to the effect that such eminent domain proceedings have not materially affected the operation of the Leased Property or, even if they have, that such proceedings have not materially affected the ability of the Authority to meet any of its obligations hereunder, and if such report states that such proceeds are needed for repair or rehabilitation of the Leased Property, the Trustee will pay to the Authority, or to its order, from said proceeds such amounts as the Authority may expend for such repair or rehabilitation, upon the filing with the Trustee of Requisitions of the Authority specifying the amount to be disbursed and certifying that such amounts have been or will be used to repair or rehabilitate the Leased Property.

(3) The Trustee will be provided, at the expense of the Authority, the report of an engineer or other appropriate professional, who may be an employee of the City, regarding the extent of such eminent domain proceedings and its effect on the ability of the Authority to meet its obligations under this Indenture and whether the proceeds from the eminent domain proceedings are needed for the repair or rehabilitation of the Leased Property.

(b) If less than all of the Leased Property will have been taken in such eminent domain proceedings, and if the Trustee is furnished a report of an independent engineer concluding that such eminent domain proceedings have materially affected the operation of the Leased Property or the ability of the Authority to meet any of its obligations hereunder, the Trustee will apply such proceeds to the redemption of Bonds in the manner provided in Article IV, but only upon the receipt by the Trustee of a Request of the Authority directing such redemption and only if the Authority determines in a Certificate provided to the Trustee that (1) the Base Rental payments thereafter to be made by the City and available to the Trustee, together with other available Revenues, will be sufficient to pay the principal of and interest on the Bonds

Outstanding after such redemption when due and (2) the Base Rental payments thereafter to be made by the City and available to the Trustee will not exceed the fair rental value of the Leased Property.

(c) If all of the Leased Property will have been taken in such eminent domain proceedings and if such proceeds, together with any other moneys then available to the Trustee for the purpose, are sufficient to provide for the payment of the entire amount of principal then due or to become due upon the Bonds, together with the interest thereon, so as to enable the Authority to retire all of the Bonds then Outstanding by redemption or by payment at maturity, then the Trustee will apply such proceeds to the payment of such interest and to such retirement, but only upon the receipt by the Trustee of a Request of the Authority directing such redemption. Alternatively, if the Authority determines that such amounts are insufficient to provide moneys for the purposes specified in the preceding sentence, then the Trustee will apply such proceeds in accordance with the provisions of Section 7.02 to the extent that the same may be applicable.

(d) After all of the Bonds have been retired and the entire amount of principal due or to become due upon the Bonds, together with the interest thereon, has been paid in full, and all other sums required to be paid hereunder by the Authority have been paid in full, the Trustee will pay the remainder of such proceeds to the City and the Authority in accordance with their respective interests pursuant to a Certificate of the Authority.

Section 6.18. Validity of Bonds. The recital contained in the Bonds that the same are regularly issued pursuant to the Law will be conclusive evidence of their validity and of compliance with the provisions of the Law in their issuance.

Section 6.19. Further Assurances. Whenever and so often as so requested by the Trustee, the Authority will execute and deliver or cause to be executed and delivered promptly all such other and further instruments, documents or assurances, and promptly do or cause to be done all such other and further things, as may be necessary or reasonably required in order to further and more fully vest in the Trustee and the Bondowners all rights, interest, powers, benefits, privileges and advantages conferred or intended to be conferred upon them by this Indenture.

Section 6.20. Tax Covenants; Rebate Fund.

(a) In addition to the accounts created pursuant to Article V, the Trustee will establish and maintain a fund separate from any other fund or account established and maintained hereunder designated as the "Rebate Fund." There will be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to instructions received from the Authority. The Authority's instructions regarding the Rebate Fund will be consistent with the Tax Certificate. All money at any time deposited in the Rebate Fund will be held by the Trustee in trust for payment to the United States of America. Notwithstanding the provisions of Sections 5.01, 5.02, 8.04 and 10.01 relating to the pledge of Revenues, the allocation of money in the Revenue Fund, the investments of money in any fund or account, and the defeasance of Outstanding Bonds, all amounts required to be deposited into or on deposit in the Rebate Fund will be governed exclusively by this Section 6.20 and by the Tax Certificate (which is incorporated herein by reference). The Trustee will invest all amounts held in the Rebate Fund

in Nonpurpose Investments (as defined in the Tax Certificate), as directed by the Authority pursuant to the Tax Certificate.

(b) The Authority will pay or cause to be paid to the United States Department of the Treasury Excess Investment Earnings, if any, required by Section 148(f) of the Code and any Regulations promulgated thereunder at the times required thereby. The Trustee will disburse the amounts on deposit in the Rebate Fund in accordance with the written direction of the Authority.

(c) The Authority will comply with the provisions of Section 9.07 of the Property Lease with respect to the tax-exempt status of the Bonds.

(d) In the event that at any time the Authority is of the opinion that for purposes of this Section 6.20 it is necessary to restrict or to limit the yield on the investment of any moneys held by the Trustee under this Indenture, the Authority will so instruct the Trustee under this Indenture by written notice containing instructions as to the yield or yields to which such investments must be restricted. The Trustee will take such action as may be necessary in accordance with such instructions.

(e) In order to provide for the administration of this Section 6.20, the Authority may provide for the employment of independent attorneys, accountants and consultants, who will be selected by the Authority with reasonable care and compensated on such reasonable basis as the Authority may deem appropriate, and the Trustee may rely conclusively upon the opinions, calculations, determinations and advice of such attorneys, accountants and consultants employed hereunder.

(f) Notwithstanding any provisions of this Section 6.20 if the Authority will provide to the Trustee an opinion of nationally recognized bond counsel that any specified action required under this Section 6.20 is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest with respect to the Bonds, the Trustee and the Authority may conclusively rely on such opinion in complying with the requirements of this section, and, notwithstanding Article IX hereof, the covenants hereunder will be deemed to be modified to that extent.

(g) Notwithstanding any other provisions of this Indenture, including in particular Article X hereof, the obligation to remit Excess Investment Earnings to the United States of America and to comply with all other requirements of this Section and the Tax Certificate will survive the defeasance or payment in full of the Bonds.

(h) The Trustee will be deemed to have complied with the provisions of this Section if it follows the instructions of the Authority as provided herein and will have no duty to enforce the compliance by the Authority of the covenants in this Section.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.01. Events of Default and Acceleration of Maturities. The following will each be an "event of default" under this Indenture:

(a) if default will be made in the due and punctual payment of the principal of, or redemption premium (if any) on, any Bond when and as the same will become due and payable, whether at maturity as therein expressed, by proceedings for redemption, by declaration or otherwise;

(b) if default will be made in the due and punctual payment of any installment of interest on any Bond when and as such interest installment will become due and payable;

(c) if there will be a default under the Property Lease by reason of failure by the City to pay any Base Rental under the Property Lease relating to or in connection with the Leased Property as and when the same becomes due and payable;

(d) if default will be made by the Authority in the observance of any of the other covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, and such default will have continued for a period of sixty (60) days after written notice thereof, specifying such default and requiring the same to be remedied, will have been given to the Authority by the Trustee or by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds at the time Outstanding, provided that such sixty (60) day period will be extended to one hundred twenty (120) days in the event the City is not able to cure such default within a sixty (60) day period but commenced a good faith effort to cure immediately upon receipt of notice as described above; or

(e) if, under the provisions of any law for the relief or aid of debtors, any court of competent jurisdiction will assume custody or control of the Authority or of the whole or any substantial part of its property, and such custody or control will not be terminated or stayed within sixty (60) days from the date of assumption of such custody or control;

If one or more such events of default will occur, then, and in each and every such case during the continuance of such event of default, the Trustee may, and will, at the direction of the Owners of a majority in aggregate principal amount of the Bonds Outstanding, by written notice to the Authority, declare the principal of all the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same will become and will be immediately due and payable without further action, anything in this Indenture or the Bonds to the contrary notwithstanding.

The foregoing provision, however, is subject to the condition that if, at any time after the principal of the Bonds will have been so declared due and payable, the Authority will pay to or will deposit with the Trustee a sum sufficient to pay all principal of the Bonds maturing prior to such declaration and all matured installments of interest (if any) upon all the Bonds, and any

and all other defaults known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) will have been made good or cured to the satisfaction of the Trustee, or provision deemed by the Trustee to be adequate will have been made therefor, then, and in every such case, the Trustee, on behalf of the Owners of all of the Bonds, will rescind and annul such declaration and its consequences; but no such rescission and annulment will extend to or will affect any subsequent default, or will impair or exhaust any right or power consequent thereon; provided, however, that no such rescission and annulment will extend to or will affect any subsequent Event of Default, or will impair or exhaust any right or power consequent thereon.

In addition to declaring the principal of all of the Bonds, and the interest accrued thereon, to be immediately due and payable as set forth above, the Trustee will have the right to pursue any other remedy provided by law or in equity or otherwise after an Event of Default has occurred.

Section 7.02. Application of Funds Upon Acceleration. All of the Revenues and all sums in the Revenue Fund upon the date of the declaration of acceleration, as provided in Section 7.01 and all sums thereafter received by the Trustee hereunder will be applied by the Trustee in the following order upon presentation of the several Bonds, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the fees, costs and expenses of the Trustee and of the Bondowners in declaring such event of default, and including reasonable compensation to its or their agents, attorneys and counsel; and

Second, to the payment of the whole amount then owing and unpaid upon the Bonds for principal and interest, with interest, to the extent permitted by law, on the overdue principal and installments of interest at the rate equal to the rate per annum on such Bonds (but such interest on overdue installments of interest will be paid only to the extent funds are available therefor following payment of principal and interest and interest on overdue principal, as aforesaid), and in case such moneys will be insufficient to pay in full the whole amount so owing and unpaid upon the Bonds, then to the payment of such principal and interest without preference or priority of principal over interest, or of interest over principal or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Section 7.03. Trustee to Represent Bondowners. The Trustee is hereby irrevocably appointed (and the successive respective Owners of the Bonds, by taking and owning the same, will be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney-in-fact of the Owners of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to such Owners under the provisions of the Bonds, this Indenture, the Property Lease, the Law and applicable provisions of any other law. Upon the occurrence and continuance of an event of default or other occasion giving rise to a right in the Trustee to represent the Owners of the Bonds, the Trustee in its discretion may, and upon the written request of the Owners of not less than twenty-five per cent (25%) in aggregate principal amount of the Bonds then Outstanding, and upon being indemnified to its satisfaction therefor, will, proceed to protect or enforce its rights or the rights of such Owners by such appropriate action, suit, mandamus or other proceedings as it will deem most effective to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution

of any power herein granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee or in such Owners under this Indenture, the Property Lease, the Law or any other law. All rights of action under this Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee will be brought in the name of the Trustee for the benefit and protection of all the Owners of such Bonds, subject to the provisions of this Indenture.

Section 7.04. Bondowners' Direction of Proceedings. The Owners of at least fifty percent (50%) in aggregate principal amount of Bonds then Outstanding will have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method of conducting all remedial proceedings taken by the Trustee hereunder, provided that such direction will not be otherwise than in accordance with law and the provisions of this Indenture, and that the Trustee will have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bondowners not parties to such direction.

Section 7.05. Limitation on Bondowners' Right to Sue. No Owner of any Bond will have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture, the Property Lease, the Law or any other applicable law with respect to such Bond, unless (1) such Owner will have given to the Trustee written notice of the occurrence of an event of default; (2) the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding will have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (3) such Owner or said Owners will have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (4) the Trustee will have refused or omitted to comply with such request for a period of sixty (60) days after such written request will have been received by, and said tender of indemnity will have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds of any remedy hereunder or under law; it being understood and intended that no one or more Owner of Bonds will have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture or the rights of any other Owners of Bonds, or to enforce any right under this Indenture, the Property Lease, the Law or other applicable law with respect to the Bonds, except in the manner herein provided, and that all proceedings at or in equity to enforce any such right will be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of this Indenture.

Section 7.06. Non-waiver. Nothing in this Article VII or in any other provision of this Indenture, or in the Bonds, will affect or impair the obligation of the Authority, which is absolute and unconditional, to pay the principal of and interest (and premium, if any) on the Bonds to the respective Owners of the Bonds at the respective dates of maturity, or upon call for redemption, as herein provided, out of the Revenues herein pledged for such payments or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds. No delay or omission of the Trustee or of any Bondowner to exercise any right or power arising upon the happening of any event of default will impair any such right or power or will be construed to be a waiver of any such event of

default or an acquiescence therein, and every power and remedy given by this Article VII to the Trustee or to the Owners of Bonds may be exercised from time to time and as often as will be deemed expedient.

Section 7.07. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners of Bonds is intended to be exclusive of any other remedy, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise.

ARTICLE VIII
THE TRUSTEE

Section 8.01. Trustee; Acceptance; Removal; Resignation.

(a) The Trustee accepts and agrees to perform its duties and obligations specifically imposed upon it by this Indenture, and no implied duties will be read into this Indenture against the Trustee. After the occurrence and continuance of an Event of Default, in performing its duties hereunder, the Trustee will exercise the level of care that a reasonable person would exercise in the conduct of his or her affairs.

(b) The Authority agrees that it will maintain a Trustee with a corporate trust office located in or incorporated under the laws of the State of California, duly authorized to exercise trust powers and subject to supervision or examination by federal or state authority, with a combined capital and surplus, together with its parent bank holding company and other subsidiaries of at least Seventy-Five Million Dollars (\$75,000,000), so long as any Bonds are Outstanding. If such bank or trust company or parent bank holding company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to then for the purpose of this section the combined capital and surplus of such bank or trust company or parent bank holding company will be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(c) The Trustee is hereby authorized to redeem the Bonds when duly presented for payment at maturity, or on redemption, or on purchase by the Trustee prior to maturity, and to cancel all Bonds upon payment thereof. The Trustee will keep accurate records of all funds administered by it and of all Bonds paid and discharged. All moneys deposited under the provisions of this Indenture with the Trustee will be held in trust and applied only in accordance with the provisions of this Indenture.

(d) The Authority, unless the Authority is in default hereunder, may remove the Trustee initially appointed, and any successor thereto, and may appoint a bank or trust company meeting the requirements in this Section 8.01 set forth above as successor thereto. The Trustee will also be removed at any time at the request of the Owners of the majority of aggregate principal amount of Bonds then Outstanding, for any breach of fiduciary duty arising in connection with this Indenture.

(e) The Trustee may at any time resign by giving prior written notice to the Authority. Upon receiving such notice of resignation, the Authority will promptly appoint a successor Trustee. Any resignation or removal of the Trustee and appointment of a successor Trustee will become effective only upon acceptance of appointment by a successor Trustee acceptable to the Authority. If no successor Trustee will have been appointed and have accepted appointment within forty-five (45) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Bondowner (on behalf of himself and all other Bondowners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture, will signify its acceptance of such appointment by executing and delivering to the

Authority and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, will become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Request of the Authority or the request of the successor Trustee, such predecessor Trustee will execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and will pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Authority will execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, power trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Authority will give notice of the succession of such Trustee to the trusts hereunder to the City and by mail to the Bondowners at the addresses shown on the registration books maintained by the Trustee. If the Authority fails to mail such notice within fifteen (15) days after acceptance of appointment by the successor Trustee, the successor Trustee will cause such notice to be mailed at the expense of the Authority.

(f) Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it will be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company will meet the requirements set forth in Section 8.01, will be the successor to the Trustee and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything herein to the contrary notwithstanding.

Section 8.02. Liability of Trustee.

(a) The recitals of facts, covenants and agreements herein and in the Bonds contained will be taken as statements, covenants and agreements of the Authority, and the Trustee does not assume any responsibility for the correctness of the same, or make any representations as to the validity or sufficiency of this Indenture, the Property Lease or of the Bonds, nor will the Trustee incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds assigned to or imposed upon it.

(b) The Trustee will have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

(c) No provision of this Trust Indenture, the Property Lease or any other document related hereto will require the Trustee to risk or advance its own funds or otherwise incur any financial liability in the performance of its duties or the exercise of its rights hereunder, if the Trustee will have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured.

(d) Before taking any action under Article VII hereof, the Trustee may require indemnity satisfactory to the Trustee be furnished from any expenses and to protect it against

any liability it may incur hereunder except liability and expenses incurred as a result of its own negligence or willful misconduct.

(e) The indemnities and releases extended to the Trustee hereunder also extend to its directors, officers, employees and agents.

(f) The Trustee will not be liable for any action taken or not taken by it in accordance with the direction of a majority (or other percentage provided for herein) in aggregate principal amount of Bonds outstanding relating to the exercise of any right, power or remedy available to the Trustee, except to the extent of its own negligence or willful misconduct.

(g) The permissive right of the Trustee to do things enumerated in this Indenture will not be construed as a duty.

(h) The Trustee may execute any of the trusts or powers hereof and perform any of its duties through attorneys, agents and receivers.

(i) The Trustee may become the owner or pledgee of any Bonds with the same rights it would have if it were not Trustee.

(j) The Trustee will not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to any project refinanced with the proceeds of the Bonds, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee; provided that the Trustee will notify the Authority in writing within five Business Days, or as soon as reasonably practicable thereafter, after the trust officer of the Trustee with responsibility with respect to the Bonds and the Funds and Accounts created hereunder gains actual knowledge of the impending unavoidable delay.

(k) The Trustee agrees to accept and act upon facsimile transmission of written instructions and/or directions pursuant to this Indenture provided, however, that: (a) subsequent to such facsimile transmission of written instructions and/or directions the Trustee will forthwith receive the originally executed instructions and/or directions, (b) such originally executed instructions and/or directions will be signed by a person as may be designated and authorized to sign for the party signing such instructions and/or directions, and (c) the Trustee will have received a current incumbency certificate containing the specimen signature of such designated person.

Section 8.03. Security for Deposits. Moneys allocated to any of the funds established pursuant to this Indenture may, and upon the Request of the Authority, will be deposited by the Trustee in banks, including the Trustee, in time or demand deposits. Money so deposited will be secured at all times, in the manner provided by law by direct obligations of

the United States of America, obligations the principal of and interest on which are guaranteed by the United States of America, or bonds of the State of California or any local jurisdiction within California, with a market value at least equal to the amount required by law, but in no event less than the amount of moneys in each of said funds to be so secured.

Section 8.04. Investment of Moneys in Funds.

(a) Any moneys in any of the funds established by the Trustee pursuant to this Indenture, upon the Request of the Authority (at the written direction of the City), will be invested in Permitted Investments (subject in each case to the limitations as to maturities hereinafter in this section set forth). The Trustee will notify the City not less than two (2) Business Days prior to the date moneys held hereunder will be available for investment requesting that the City cause the Authority to deliver to the Trustee a Request of the Authority specifying the Permitted Investments to be acquired by the Trustee with such moneys. In the absence of directions from the City, the Trustee will invest in Permitted Investments specified in clause (f) of the definition of Permitted Investments set forth in Section 1.01. The Authority, in issuing such Request, will comply with the restrictions and instructions set forth in the Tax Certificate.

(b) Moneys in the Interest Fund and the Principal Fund may be invested in obligations which will, as nearly as practicable, mature on or before the respective Interest Payment Dates or Principal Payment Dates on which such moneys will be needed for the payment of interest or the retirement of Bonds.

(c) The Trustee may sell or present for redemption any obligations so purchased whenever it will be necessary in order to provide moneys to meet any payment, and the Trustee will not be liable or responsible for any loss resulting from such sale or redemption.

(d) Any interest, profit or other income on such investment of moneys in the funds or accounts created hereunder (other than the Rebate Fund) will be deposited when received in the Revenue Fund.

(e) Any Permitted Investment that is registrable will be registered in the name of the Trustee for the benefit of the Owners and held by the Trustee.

(f) The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law; provided, however, that the Authority will be entitled to receive brokerage confirmations with respect to any transaction upon request. The Trustee will furnish the Authority monthly cash transaction statements as soon as possible after the end of each month which shall include detail for all investment transactions made by the Trustee hereunder.

(g) The Trustee or any of its affiliates may act as sponsor, advisor or manager in connection with any investments made by the Trustee hereunder. The Trustee or an affiliate may act as principal or agent in the acquisition or disposition of any Permitted Investment and will be entitled to its customary fee therefor. For investment purposes, the Trustee may commingle the funds and accounts established hereunder, but will account for each separately.

(h) The moneys on deposit in the funds and accounts established under this Indenture will not be deemed "surplus" under Section 53601 of the Government Code.

(i) All investments of amounts deposited in any fund or account created by or pursuant to this Indenture, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Code) will be acquired, disposed of, and valued (as of the date that valuation is required by this Indenture or the Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code will be valued by the Authority at their present value (within the meaning of section 148 of the Code).

Section 8.05. Notice; Acceptance of Trusts.

(a) The Trustee will be protected in acting upon any notice, resolution, requisition, request, consent, order, certificate, report, Bond, statement, facsimile transmission, electronic mail or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel to the Authority, with regard to legal questions, and the opinion of such counsel will be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

(b) The Trustee will not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

(c) Whenever the Trustee will deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a Certificate of the Authority, and such certificate will be full warrant to the Trustee for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

(d) The Trustee will not be deemed to have notice of an event of default unless it has actual notice thereof at its Corporate Trust Office.

Section 8.06. Compensation and Indemnification of Trustee. The Authority covenants to pay to the Trustee from time to time, and the Trustee will be entitled to, compensation for all services rendered by it in the exercise and performance of any of the powers and duties hereunder of the Trustee, and the Authority will pay or reimburse the Trustee upon its request, in accordance with such fee letter as may be in effect, for all expenses, disbursements and advances incurred or made by the Trustee in accordance with any of the provisions of this Indenture (including the reasonable compensation and the expenses and disbursements of its counsel and all persons not regularly in its employ) except any such expense, disbursement or advance as may arise from its negligence or willful misconduct. The Authority, to the extent permitted by law, will indemnify, defend and hold harmless the Trustee against any loss, damages, liability or expense incurred without negligence or willful misconduct on the part of the Trustee, arising out of or in connection with the acceptance or administration of the trusts created hereby, including reasonable costs and expenses (including attorneys'

fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers hereunder or under the Property Lease. The rights of the Trustee and the obligations of the Authority under this Section 8.06 will survive the discharge of the Bonds and this Indenture and the resignation or removal of the Trustee.

ARTICLE IX

MODIFICATION OR AMENDMENT OF THE INDENTURE

Section 9.01. Amendments Permitted. This Indenture and the rights and obligations of the Authority and of the Owners of the Bonds may be modified or amended at any time by a supplement or amendment hereto which will become effective when the written consents of the Owners of at least a majority in aggregate principal amount of the affected Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 9.02. No such supplement or amendment will (1) extend the fixed maturity of any Bonds or reduce the interest rate thereon or extend the time of payment of interest, or reduce the amount of principal thereof or reduce any premium payable upon the redemption thereof, without the express consent of the Owner of such Bond, or (2) reduce the percentage of Bonds required for the affirmative vote or written consent to an amendment or modification of this Indenture, or (3) modify any of the rights or obligations of the Trustee without the written assent thereto by the Trustee.

This Indenture and the rights and obligations of the Authority and of the Owners of the Bonds may also be modified or amended at any time, without the consent of any Bondowners, but only to the extent permitted by law and only for any one or more of the following purposes:

(a) to add to the covenants and agreements of the Authority in this Indenture contained, other covenants and agreements thereafter to be observed, or to surrender any right or power herein reserved to or conferred upon the Authority which in either case will not adversely affect the interests of the Owners of the Bonds;

(b) to cure, correct or supplement any ambiguous or defective provision contained in this Indenture or in regard to questions arising under this Indenture, as the Authority may deem necessary or desirable and not inconsistent with this Indenture, and which will not adversely affect the interests of the Owners of the Bonds;

(c) to modify, amend or supplement this Indenture in such manner as to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said Act or similar federal statute, and which will not materially adversely affect the interests of the Owners of the Bonds;

(d) to maintain the exclusion of interest on the Bonds (and other Bonds the interest on which is intended to be excludable from gross income for federal income tax purposes) from gross income for federal income tax purposes; or

(e) to maintain a rating on the Bonds.

Section 9.02. Disqualified Bonds. Bonds owned or held by or for the account of the Authority or the City or by an obligor on the Bonds, or by any person directly or indirectly controlled or controlled by, or under direct or indirect common control with the Authority or the City (except any Bonds held in any pension or retirement fund) will not be deemed Outstanding for the purpose of any vote, consent, waiver or other action or any calculation of Outstanding Bonds provided for in this Indenture, and will not be entitled to vote upon, consent to, or take any other action provided for in this Indenture.

Section 9.03. Effect of Supplement or Amendment. From and after the time any supplement or amendment to the Indenture becomes effective pursuant to this Article this Indenture will be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Indenture of the Authority and all Owners of Bonds Outstanding will thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any such supplement or amendment will be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 9.04. Endorsement or Replacement of Bonds Issued After Amendments. The Authority may determine that Bonds issued and delivered after the effective date of any action taken as provided in this Article IX will bear a notation, by endorsement or otherwise, in form approved by the Authority, as to such action. In that case, upon demand of the Owner of any Bond Outstanding at such effective date and presentation of this Bond for the purpose at the office of the Authority or at such other office as the Authority may select and designate for that purpose, a suitable notation will be made on such Bond. The Authority may determine that new Bonds so modified as in the opinion of the Authority necessary to conform to such Bondowners' action, will be prepared, executed and delivered. In that case, upon demand of the Owner of any Bond then Outstanding, such new Bond will be exchanged in the Principal Corporate Trust Office of the Trustee, without cost to such Owner and at the expense of the Authority, for a Bond of the same character then outstanding, upon surrender of such Bond.

Section 9.05. Amendatory Endorsement of Bonds. The provisions of this Article will not prevent any Bondowner from accepting any amendment as to the particular Bonds held by him, provided that due notification thereof is made on such Bonds.

ARTICLE X
DEFEASANCE

Section 10.01. Discharge of Indenture. If the Authority will pay and discharge the entire indebtedness on all Bonds Outstanding in any one or more of the following ways:

(a) by well and truly paying or causing to be paid the principal of (including redemption premiums, if any) and interest on all Bonds Outstanding, as and when the same become due and payable;

(b) by depositing with the Trustee, or with an independent escrow agent for the benefit of the Trustee, in trust, at or before maturity, money in the necessary amount to pay or redeem all Bonds Outstanding;

(c) by delivering to the Trustee, for cancellation by it, all Bonds Outstanding;
or

(d) by depositing with the Trustee, or with an independent escrow agent for the benefit of the Trustee, in trust, Defeasance Obligations not subject to call prior to the date they would be used to pay the Bonds hereunder in such amount as will, together with the income or increment to accrue thereon, be fully sufficient, in the opinion of an independent certified public accountant, to pay and discharge the indebtedness on all Bonds at or before their respective maturity dates;

and if the Authority will also pay or cause to be paid all other sums payable hereunder by the Authority including, without limitation, all fees and expenses of the Trustee due hereunder, including reasonable attorneys' fees, then and in that case, at the election of the Authority (evidenced by a Certificate of the Authority signifying its intention to pay and discharge all such indebtedness and that this Indenture and all other obligations of the Authority under this Indenture will cease and terminate, which will be filed with the Trustee), and notwithstanding that any Bonds will not have been surrendered for payment, the pledge of the Revenues provided for in this Indenture and all other obligations of the Authority under this Indenture will cease and terminate, except as otherwise provided in Sections 6.20 and 8.06 hereof and except for the obligation of the Authority to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid all sums due thereon. The discharge of the obligations of the Authority under this Indenture will be without prejudice to the rights of the Trustee to charge for and be reimbursed by the Authority for any expenditures which it may thereafter incur in connection herewith.

The Authority may at any time surrender to the Trustee for cancellation by it any Bonds previously issued and delivered, which the Authority may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, will be deemed to be paid and retired.

Section 10.02. Discharge of Liability on Bonds. Upon the deposit with the Trustee, in trust, at or before maturity, of money or Defeasance Obligations in the necessary amount to pay or redeem Outstanding Bonds (whether upon or prior to their maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity

thereof, notice of such redemption will have been given as in Article IV provided or provisions satisfactory to the Trustee will have been made for the giving of such notice, all liability of the Authority in respect of such Bonds will cease, terminate and be completely discharged and the Owners thereof will thereafter be entitled only to payment out of the money or Government Obligations deposited with the Trustee as aforesaid for their payment, subject, however, to the provisions of Sections 10.03 and 10.05 hereof.

Section 10.03. Payment of Bonds After Discharge of Indenture. Notwithstanding any provisions of this Indenture, any moneys deposited with the Trustee in trust for the payment of the principal of, or interest or premium on, any Bonds and remaining unclaimed for two (2) years after the principal of all the Outstanding Bonds has become due and payable (whether at maturity or upon call for redemption or by declaration as provided in this Indenture) will then be repaid to the Authority upon a Request of the Authority, and the Owners of such Bonds will thereafter be entitled to look only to the Authority for payment thereof, and all liability of the Trustee with respect to such moneys will thereupon cease; provided, however, that before the repayment of such moneys to the Authority as aforesaid, the Trustee may cause to be mailed to the registered Owners of such Bonds at their addresses as they appear on the registration books of the Trustee, a notice, in such form as may be deemed appropriate by the Trustee, with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the Authority of the moneys held for the payment thereof. In the event of the repayment of any such moneys to the Authority as aforesaid, the Owners of the Bonds in respect of which such moneys were deposited will thereafter be deemed to be general creditors of the Authority for amounts equivalent to the respective amounts deposited for the payment of such Bonds and so repaid to the Authority (without interest thereon).

Section 10.04. Amounts Remaining in Funds and Accounts. Notwithstanding any other provision of this Indenture, it is agreed by the parties hereto that after payment in full of (i) the Bonds, or after provision for such payment will have been made as provided in the Indenture, (ii) the fees, charges and expenses of the Trustee in accordance with the Indenture and (iii) all other amounts required to be paid under the Indenture, any amounts remaining in any fund or account held by the Trustee under the Indenture (other than amounts held in the Rebate Fund) will belong to the City, and will be paid to the City by the Trustee.

ARTICLE XI

MISCELLANEOUS

Section 11.01. Liability of Authority Limited to Revenues. The Authority will not be required to take any action not expressly provided for herein and its obligation with respect to the Bonds will be limited as described herein. Notwithstanding anything in this Indenture, the Authority will not be required to pay or advance any moneys derived from any source other than the Revenues for the payment of the principal of or interest (and premium, if any) on the Bonds, for the maintenance and operation of the Leased Property, or for any other purpose of this Indenture. Nevertheless, the Authority may advance, but will not be required under any circumstances whatsoever, for any of the purposes hereof, any funds of the Authority which may be made available to it for such purposes.

The Bonds are special obligations of the Authority and are payable, as to interest thereon and principal thereof, exclusively from Revenues, and the Authority is not obligated to pay them except from Revenues. All of the Bonds are equally secured by a pledge of, and charge and lien upon, all of the Revenues, and the Revenues constitute a trust fund for the security and payment of the interest on and the principal of the Bonds, to the extent set forth in this Indenture. The Bonds are not a debt of the Authority, the City, the State of California or any of its political subdivisions, and neither said City, said State nor any of its political subdivisions is liable therefor, nor in any event will the Bonds be payable out of any funds or properties other than those of the Authority pledged therefor provided in this Indenture. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory limitation or restriction.

Section 11.02. Successor Is Deemed Included in All References to Predecessor. Whenever in this Indenture or any Supplemental Indenture either the Authority or the Trustee is named or referred to, such reference will be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the Authority or the Trustee will bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 11.03. Limitation of Rights to Parties and Bondowners. Nothing in this Indenture or in the Bonds expressed or implied is intended or will be construed to give to any person other than the Authority, the Trustee and the Owners of the Bonds issued hereunder, any legal or equitable right, remedy or claim under or in respect of this Indenture or any covenant, condition, stipulation or provisions herein or herein contained; and all such covenants, conditions, stipulations and provisions are and will be held to be for the sole and exclusive benefit of the Authority, the Trustee and the Owners of the Bonds issued hereunder.

Nothing in this Indenture expressed or implied is intended or will be construed to confer upon, or to give or grant to, any person or entity, other than the Authority, the Trustee and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Authority will be for the sole and exclusive benefit of the Authority, the Trustee and the registered owners of the Bonds.

Section 11.04. Waiver of Notice. Whenever in this Indenture the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the person

entitled to receive such notice and in any such case the giving or receipt of such notice will not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 11.05. Destruction of Bonds. Whenever in this Indenture provision is made for the cancellation by the Trustee and the delivery to the Authority of any Bonds, the Trustee may, upon the Request of the Authority, in lieu of such cancellation and delivery, destroy such Bonds, and deliver a certificate of such destruction to the Authority.

Section 11.06. Severability of Invalid Provisions. In case any one or more of the provisions contained in this Indenture or in the Bonds will for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability will not affect any other provision of this Indenture, and this Indenture will be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The Authority hereby declares that it would have adopted this Indenture and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this Indenture may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the Trustee or any successor Trustee is rendered unable to perform its duties hereunder, and if no successor Trustee be then appointed, all such duties and all of the rights and powers of the Trustee hereunder will be assumed by and vest with the Authority in trust for the benefit of the Bondowners.

Section 11.07. Notices. All notices or communications to be given under this Indenture will be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice will be effective either (i) upon transmission by facsimile transmission or other form of telecommunication, confirmed by telephone, (ii) 72 hours after deposit in the United States mail, postage prepaid, or (iii) in the case of personal delivery to any person, upon actual receipt. The Authority, the City or the Trustee may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the City
or the Authority:

City of Beverly Hills
450 North Rexford Drive
Beverly Hills, California 90210
Attention: Director of Administrative Services and Chief
Financial Officer
Telephone: (310) 285-2411
Fax: (805) 525-6278

If to the Trustee:

U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, California 90071
Attention: Global Corporate Trust Services
Telephone: (213) 615-6024
Fax: (213) 615-6199

Section 11.08. Evidence of Rights of Bondowners. Any request, consent or other instrument required by this Indenture to be signed and executed by Bondowners may be in any number of concurrent writings of substantially similar tenor and may be signed or executed by

such Bondowners in person or by agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, will be sufficient for any purpose of this Indenture and will be conclusive in favor of the Trustee and of the Authority if made in the manner provided in this section.

The fact and date of the execution by any person of any such request, consent or other instrument or writing may be proved by the affidavit of a witness of such execution or by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the person signing such request, consent or other instrument acknowledged to him the execution thereof; or in any other manner which the Trustee may deem sufficient.

The ownership of Bonds, the amount, numbers and other identification thereof, and the date of holding the same, will be proved by the bond registration books held by the Trustee.

Any request, consent or declaration of the Owner of any Bond will bind every future Owner of the same Bond and the Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority pursuant to such request, consent or declaration.

In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any action pursuant to this Indenture, Bonds which are disqualified as provided in Section 9.02 will be disregarded and deemed not to be Outstanding for the purpose of any such determination, provided, that, for the purpose of determining whether the Trustee will be protected in relying on any such demand, request, direction, consent or waiver, only Bonds which the Trustee knows to be so disqualified will be disregarded. Bonds so disqualified which have been pledged in good faith may be regarded as Outstanding for the purpose of this section if the pledgee will establish to the satisfaction of the Trustee the pledgee's right to vote such Bonds and that the pledgee is not a person whose ownership of the Bonds would cause the Bonds to be disqualified pursuant to Section 9.02. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel will be full protection to the Trustee.

Section 11.09. Article and Section Headings. The headings or titles of the several Articles and Sections hereof, and any table of contents appended hereto, will be solely for convenience of reference and will not affect the meaning, construction or effect of this Indenture. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

Section 11.10. Third-Party Beneficiary. To the extent that this Indenture confers upon or gives or grants to the City any right, remedy or claim under or by reason of this Indenture, the City is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right or remedy or claim conferred, given or granted hereunder.

Section 11.11. Funds and Accounts. Any fund required by this Indenture to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds will at all

times be maintained in accordance with corporate trust industry practices and with due regard for the protection of the security of the Bonds and the rights of every Owner thereof.

Section 11.12. Waiver of Personal Liability. No member, officer, agent or employee of the Authority will be individually or personally liable for the payment of the principal of or interest on the Bonds or for anything else contained in this Indenture; but nothing herein contained will relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 11.13. Governing Law. This Indenture will be governed by and construed in accordance with the laws of the State of California.

Section 11.14. Counterparts. This Indenture may be signed in several counterparts, each of which will constitute an original, but all of which will constitute one and the same instrument.

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

**CITY OF BEVERLY HILLS PUBLIC FINANCING
AUTHORITY**

By _____
Don Rhoads
Treasurer

ATTEST:

Byron Pope,
Secretary

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

By _____
Authorized Officer

EXHIBIT A

[FORM OF BOND]

No. R-__

\$ _____

**CITY OF BEVERLY HILLS PUBLIC FINANCING AUTHORITY
2013 LEASE REVENUE REFUNDING BOND, SERIES A
(2003 REFUNDING PROJECT)**

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Issue Date</u>	<u>CUSIP</u>
June 1, ____		_____, 2013	

Registered Owner: CEDE & CO.

Principal Amount:

CITY OF BEVERLY HILLS PUBLIC FINANCING AUTHORITY, a joint powers authority duly organized and existing under and pursuant to the laws of the State of California (herein called the "Authority"), for value received, hereby promises to pay (but only out of the Revenues hereinafter mentioned) the registered owner specified above, or registered assigns, on the Maturity Date specified above (subject to any right of prior redemption hereinafter mentioned) the Principal Amount specified above in lawful money of the United States of America, and to pay interest thereon in like lawful money from the interest payment date next preceding the date of authentication of this Bond (unless this Bond is authenticated as of an interest payment date, in which event it will bear interest from the date of authentication hereof, or unless this Bond is authenticated after a record date and before an interest payment date, in which event it will bear interest from the next succeeding interest payment date, or unless this Bond is authenticated on or prior to November 15, 2013, in which event it will bear interest from the date hereof) until payment of such Principal Amount in full as provided in the Indenture hereinafter mentioned, at the rate of interest specified above, payable semiannually on June 1 and December 1 in each year, commencing December 1, 2013, by check mailed to such registered owner; provided that upon the request of any owner of at least \$1,000,000 in aggregate principal amount of Bonds, such payment will be made by wire transfer in immediately available funds to an account within the continental limits of the United States designated by such owner. The principal (or redemption price) hereof is payable at the Corporate Trust Office (as defined in the Indenture hereinafter mentioned) of U.S. Bank National Association (herein called the "Trustee").

This Bond is one of a duly authorized issue of Bonds of the Authority designated as the City of Beverly Hills Public Financing Authority 2013 Lease Revenue Bonds, Series A (2003 Refunding Project) (herein called the "Bonds"), of an initial aggregate principal amount of \$_____ issued pursuant to the provisions of the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4, Chapter 5, Division 7, Title 1 (commencing with Section 6584) of the Government Code of the State of California (herein called the "Law"), and pursuant to an Indenture, dated as of June 1, 2013, between the Authority and the Trustee (herein called the "Indenture"), authorizing the issuance of the Bonds.

Reference is hereby made to the Indenture (a copy of which is on file at said office of the Trustee) and all Indentures supplemental thereto and to the Law for a description of the

terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Revenues, as that term is defined in the Indenture, and the rights thereunder of the registered owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Authority thereunder, to all the provisions of which Indenture the registered owner of this Bond, by acceptance hereof, assents and agrees.

The proceeds of the Bonds will be used by the Authority for the purposes and on the terms and conditions set forth in the Indenture and in the Property Lease, dated as of June 1, 2013, between the Authority, as lessor, and the City of Beverly Hills (the "City"), as lessee (herein called the "Property Lease"). This Bond and the interest hereon and all other Bonds and the interest thereon (to the extent set forth in the Indenture) are payable from, and are secured by a pledge and assignment of, the Revenues derived from a portion of the amounts payable by the City under the Property Lease. Except to the extent set forth in the Indenture, all such Revenues are exclusively and irrevocably pledged to and constitute a trust fund, in accordance with the terms hereof and the provisions of the Indenture and the Law, for the security and payment or redemption of, and for the security and payment of interest on the Bonds; but nevertheless, in accordance with the Indenture, out of Revenues certain amounts may be applied for other purposes as provided in the Indenture. As and to the extent set forth in the Indenture, all of the Revenues are exclusively and irrevocably pledged in accordance with the terms hereof and the provisions of the Indenture, to the payment of the principal of and interest and premium (if any) on the Bonds.

The Bonds are special obligations of the Authority, payable solely from and secured by a pledge of the aforementioned Revenues as specified herein and in the Indenture. Neither the payment of the principal of the Bonds, nor any interest thereon, constitutes a debt, liability or obligation of the City, the Authority or the State of California. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

The rights and obligations of the Authority and the holders of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment will (1) extend the fixed maturity of this Bond or reduce the rate of interest hereon or extend the time of payment of interest, or reduce the amount of the principal hereof or reduce any premium payable upon the redemption hereof, without the consent of the holder hereof, or (2) reduce the percentage of Bonds required for the affirmative vote or written consent to an amendment or modification, all as more fully set forth in the Indenture.

The Bonds are subject to redemption on any date without premium under the circumstances prescribed and as provided in the Indenture, as a whole or in part, through the application of proceeds of insurance and eminent domain proceedings.

As provided in the Indenture, notice of redemption will be mailed, by first class mail, not less than 30 nor more than 60 days prior to the redemption date, to the registered owner of Bonds designated for redemption, but neither failure to receive such notice nor any defect in the notice so mailed will affect the sufficiency of the proceedings for redemption. Each redemption notice will further state that such redemption may be rescinded by the Authority on or prior to the date set for redemption.

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

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

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

This Bond is transferable by the registered owner hereof, in person or by his attorney duly authorized in writing, at said office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon such transfer a new fully registered Bond or Bonds without coupons of authorized denomination or denominations, for the same aggregate principal amount, will be issued to the transferee in exchange herefor.

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

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

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

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is required 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.

IN WITNESS WHEREOF, the City of Beverly Hills Public Financing Authority has caused this Bond to be executed in its name and on its behalf with the facsimile signature of its Treasurer and attested to by the facsimile signature of its Secretary, all as of the Original Issue Date specified above.

CITY OF BEVERLY HILLS PUBLIC
FINANCING AUTHORITY

By _____
Treasurer

Attest:

Secretary

**[FORM OF TRUSTEE'S
CERTIFICATE OF AUTHENTICATION]**

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

U.S. BANK NATIONAL ASSOCIATION, as
Trustee

By: _____
Authorized Signatory

DATED: _____

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond will be construed as though they were written out in full according to applicable laws or regulations.

TEN COM--as tenants in common

TEN ENT--as tenants by the entireties

JT TEN--as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT-- _____ Custodian _____
(Cust) (Minor)
under Uniform Gifts to Minors Act _____
(State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE LIST ABOVE

[FORM OF ASSIGNMENT]

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

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

the within-registered Bond and hereby irrevocably constitute(s) and appoints(s)

attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

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

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