



Successor Agency Staff Report

DATE: May 7, 2014 UNFINISHED BUSINESS

SUBJECT: APPROVAL OF REFINANCING FORMER AGENCY TAX ALLOCATION BONDS

FROM: David H. Ready, City Manager

BY: Suzanne Harrell, Successor Agency Financial Advisor

SUMMARY:

When the former Community Redevelopment Agency of the City of Palm Springs was dissolved, there were 6 series of tax allocation bonds previously issued and outstanding. The Dissolution Act permits successor agencies to refinance outstanding bonds or other obligations of a former redevelopment agency under certain circumstances.

If approved, the resolution would authorize the refunding of 3 series of outstanding bonds issued by the former agency, with an expected total savings of \$3.3 million over 20 years.

RECOMMENDATION:

Adopt Resolution No. _____, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS, CALIFORNIA, ACTING SOLELY IN ITS CAPACITY AS SUCCESSOR AGENCY TO THE PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY REQUESTING DIRECTION TO UNDERTAKE PROCEEDINGS FOR THE ISSUANCE OF 2014 SUBORDINATE TAX ALLOCATION REFUNDING BONDS TO REFUND CERTAIN OUTSTANDING OBLIGATIONS OF THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALM SPRINGS, APPROVING THE ISSUANCE OF SUCH REFUNDING BONDS AND THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST AND ESCROW AGREEMENTS AND PROVIDING OTHER MATTERS RELATING TO THE ISSUANCE OF THE REFUNDING BONDS."

STAFF ANALYSIS:

When the former Community Redevelopment Agency of the City of Palm Springs was dissolved as a result of the Dissolution Act, the Agency had 6 series of tax allocation bonds previously issued and outstanding. Those bonds are:

- 2001 Housing Tax Allocation Bonds
- 2004 Series A Merged Project No. 1 Tax Allocation Refunding Bonds
- 2004 Series B Merged Project No. 2 Tax Allocation Refunding Bonds
- 2007 Series A Merged Project No. 1 Tax Allocation Bonds
- 2007 Series B Merged Project No. 1 Taxable Tax Allocation Bonds
- 2007 Series C Merged Project No. 2 Taxable Tax Allocation Bonds

The Dissolution Act authorizes refinancing of the former Agency debt. Specifically, California Redevelopment Law (CRL) authorizes the Successor Agency to refinance outstanding bonds and other obligations of the former Agency, subject to the conditions contained in CRL §34177.5, which primarily relate to demonstrable debt service savings and no extension of maturity. Upon review, staff determined that refinancing of certain of the former Agency's indebtedness is in its best interest and that the statutory prerequisites can be met if the refinancing is approved. Additionally, the staff costs related to refunding proceedings can be recovered as authorized by CRL §34177.5(f).

Refunding Analysis

The 2001 Housing Tax Allocation Bonds, the 2004 Series A Merged Project No. 1 Tax Allocation Refunding Bonds and the 2004 Series B Merged Project No. 2 Tax Allocation Refunding Bonds are currently subject to optional call and may be refinanced at a savings. These savings will increase the amount of "residual" property tax (or tax increment) available to pay existing enforceable obligations of the Successor Agency or to be redistributed to other taxing agencies.

The amounts outstanding, maturity dates and interest rates of these three series are shown below.

	<u>2001 Bonds</u>	<u>2004 Series A Bonds</u>	<u>2004 Series B Bonds</u>
Outstanding	\$2,965,000	\$9,905,000	\$7,385,000
Final Maturity	2021	2034	2034
Interest Rate	5.43%	5.44%	5.71%

The Successor Agency's Financial Advisor (Harrell & Company Advisors) estimates that refinancing these series of bonds at an effective rate of 3.9% will reduce the Successor Agency's annual debt service by approximately \$258,000 annually through 2021 and \$105,000 thereafter through 2034, a total of \$3.3 million. This represents an overall 11% reduction in debt service compared to

existing payments. The repayment is scheduled to occur over the same term as the existing bonds (7 years for the 2001 Bonds and 20 years for the 2004 Bonds). No extension of maturity is permitted under the Dissolution Act.

Because each series of bonds has differing maturity dates and repayment schedules, the refinancing will be structured so that each annual payment is proportionally reduced compared to the outstanding payments. That is why the savings in the earlier years are greater, since the existing debt service is greater while the 2001 Bonds are outstanding.

The other debt issues of the former Agency were reviewed for refinancing potential, but due to either interest rate or available call dates, they did not meet the statutory refinancing requirements of CRL. Successor Agency staff will continue to monitor the potential for refinancing the other outstanding series of Agency bonds.

The City currently receives approximately 27% of the residual property tax. Assuming that the savings are not applied to other enforceable obligations of the Successor Agency, the City's share of the additional residual property tax generated by the annual debt service savings would be approximately \$69,000 through 2021, and \$28,000 thereafter. The remainder of the savings would generally go to the School District, the College District and other taxing agencies.

Between the time that the refinancing is approved by the Successor Agency and the time that the Successor Agency can actually enter the market to sell the refunding bonds based on the CRL requirements, interest rates could increase, and debt service savings may be reduced. Therefore, the current estimate of a \$3.3 million savings to be shared among taxing agencies over the next 20 years is an estimate at this time.

Authorization Process

The Dissolution Act has added a number of steps to the traditional refinancing process, and requires more time to actually get the bonds to market. If the City Council, in its capacity as Successor Agency, takes the recommended action and adopts the resolution authorizing the refinancing of the bonds, the Oversight Board will be presented with a companion resolution approving the action taken by the City Council, in its capacity as Successor Agency. This Oversight Board action must be submitted to and approved by the DOF for conformity with the provisions of CRL 34177.5(a)(1). DOF can take up to 65 days from the time the Oversight Board resolution is submitted to approve the financing.

As the end of the DOF review period draws closer, staff will return with a subsequent request for Successor Agency action. In addition to updating the City Council, in its capacity as Successor Agency on any changes in interest rates and expected debt service savings, this additional action would approve the official statement for the bonds, approve an underwriter for the bonds and

authorize any other actions needed in connection with the bonds. Nor further Oversight Board or DOF approvals will be needed at that time, and once approved, the bonds can be sold. Staff expects this to occur in mid-July, with a bond closing in early August.

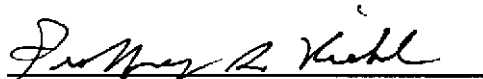
Staff has prepared a resolution for consideration by the Oversight Board to direct the Successor Agency to refinance the 2001 Bonds, the 2004 Series A Bonds and 2004 Series B Bonds. If the City Council, in its capacity as Successor Agency, adopts the resolution approving the refinancing, the Oversight Board resolution will be presented to the Oversight Board at their May 8, 2014 meeting.

FISCAL IMPACT:

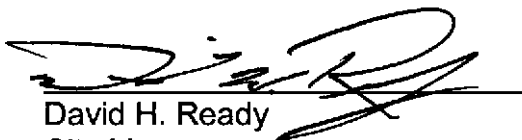
The increase in the residual property tax (or former tax increment) that gets distributed to all the taxing entities (including the City) will increase by approximately \$3.3 million over the remaining 20 years that the the 2001 Bonds, the 2004 Series A Bonds and 2004 Series B Bonds are outstanding. To the extent the incremental residual property tax is not used for other Successor Agency enforceable obligations, it will be distributed to taxing agencies, including the City, through the regular AB 1484 distribution process.



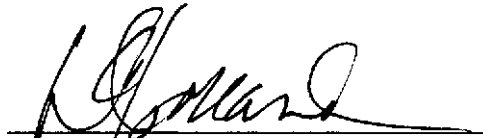
Suzanne Harrell
Successor Agency Financial Advisor



Geoffrey Kiehl
Director of Finance



David H. Ready
City Manager



Douglas C. Holland
City Attorney

Attachments:

Resolution
Indenture of Trust
Escrow Agreements
Savings Analysis

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALM SPRINGS ACTING AS THE SUCCESSOR AGENCY TO THE PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY REQUESTING DIRECTION TO UNDERTAKE PROCEEDINGS FOR THE ISSUANCE OF 2014 SUBORDINATE TAX ALLOCATION REFUNDING BONDS TO REFUND CERTAIN OUTSTANDING OBLIGATIONS OF THE FORMER COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALM SPRINGS, APPROVING THE ISSUANCE OF SUCH REFUNDING BONDS AND THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST AND ESCROW AGREEMENTS AND PROVIDING OTHER MATTERS RELATING TO THE ISSUANCE OF THE REFUNDING BONDS.

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

WHEREAS, redevelopment plans for the redevelopment project areas designated "Palm Springs Merged Redevelopment Project No. 1" and "Palm Springs Merged Redevelopment Project No. 2" in the City of Palm Springs, California, were adopted in compliance with all requirements of the Redevelopment Law;

WHEREAS, pursuant to Section 34172(a) of the California Health and Safety Code (unless otherwise noted, all Section references hereinafter being to such Code), the Former Agency has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173, the City of Palm Springs has become the successor entity to the Former Agency (the "Successor Agency");

WHEREAS, prior to the dissolution of the Former Agency, the Former Agency issued its Community Redevelopment Agency of the City of Palm Springs 2001 Housing Tax Allocation Bonds in the initial principal amount of \$5,805,000 (the "2001 Housing Bonds"), its Community Redevelopment Agency of the City of Palm Springs Merged Project No. 1 Tax Allocation Refunding Bonds, 2004 Series A, in the initial principal amount of \$14,240,000 (the "2004A Bonds") and its Community Redevelopment Agency of the City of Palm Springs Merged Project No. 2 Tax Allocation Refunding Bonds, 2004 Series B, in the initial principal amount of \$9,075,000 (the "2004B Bonds" and, together with the 2001 Housing Bonds and the 2004A Bonds, the "Prior Bonds");

WHEREAS, Section 34177.5(a)(1) authorizes the Successor Agency to undertake proceedings for the refunding of outstanding bonds and other obligations of the Former Agency in order to achieve debt service savings within the parameters set forth in Section 34177.5(a)(1) (the "Savings Parameters"), and to issue bonds for such purpose pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the "Refunding Law")

WHEREAS, the Successor Agency has determined, based on current conditions in the municipal bond market, that it will achieve debt service savings in compliance with the Savings Parameters as evidenced by the analysis prepared by its Financial Advisor, Harrell & Company, Advisors, describing potential savings that will accrue to the Successor Agency and to applicable taxing entities as a result of the refunding of the Prior Bonds (the "Debt Service Savings Analysis");

WHEREAS, the Successor Agency proposes to achieve the potential debt service savings evidenced by the Debt Service Savings Analysis by the issuance of its Successor Agency to the Palm Springs Community Redevelopment Agency 2014 Subordinate Tax Allocation Refunding Bonds (the "Refunding Bonds") pursuant to the Law, the Refunding Law and the form of Indenture of Trust, dated as of May 1, 2014, by and between the Successor Agency and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Indenture") on file with the Secretary;

WHEREAS, debt service on the Refunding Bonds will be payable on a basis subordinate to certain outstanding bonds issued by the Former Agency, namely its Community Redevelopment Agency of the City of Palm Springs Merged Project No. 1 Tax Allocation Bonds, 2007 Series A issued in the initial principal amount of \$12,770,000, its Community Redevelopment Agency of the City of Palm Springs Merged Project No. 1 Taxable Tax Allocation Bonds, 2007 Series B issued in the initial principal amount of \$1,910,000 and its Community Redevelopment Agency of the City of Palm Springs Merged Project No. 2 Taxable Tax Allocation Bonds, Series 2007 C issued in the initial principal amount of \$6,495,000;

WHEREAS, pursuant to Section 34179, an oversight board (the "Oversight Board") has been established for the Successor Agency and the Successor Agency requests that the Oversight Board direct the Successor Agency to undertake proceedings for the issuance of the Refunding Bonds, it being understood that such direction by the Oversight Board will enable the Successor Agency to recover its related costs in connection with the refunding proceedings, as authorized by Section 34177.5(f);

WHEREAS, the Successor Agency, with the aid of its staff, has reviewed the Indenture and the three separate Escrow Deposit and Trust Agreements relating to the refunding of the Prior Bonds (the "Escrow Agreements") and the Successor Agency wishes to approve the Indenture and the issuance, sale and delivery of the Refunding Bonds and to approve the Escrow Agreements;

WHEREAS, the Successor Agency also requests that the Oversight Board approve the issuance, sale and delivery of the Refunding Bonds by the Successor Agency, as authorized by Section 34177.5(f), and that the Oversight Board make certain determinations described below on which the Successor Agency will rely in undertaking the refunding proceedings and the issuance, sale and delivery of the Refunding Bonds;

WHEREAS, following approval by the Oversight Board of the issuance of the Refunding Bonds by the Successor Agency to be effective upon approval by the California Department of Finance of such approval by the Oversight Board, the Successor Agency, with the assistance of its Financial Advisor, will select an underwriter to sell the Refunding Bonds and will cause to be prepared a form of Official Statement describing the Refunding Bonds and containing material information relating to the Refunding Bonds, the preliminary form of which will be submitted to the Successor Agency for approval for distribution by the underwriter of the Refunding Bonds to persons and institutions interested in purchasing the Refunding Bonds; and

WHEREAS, the Successor Agency will approve a purchase contract with the underwriter and will authorize and direct its officers and staff to implement the sale and delivery of the Refunding Bonds to the underwriter pursuant to the purchase contract;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palm Springs acting as the Successor Agency to the Palm Springs Community Redevelopment Agency, as follows:

SECTION 1. Determination of Savings. The Successor Agency has determined that there are significant potential savings available to the Successor Agency and to applicable taxing entities in compliance with the Savings Parameters by the issuance by the Successor Agency of the Refunding Bonds to provide funds to refund the Prior Bonds, all as evidenced by the Debt Service Savings Analysis on file with the Secretary of the Successor Agency, which Debt Service Savings Analysis is hereby approved.

SECTION 2. Request for Direction. The Oversight Board is hereby requested to direct the Successor Agency to undertake the refunding proceedings pursuant to Section 34177.5(a)(1) for the issuance, sale and delivery of the Refunding Bonds.

SECTION 3. Approval of Issuance of the Refunding Bonds. The Successor Agency hereby authorizes and approves the issuance of the Refunding Bonds pursuant to the Refunding Law in the aggregate principal amount of not to exceed \$20,000,000 for the purpose of providing funds to refinance the Prior Bonds in whole or in part. The Successor Agency further authorizes the sale of the Refunding Bonds, provided that the Refunding Bonds shall bear interest at such rates and shall be sold at such a price so as to achieve the Savings Parameters required to be met by Section 34177.5(a)(1).

SECTION 4. Indenture of Trust. The Successor Agency hereby approves the Indenture prescribing the terms and provisions of the Refunding Bonds and the

application of the proceeds of the Refunding Bonds. Each of the Mayor, as the presiding officer of the Successor Agency, or the City Manager of the City of Palm Springs, as the chief administrative officer of the Successor Agency (each, an "Authorized Officer"), is hereby authorized and directed to execute and deliver, and the City Clerk, as the secretary of the Successor Agency, is hereby authorized and directed to attest to, the Indenture for and in the name and on behalf of the Successor Agency, in substantially the form on file with the City Clerk, with such changes therein, deletions therefrom and additions thereto as the Authorized Officer shall approve, such approval to be conclusively evidenced by the execution and delivery of the Indenture. The Successor Agency hereby authorizes the delivery and performance of the Indenture.

SECTION 5. Issuance in Separate Series. The Refunding Bonds may be issued as a single issue, or from time to time in separate series, as the Successor Agency shall determine. The approval of the issuance of the Refunding Bonds by the Successor Agency and by the Oversight Board shall constitute the approval of each and every separate series of Refunding Bonds, without the need for any further approval from the Oversight Board, provided that each such separate series of Refunding Bonds complies with the Saving Parameters required to be met by Section 34177.5(a)(1).

SECTION 6. Escrow Agreements. The Successor Agency hereby approves the Escrow Agreements prescribing the provisions for refunding the Prior Bonds, namely, the 2001 Housing Bonds Escrow Deposit and Trust Agreement, the 2004A Bonds Escrow Deposit and Trust Agreement and the 2004B Bonds Escrow Deposit and Trust Agreement. Each Authorized Officer is hereby authorized and directed to execute and deliver, and the City Clerk, as the secretary of the Successor Agency, is hereby authorized and directed to attest to, the Escrow Agreements for and in the name and on behalf of the Successor Agency, in substantially the forms on file with the City Clerk, with such changes therein, deletions therefrom and additions thereto as the Authorized Officer shall approve, such approval to be conclusively evidenced by the execution and delivery of the Escrow Agreements. The Successor Agency hereby authorizes the delivery and performance of the Escrow Agreements.

SECTION 7. Oversight Board Approval of the Issuance of the Refunding Bonds. The Successor Agency hereby requests that the Oversight Board approve the issuance, sale and delivery of the Refunding Bonds pursuant to this Resolution and the Indenture, as above described.

SECTION 8. Filing of this Resolution. The Secretary of the Successor Agency is hereby authorized and directed to file a certified copy of this Resolution with the Oversight Board, together with the Debt Service Savings Analysis, and, as provided in Section 34180(j), with the Riverside County Administrative Officer, the Riverside County Auditor-Controller and the California Department of Finance.

SECTION 9. Determinations by the Oversight Board. The Successor Agency requests that the Oversight Board make the following determinations upon which the

Successor Agency will rely in undertaking the refunding proceedings and the issuance, sale and delivery of the Refunding Bonds:

(a) The Successor Agency is authorized, as provided in Section 34177.5(f), to recover its costs related to the issuance of the Refunding Bonds from the proceeds of the Refunding Bonds, including the cost of reimbursing the City of Palm Springs for administrative staff time spent with respect to the authorization, issuance, sale and delivery of the Refunding Bonds;

(b) The application of proceeds of the Refunding Bonds by the Successor Agency to the refunding and defeasance of the Prior Bonds, as well as to the payment by the Successor Agency of all costs of issuance of the Refunding Bonds, as provided in Section 34177.5(a), shall be implemented by the Successor Agency promptly upon sale and delivery of the Refunding Bonds, and, notwithstanding Section 34177.3 or any other provision of law to the contrary, no further approval of the Oversight Board, the California Department of Finance, the Riverside County Auditor-Controller or any other person or entity other than the Successor Agency shall be required;

(c) The Successor Agency shall be entitled to receive its full Administrative Cost Allowance under Section 34181(a)(3) without any deductions with respect to continuing costs related to the Refunding Bonds, such as trustee's fees, auditing and fiscal consultant fees and continuing disclosure and rating agency costs (collectively, "Continuing Costs of Issuance"), and such Continuing Costs of Issuance shall be payable from property tax revenues pursuant to Section 34183. In addition and as provided by Section 34177.5(f), if the Successor Agency is unable to complete the issuance of the Refunding Bonds for any reason, the Successor Agency shall, nevertheless, be entitled to recover its costs incurred with respect to the refunding proceedings from such property tax revenues pursuant to Section 34183 without reduction in its Administrative Cost Allowance.

SECTION 10. Appointments. The appointments of Harrell & Company, Advisors, as Financial Advisor, Jones Hall, A Professional Law Corporation, as bond counsel, and Fulbright & Jaworski LLP, a member of Norton Rose Fulbright, as disclosure counsel, are hereby confirmed to act on behalf of the Successor Agency in the presentation of this Resolution and the Debt Service Savings Analysis to the Oversight Board and for purposes of the proceedings for the issuance, sale and delivery of the Refunding Bonds.

SECTION 11. Official Actions. The Authorized Officers and any and all other officers of the Successor Agency are hereby authorized and directed, for and in the name and on behalf of the Successor Agency, to do any and all things and take any and all actions, which they, or any of them, may deem necessary or advisable in obtaining the requested approvals by the Oversight Board and the California Department of Finance and to implement the sale and delivery of the Refunding Bonds to the

Underwriter. Whenever in this Resolution any officer of the Successor Agency is directed to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

SECTION 12. Effective Date. This Resolution shall take effect from and after its passage and adoption.

PASSED, APPROVED AND ADOPTED BY THE PALM SPRINGS CITY COUNCIL THIS 7TH DAY OF MAY, 2014.

DAVID H. READY, CITY MANAGER

ATTEST:

JAMES THOMPSON, CITY CLERK

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PALM SPRINGS)

I, JAMES THOMPSON, City Clerk of the City of Palm Springs, hereby certify that Resolution No. _____ is a full, true and correct copy, and was duly adopted at a regular meeting of the City Council of the City of Palm Springs on 7th day of May, 2014, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

JAMES THOMPSON, CITY CLERK
City of Palm Springs, California

INDENTURE OF TRUST

Dated as of May 1, 2014

by and between the

**SUCCESSOR AGENCY TO THE PALM SPRINGS COMMUNITY REDEVELOPMENT
AGENCY**

and

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

Relating to

**[\$Bond Amount]
Successor Agency to the Palm Springs Community Redevelopment Agency
2014 Subordinate Tax Allocation Refunding Bonds**

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST (this "Indenture") is made and entered into and dated as of May 1, 2014, by and between the SUCCESSOR AGENCY TO THE PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY, a public entity duly created and existing under the laws of the State of California (the "Successor Agency"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. a national banking association organized and existing under the laws of the United States of America, as trustee (the "Trustee");

WITNESSETH:

WHEREAS, the Palm Springs Community Redevelopment Agency (the "Former Agency") was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State (the "Redevelopment Law");

WHEREAS, redevelopment plans for the redevelopment project areas designated "Palm Springs Merged Redevelopment Project No. 1" and "Palm Springs Merged Redevelopment Project No. 2" in the City of Palm Springs, California, were adopted in compliance with all requirements of the Redevelopment Law;

WHEREAS, pursuant to Section 34172(a) of the California Health and Safety Code (unless otherwise noted, all Section references hereinafter being to such Code), the Former Agency has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173, the City of Palm Springs has become the successor entity to the Former Agency (the "Successor Agency");

WHEREAS, prior to the dissolution of the Former Agency, the Former Agency issued its Community Redevelopment Agency of the City of Palm Springs 2001 Housing Tax Allocation Bonds in the initial principal amount of \$5,805,000 (the "2001 Housing Bonds"), its Community Redevelopment Agency of the City of Palm Springs Merged Project No. 1 Tax Allocation Refunding Bonds, 2004 Series A in the initial principal amount of \$14,240,000 (the "2004A Bonds") and its Community Redevelopment Agency of the City of Palm Springs Merged Project No. 2 Tax Allocation Refunding Bonds, 2004 Series B in the initial principal amount of \$9,075,000 (the "2004B Bonds" and, together with the 2001 Housing Bonds and the 2004A Bonds, the "Prior Bonds");

WHEREAS, the Trustee is successor trustee with respect to the Prior Bonds;

WHEREAS, Section 34177.5 of the Law authorizes the Successor Agency to undertake proceedings for the refunding of outstanding bonds and other obligations of the Former Agency, subject to the conditions precedent contained in said Section 34177.5;

WHEREAS, Assembly Bill X1 26, effective June 29, 2011, together with AB 1484, effective June 27, 2012 ("AB 1484"), resulted in the dissolution of the Former Agency as of September 1, 2012, and the vesting in the Successor Agency of all of the authority, rights, powers, duties and obligations of the Former Agency;

WHEREAS, AB 1484, among other things, authorizes the Successor Agency to issue bonds pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the "Refunding Law") for the purpose of achieving debt service savings within the parameters set forth said Section 34177.5;

WHEREAS, the Successor Agency has determined that it will achieve debt service savings within such parameters by the issuance pursuant to the Law and the Refunding Law of its \$[Bond Amount]. aggregate principal amount of Successor Agency to the Palm Springs Community Redevelopment Agency 2014 Subordinate Tax Allocation Refunding Bonds (the "Bonds") to provide funds to refund the Prior Bonds;

WHEREAS, debt service on the Bonds will be payable on a basis subordinate to certain outstanding bonds issued by the Former Agency, namely its Community Redevelopment Agency of the City of Palm Springs Merged Project No. 1 Tax Allocation Bonds, 2007 Series A issued in the initial principal amount of \$12,770,000 (the "2007A Bonds"), its Community Redevelopment Agency of the City of Palm Springs Merged Project No. 1 Taxable Tax Allocation Bonds, 2007 Series B issued in the initial principal amount of \$1,910,000 (the "2007B Bonds") and its Community Redevelopment Agency of the City of Palm Springs Merged Project No. 2 Taxable Tax Allocation Bonds, Series 2007 C issued in the initial principal amount of \$6,495,000 (the "2007C Bonds" and, together with the 2007A bonds and the 2007B Bonds, the "Senior Obligations");

WHEREAS, in order to provide for the authentication and delivery of the Bonds, to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure the payment of the principal thereof and interest and redemption premium (if any) thereon, the Successor Agency and the Trustee have duly authorized the execution and delivery of this Indenture; and

WHEREAS, all acts and proceedings required by law necessary to make the Bonds when executed by the Successor Agency, and authenticated and delivered by the Trustee, the valid, binding and legal special obligations of the Successor Agency, and to constitute this Indenture a legal, valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done or taken;

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

ARTICLE I

DETERMINATIONS; DEFINITIONS

Section 1.01. Findings and Determinations. The Successor Agency has reviewed all proceedings heretofore taken and has found, as a result of such review, and hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Successor Agency is now duly empowered, pursuant to each and every requirement of law, to issue the Bonds in the manner and form provided in this Indenture.

Section 1.02. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.02 shall, for all purposes of this Indenture, of any Supplemental Indenture, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified.

"Annual Debt Service" means, for each Bond Year, the sum of (a) the interest payable on the Outstanding Bonds in such Bond Year, and (b) the principal amount of the Outstanding Bonds payable by their terms in such Bond Year,

"Bond" or "Bonds" means the Successor Agency to the Palm Springs Community Redevelopment Agency 2014 Subordinate Tax Allocation Refunding Bonds.

"Bond Counsel" means (a) Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys appointed by or acceptable to the Successor Agency, of nationally-recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes under the Code.

"Bond Proceeds Fund" means the fund by that name established and held by the Trustee pursuant to Section 3.03.

"Bond Year" means, any twelve-month period beginning on September 2 in any year and ending on the next succeeding September 1, both dates inclusive, except that the first Bond Year shall begin on the Closing Date, and end on September 1, 2014.

"Business Day" means a day of the year on which banks in San Francisco, California, or the city where the Principal Corporate Trust Office is located are not required or permitted to be closed and on which the New York Stock Exchange is not closed.

"Chairman" means the Mayor of the City or other duly appointed officer of the Successor Agency authorized by the Successor Agency by resolution to perform the functions of the Chairman in the event of the Chairman's absence or disqualification.

"City" means the City of Palm Springs, California, a municipal corporation and charter city duly organized and existing under the Constitution and laws of the State.

"Closing Date" means the date on which the Bonds are delivered by the Successor Agency to the original purchaser thereof.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to

obligations issued on the date of issuance of the Bonds, together with applicable, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate executed by the Successor Agency dated as of the Closing Date, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the Successor Agency relating to the authorization, issuance, sale and delivery of the Bonds, including but not limited to City and Successor Agency administrative staff costs, printing expenses, bond insurance and surety bond premiums, rating agency fees, filing and recording fees, initial fees and charges and first annual administrative fee of the Trustee and fees and expenses of its counsel, fees, charges and disbursements of attorneys, financial preparators, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Bonds and any other cost, charge or fee in connection with the original issuance of the Bonds.

"Costs of Issuance Account" means the account by that name within the Bond Proceeds Fund established and held by the Trustee pursuant to Section 3.03.

"County" means the County of Riverside, a county duly organized and existing under the Constitution and laws of the State.

"Debt Service Fund" means the fund by that name established and held by the Trustee pursuant to Section 4.03.

"Defeasance Obligations" means (i) cash, (ii) Federal Securities and (iii) Permitted Investments listed under subsection (b) of the definition thereof excluding Permitted Investments listed under (b) (iv) and (b) (vi).

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.11.

"Depository System Participant" means any participant in the Depository's book-entry system.

"Dissolution Act" means Part 1.85 (commencing with Section 34170) of Division 24 of the California Health and Safety Code.

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

"Event of Default" means any of the events described in Section 8.01.

"Federal Securities" means any direct, noncallable general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America and CATS and TGRS), or obligations the payment of principal of and interest on which are unconditionally guaranteed by the United States of America.

"Fiscal Year" means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve month period selected and designated by the Successor Agency to the Trustee in writing as its official fiscal year period.

"Former Agency" means the Redevelopment Agency of the City of Palm Springs, a public body corporate and politic duly organized and existing under the Law and dissolved in accordance with the Dissolution Act.

"Indenture" means this Indenture of Trust by and between the Successor Agency and the Trustee, as originally entered into or as it may be amended or supplemented by any Supplemental Indenture entered into pursuant to the provisions hereof.

"Independent Accountant" means any accountant or firm of such accountants duly licensed or registered or entitled to practice as such under the laws of the State, appointed by the Successor Agency, and who, or each of whom:

(a) is in fact independent and not under domination of the Successor Agency;

(b) does not have any substantial interest, direct or indirect, with the Successor Agency; and

(c) is not connected with the Successor Agency as an officer or employee of the Successor Agency, but who may be regularly retained to make reports to the Successor Agency.

"Independent Redevelopment Consultant" means any consultant or firm of such consultants appointed by the Successor Agency, and who, or each of whom:

(a) is judged by the Successor Agency to have experience in matters relating to the collection of Tax Revenues or otherwise with respect to the financing of redevelopment projects;

(b) is in fact independent and not under domination of the Successor Agency;

(c) does not have any substantial interest, direct or indirect, with the Successor Agency; and

(d) is not connected with the Successor Agency as an officer or employee of the Successor Agency, but who may be regularly retained to make reports to the Successor Agency.

"Information Services" means "EMMA" or the "Electronic Municipal Market Access" system of the Municipal Securities Rulemaking Board; or, in accordance with then-current guidelines of the Securities and Exchange Commission, such other services providing information with respect to called bonds as the Successor Agency may designate in a Certificate of the Authority delivered to the Trustee.

"Interest Account" means the account by that name established and held by the Trustee pursuant to Section 4.03(a).

"Interest Payment Date" means September 1, 2014, and March 1 and September 1 in each year thereafter so long as any of the Bonds remain Outstanding hereunder.

"Law" means the Redevelopment Law, together with the Dissolution Act, and the acts amendatory thereof and supplemental thereto.

"Maximum Annual Debt Service" means, as of the date of calculation, the largest Annual Debt Service for the current or any future Bond Year as certified in writing by the Successor Agency to the Trustee.

"Nominee" means (a) initially, Cede & Co., as nominee of DTC, and (b) any other nominee of the Depository designated pursuant to Section 2.11(a).

"Notice of Insufficiency" means the report described in Health and Safety Code Section 34183(b) of the Dissolution Act.

"Outstanding" when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 9.05) all Bonds except:

(a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the Successor Agency pursuant hereto.

"Oversight Board" means the Oversight Board of the Successor Agency to the Palm Springs Community Redevelopment Agency duly constituted from time to time pursuant to Section 34179 of the California Health and Safety Code.

"Owner" or "Bondowner" means, with respect to any Bond, the person in whose name the ownership of such Bond shall be registered on the Registration Books.

"Parity Debt" means any loan, bonds, notes, advances or indebtedness payable from Tax Revenues on a parity with the Bonds as authorized by the provisions of Section 5.02.

"Parity Debt Instrument" means any resolution, indenture of trust, loan agreement, trust agreement or other instrument authorizing the issuance of any Parity Debt, including, without limitation, a Supplemental Indenture authorized by Section 7.01(e).

"Participating Underwriter" has the meaning ascribed thereto in the Continuing Disclosure Certificate.

"Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein:

(a) Federal Securities;

(b) 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) obligations of the Federal Financing Bank; (iv) debentures of the Federal Housing Administration; (v) participation certificates of the General Services Administration; (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; (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;

(c) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself): (i) senior debt obligations of the Federal Home Loan Bank System; (ii) participation certificates and senior debt obligations of the Federal Home Loan Mortgage Corporation; (iii) mortgaged-backed securities and senior debt obligations of the Federal National Mortgage Association (excluding stripped mortgage securities which are valued greater than par on the portion of unpaid principal); (iv) senior debt obligations of the Student Loan Marketing Association; (v) obligations (but only the interest component of stripped obligations) of the Resolution Funding Corporation; and (vi) consolidated system wide bonds and notes of the Farm Credit System;

(d) money market funds (including funds of the Trustee or its affiliates) registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of "AAAm-G", "AAAm", or "AAm", including funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services;

(e) certificates of deposit secured at all times by collateral described in (a) or (b) above, which have a maturity of one year or less, which are issued by commercial banks, including affiliates of the Trustee, savings and loan associations or mutual savings banks, and such collateral must be held by a third party, and the Trustee on behalf of the Bond Owners must have a perfected first security interest in such collateral;

(f) certificates of deposit, savings accounts, deposit accounts or money market deposits (including those of the Trustee and its affiliates) which are fully insured by the Federal Deposit Insurance Corporation;

(g) investment agreements, including guaranteed investment contracts, which, are general obligations of an entity whose long term debt obligations, or claims paying ability, respectively, which are rated in one of the two highest rating categories by S&P or which are collateralized so as to be rated in one of the two highest rating categories by S&P;

(h) commercial paper rated, at the time of purchase, "'A-1" or better by S&P;

(i) bonds or notes issued by any state or municipality which are rated by S&P in one of the two highest rating categories assigned by such agencies;

(j) federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of "A-1" or "A" or better by S&P;

(k) repurchase agreements for thirty (30) days or less (more than thirty (30) days which provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to the Trustee and the transfer of cash from the Trustee to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the Trustee in exchange for the securities at a specified date, which satisfy the following criteria:

(i) repurchase agreements must be between the Trustee and (A) a primary dealer on the Federal Reserve reporting dealer list which falls under the jurisdiction of the Securities Investors Protection Corporation and which are rated "A" or better by S&P, or (B) a bank rated "A" or better by S&P;

(ii) the written repurchase agreement contract must include the following: (A) securities acceptable for transfer, which may be direct U.S. government obligations, or federal agency obligations backed by the full faith and credit of the U.S. government; (B) the term of the repurchase agreement may be up to 30 days; (C) the collateral must be delivered to the Trustee or a third party acting as agent for the Trustee simultaneous with payment (perfection by possession of certificated securities); (D) the Trustee must have a perfected first priority security interest in the collateral; (E) the collateral must be free and clear of third-party liens and, in the case of a broker which falls under the jurisdiction of the Securities Investors Protection Corporation, are not subject to a repurchase agreement or a reverse repurchase agreement; (F) failure to maintain the requisite collateral percentage, after a two day restoration period, will require the Trustee to liquidate the collateral; (G) the securities must be valued weekly, marked-to-market at current market price plus accrued interest and the value of collateral must be equal to 104% of the amount of cash transferred by the Trustee to the dealer bank or securities firm under the repurchase agreement plus accrued interest (unless the securities used as collateral are obligations of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, in which case the collateral must be equal to 105% of the amount of cash transferred by the Trustee to the dealer bank or securities firm under the repurchase agreement plus accrued interest). If the value of securities held as collateral falls below 104% of the value of the cash transferred by the Trustee, then additional cash and/or acceptable securities must be transferred; and

(iii) a legal opinion must be delivered to the Trustee to the effect that the repurchase agreement meets guidelines under state law for legal investment of public funds;

(l) pre-refunded municipal bonds rated "AAA" by S&P; and

(m) the Local Agency Investment Fund of the State of California, created pursuant to Section 16429.1 of the California Government Code, to the extent the

Trustee is authorized to deposit and withdraw from such investment directly in its own name.

"Plan Limits" means the limitation contained in the redevelopment plans for the Redevelopment Project Areas on the number of dollars of taxes which may be divided and allocated to the Former Agency with respect to such Redevelopment Project Areas pursuant to such redevelopment plans, as such limitation is prescribed by Section 33333.4 of the Redevelopment Law.

"Principal Account" means the account by that name established and held by the Trustee pursuant to Section 4.03(b).

"Principal Corporate Trust Office" means such corporate trust office of the Trustee as may be designated from time to time by written notice from the Trustee to the Successor Agency.

"Prior Tax Revenues" means all taxes pledged and annually allocated within the Plan Limits, following the Closing Date, and paid to the Former Agency with respect to the Project Areas pursuant to Article 6 of Chapter 6 (commencing with Section 33670) of the Law and Section 16 of Article XVI of the Constitution of the State, or pursuant to other applicable State laws, and as provided in the Redevelopment Plans, and all payments, subventions and reimbursements, if any, to the Agency specifically attributable to ad valorem taxes lost by reason of tax exemptions and tax rate limitations, but excluding all amounts of such taxes (if any) (i) required to be deposited in the Low and Moderate Income Housing Fund pursuant to Section 33334.3 of the Law for increasing and improving the supply of low and moderate income housing (ii) amounts payable by the State to the Agency under and pursuant to Chapter 1.5 of Part 1 of Division 4 of Title 2 (commencing with Section 16110) of the California Government Code, and (iii) amounts payable by the Agency under the Tax Sharing Agreements or pursuant to Sections 33607.5 and 33607.7 of the Law, except and to the extent that any amounts so payable are payable on a basis subordinate to the payment of the Bonds or any Parity Debt.

"Project Areas" means the Palm Springs Merged Redevelopment Project No. 1 and Palm Springs Merged Redevelopment Project No. 2 in the City of Palm Springs, California, as described in the applicable Redevelopment Plans.

"Recognized Obligation Payment Schedule" means the schedule by that name prepared before each six-month fiscal period in accordance with the requirements of Section 34177(l) of the California Health and Safety Code.

"Record Date" means, with respect to any Interest Payment Date, the close of business on the fifteenth (15th) calendar day of the month preceding such Interest Payment Date, whether or not such fifteenth (15th) calendar day is a Business Day.

"Redemption Account" means the account by that name established and held by the Trustee pursuant to Section 4.03(e).

"Redevelopment Law" means the Community Redevelopment Law, constituting Part 1 of Division 24 of the California Health and Safety Code, together with the Dissolution Act, and the acts amendatory thereof and supplemental thereto

"Redevelopment Obligation Retirement Fund" means the fund established and held by the Successor Agency pursuant to Section 34170.5(a) of the California Health and Safety Code. In the event that the Redevelopment Property Tax Trust Fund provisions of the Dissolution Act are determined by a court in a final judicial decision to be invalid and, in place of the invalid provisions, provisions of the Law or the equivalent shall become applicable to the Bonds, then the term "Redevelopment Property Tax Trust Fund" shall mean the Special Fund required to be created by the Successor Agency under Section 4.02.

"Redevelopment Property Tax Trust Fund" means the fund established pursuant to Section 34170.5(b) of the California Health and Safety Code and administered by the Riverside County Auditor–Controller.

"Redevelopment Plans" means the Redevelopment Plan for the Palm Springs Merged Redevelopment Project No. 1, approved and adopted by the City Council of the City on May 31, 2000, and the Redevelopment Plan for the Palm Springs Merged Redevelopment Project No. 2, approved and adopted by the City Council of the City on May 31, 2000, as heretofore or hereafter amended. **[Confirm?]**

"Registration Books" means the records maintained by the Trustee pursuant to Section 2.08 for the registration and transfer of ownership of the Bonds.

"Refunding Law" means Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State, and the acts amendatory thereof and supplemented thereto.

"Report" means a document in writing signed by an Independent Redevelopment Consultant and including:

(a) a statement that the person or firm making or giving such Report has read the pertinent provisions of this Indenture to which such Report relates;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the Report is based; and

(c) a statement that, in the opinion of such person or firm, sufficient examination or investigation was made as is necessary to enable said consultant to express an informed opinion with respect to the subject matter referred to in the Report.

"Reserve Account" means the account by that name established and held by the Trustee pursuant to Section 4.03(d).

"Reserve Requirement" means the lesser of (i) 10 percent of the original principal amount of the Bonds, less original discount (if any), plus original issue premium (if any), on the Bonds, (ii) 125% of the average Annual Debt Service or (iii) Maximum Annual Debt Service.

"S&P" means Standard & Poor's Ratings Services and its successors.

"Securities Depositories" means DTC and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the Successor Agency may designate in a Written Request of the Successor Agency delivered to the Trustee.

"Semiannual Period" means (a) each six-month period beginning on January 1 of any calendar year and ending on June 30 of such calendar year, and (b) each six-month period beginning on July 1 of any calendar year and ending on December 31 of such calendar year.

"Senior Obligations" means the Community Redevelopment Agency of the City of Palm Springs Merged Project No. 1 Tax Allocation Bonds, 2007 Series A issued in the initial principal amount of \$12,770,000, the Community Redevelopment Agency of the City of Palm Springs Merged Project No. 1 Taxable Tax Allocation Bonds, 2007 Series B issued in the initial principal amount of \$1,910,000 and the Community Redevelopment Agency of the City of Palm Springs Merged Project No. 2 Taxable Tax Allocation Bonds, Series 2007 C issued in the initial principal amount of \$6,495,000 and any loan, bonds, notes, advances or indebtedness payable from Tax Revenues on a basis senior to the Bonds as authorized by the provisions of Section 5.02. (if and to the extent any such obligations remains outstanding and unpaid).

"Senior Obligation Indentures" means the respective Indentures of Trust, as amended and supplemented, providing for the issuance of the Senior Obligations, and, if applicable, any supplemental indenture or other instrument providing the issuance of incurrence of any loan, bonds, notes, advances or indebtedness payable from Tax Revenues on a basis senior to the Bonds as authorized by the provisions of Section 5.02. (if and to the extent any such obligations remains outstanding and unpaid).

"Serial Bonds" means all Bonds other than Term Bonds.

"Sinking Account" means the account by that name established and held by the Trustee pursuant to Section 4.03(c).

"Special Fund" means the fund by that name established or continued by the Senior Obligation Indentures and continued by the Successor Agency pursuant to Section 4.02.

"State" means the State of California.

"Subordinate Debt" means any loan, advances or indebtedness issued or incurred by the Successor Agency, which are either: (a) payable from, but not secured by a pledge of or lien upon, the Tax Revenues, including revenue bonds and other debts and obligations scheduled for payment pursuant to Section 34183(a)(2) of the Law; or (b) secured by a pledge of or lien upon the Tax Revenues which is subordinate to the pledge of and lien upon the Tax Revenues hereunder for the security of the Bonds.

"Successor Agency" means the Successor Agency to the Palm Springs Community Redevelopment Agency, a public entity duly organized and existing under the Law. In the event that Tax Revenues shall consist of Prior Tax Revenues, the term "Successor Agency" shall mean the Former Agency or other successor to the Successor Agency.

"Supplemental Indenture" means any resolution, agreement or other instrument which has been duly adopted or entered into by the Successor Agency, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

"2001 Housing Bonds" means the Community Redevelopment Agency of the City of Palm Springs 2001 Housing Tax Allocation Bonds in the initial principal amount of \$5,805,000.

"2004A Bonds" means the Community Redevelopment Agency of the City of Palm Springs Merged Project No. 1 Tax Allocation Refunding Bonds, 2004 Series A in the initial principal amount of \$14,240,000.

"2004B Bonds" means the Community Redevelopment Agency of the City of Palm Springs Merged Project No. 2 Tax Allocation Refunding Bonds, 2004 Series B in the initial principal amount of \$9,075,000.

"Tax Revenues" means all taxes that were eligible for allocation to the Former Agency with respect to the Project Areas and are allocated to the Successor Agency pursuant to Article 6 of Chapter 6 (commencing with Section 33670) of the Law and Section 16 of Article XVI of the Constitution of the State, or pursuant to other applicable State laws and that are paid to the Successor Agency for deposit into the Redevelopment Obligation Retirement Fund. In the event that the applicable property tax revenues provisions of the Dissolution Act are determined by a court in a final judicial decision to be invalid and, in place of the invalid provisions of the Dissolution Act, provisions of the Redevelopment Law or the equivalent shall become applicable to the Bonds, then the term "Tax Revenues" shall mean the Prior Tax Revenues.

"Tax Sharing Agreements" means the agreements entered into by the Former Agency pursuant to Section 33401 of the Redevelopment Law, namely; the Agreement entitled _____ and the Agreement entitled _____, as amended from time to time.

"Term Bonds" means the Bonds maturing September 1, 20__, the Bonds maturing September 1, 20__ and any Parity Debt issued pursuant to a Supplemental Indenture pursuant to Section 7.01(e) and payable from amounts in the Sinking Account established pursuant to Section 4.03(c).

"Trustee" means The Bank of New York Mellon Trust Company, N.A., as trustee hereunder, or any successor thereto appointed as trustee hereunder in accordance with the provisions of Article VI.

"Palm Springs Community Redevelopment Project Area" means the area of the undertaking pursuant to the redevelopment plan for the Palm Springs Community Redevelopment Project, approved by Ordinance No. 1164 of the City Council of the City, adopted on June 28, 1982, together with any amendments of the redevelopment plan at any time duly authorized pursuant to the Law.

"Written Request of the Successor Agency" or "Written Certificate of the Successor Agency" means a request or certificate, in writing signed by the Executive Director, Secretary or Treasurer of the Successor Agency or by any other officer of the Successor Agency duly authorized by the Successor Agency for that purpose.

Section 1.03. Rules of Construction. 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.

ARTICLE II

AUTHORIZATION AND TERMS

Section 2.01. Authorization of Bonds. Bonds in the aggregate principal amount of _____ Million _____ Thousand Dollars (\$[Bond Amount]) are hereby authorized to be issued by the Successor Agency under and subject to the terms of this Indenture, the Law and the Refunding Law. This Indenture constitutes a continuing agreement with the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal and redemption premiums (if any) and the interest on all Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. The Bonds shall be designated the "Successor Agency to the Palm Springs Community Redevelopment Agency 2014 Subordinate Tax Allocation Refunding Bonds (Redevelopment Projects)".

Section 2.02. Terms of Bonds. The Bonds shall be dated as of the Closing Date, and shall be issued in fully registered form without coupons in the denomination of \$5,000 or any integral multiple thereof. The Bonds shall mature and shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) at the rate per annum as follows:

Maturity Date (September 1)	Principal Amount	Interest Rate Per Annum
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[To Come]

Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) shall be payable on each Interest Payment Date to the person whose name appears on the Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check of the Trustee mailed by first class mail, postage prepaid, on the Interest Payment Date, to such Owner at the address of such Owner as it appears on the Registration Books as of such Record Date; provided however, that payment of interest may be by wire transfer to an account in the United States of America to any registered owner of Bonds in the aggregate principal amount of \$1,000,000 or more who shall furnish written wire instructions to the Trustee prior to the applicable Record Date. Principal of and redemption premium (if any) on any Bond shall be paid upon presentation and surrender thereof, at maturity, at the Principal Corporate Trust Office of the Trustee. Both the principal of and interest and premium (if any) on the Bonds shall be payable in lawful money of the United States of America.

Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) a Bond is authenticated on or before the first Record Date, in which event it shall bear interest from the Closing Date; *provided, however,* that if, as of the date of authentication of any Bond, interest thereon is in default, such Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Section 2.03. Redemption of Bonds.

(a) Optional Redemption. The Bonds maturing on or before September 1, 20__ are not subject to optional redemption prior to maturity. The Bonds maturing on and after September 1, 20__, are subject to redemption, at the option of the Successor Agency on any date on or after September 1, 20__, as a whole or in part, by such maturities as shall be determined by the Successor Agency, and by lot within a maturity, from any available source of funds, at a redemption price equal to the principal amount of the Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

The Successor Agency shall be required to give the Trustee written notice of its intention to redeem Bonds under this subsection (a) with a designation of the principal amount and maturities to be redeemed at least sixty (60) days prior to the date fixed for such redemption (or such late date as is acceptable to the Trustee, and shall transfer to the Trustee for deposit in the Debt Service Fund all amounts required for such redemption at least five (5) Business Days prior to the date fixed for such redemption.

(b) Sinking Account Redemption.

(i) The Term Bonds maturing September 1, 20__, shall also be subject to mandatory redemption in part by lot on March 1, and on September 1 in each year commencing March 1, 20__, to and including September 1, 20__, from Sinking Account payments made by the Successor Agency pursuant to Section 4.03(c) at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium, or in lieu thereof shall be purchased in whole or in part pursuant to the last paragraph of this subsection (b), in the aggregate respective principal amounts and on the respective dates as set forth in the following table; *provided, however,* that if some but not all of the Bonds have been redeemed pursuant to subsection (a) above, the total amount of all future Sinking Account payments shall be reduced by the aggregate principal amount of Bonds so redeemed, to be allocated among the Sinking Account payments as are thereafter payable on a pro rata basis in integral multiples of \$5,000 as determined by the Successor Agency (notice of which determination shall be given by the Successor Agency to the Trustee).

Bonds Maturing September 1, 20__

Sinking Account Redemption Date	Principal Amount To Be Redeemed or Purchased
(_____)	

(ii) The Term Bonds maturing September 1, 20__, shall also be subject to mandatory redemption in part by lot March 1, and on September 1 in each year commencing March 1, 20__, to and including September 1, 20__, from Sinking Account payments made by the Successor Agency pursuant to Section 4.03(c) at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium, or in lieu thereof shall be purchased in whole or in part pursuant to the last paragraph of this subsection (b), in the

aggregate respective principal amounts and on the respective dates as set forth in the following table; *provided, however*, that if some but not all of the Bonds have been redeemed pursuant to subsection (a) above, the total amount of all future Sinking Account payments shall be reduced by the aggregate principal amount of Bonds so redeemed, to be allocated among the Sinking Account payments as are thereafter payable on a pro rata basis in integral multiples of \$5,000 as determined by the Successor Agency (notice of which determination shall be given by the Successor Agency to the Trustee).

Bonds Maturing September 1, 20__

Sinking Account Redemption Date (_____) 1	Principal Amount To Be Redeemed or Purchased
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In lieu of redemption of Term Bonds pursuant to this subsection (b), amounts on deposit as Sinking Account payments may also be used and withdrawn by the Trustee, at the written direction of the Successor Agency, at any time for the purchase of Term Bonds otherwise required to be redeemed on the following September 1 at public or private sale as and when and at such prices (including brokerage and other charges and including accrued interest) as the Successor Agency may in its discretion determine. The par amount of any of the Term Bonds so purchased by the Successor Agency and surrendered to the Trustee for cancellation in any twelve-month period ending on January 1 or July 1 in any year shall be credited towards and shall reduce the par amount of the Term Bonds otherwise required to be redeemed on the following March 1 or September 1, as applicable, pursuant to this subsection (b).

(c) Notice of Redemption. The Trustee on behalf and at the expense of the Successor Agency shall mail (by first class mail, postage prepaid) notice of any redemption at least thirty (30) but not more than sixty (60) days prior to the redemption date, to (i) to the Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books, and (ii) the Securities Depositories and to the Information Services; but such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. Such notice shall state the redemption date and the redemption price, shall state that such redemption is conditioned upon the timely delivery of the redemption price by the Successor Agency to the Trustee for deposit in the Redemption Account, shall designate the CUSIP number of the Bonds to be redeemed, shall state the individual number of each Bond to be redeemed or shall state that all Bonds between two stated numbers (both inclusive) or all of the Bonds Outstanding are to be redeemed, and shall require that such Bonds be then surrendered at the Principal Corporate Trust Office of the Trustee for redemption at the redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

The Successor Agency has the right to rescind any notice of the optional redemption of Bonds by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for

redemption, and such cancellation shall not constitute an Event of Default. The Successor Agency and the Trustee have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

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

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

(f) Manner of Redemption. Whenever any Bonds or portions thereof are to be selected for redemption by lot, the Trustee shall make such selection, in such manner as the Trustee shall deem appropriate, and shall notify the Successor Agency thereof to the extent Bonds are no longer held in book-entry form. In the event of redemption by lot of Bonds, the Trustee shall assign to each Bond then Outstanding a distinctive number for each \$5,000 of the principal amount of each such Bond. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected, but only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. All Bonds redeemed or purchased pursuant to this Section 2.03 shall be cancelled and destroyed.

Section 2.04. Form of Bonds. The Bonds, the form of Trustee's Certificate of Authentication, and the form of Assignment to appear thereon, shall be substantially in the form set forth in Exhibit A, which is attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

Section 2.05. Execution of Bonds. The Bonds shall be executed on behalf of the Successor Agency by the signature of its Executive Director and the signature of its Secretary who are in office on the date of execution and delivery of this Indenture or at any time thereafter. Either or both of such signatures may be made manually or may be affixed by facsimile thereof. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the purchaser. Any Bond may be signed and attested on behalf of the Successor Agency by such persons as at the actual date of the execution of such Bond shall be the proper officers of the Successor Agency although on

the date of such Bond any such person shall not have been such officer of the Successor Agency.

Only such of the Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore set forth, executed and dated by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such Certificate shall be conclusive evidence that such Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture. In the event temporary Bonds are issued pursuant to Section 2.09 hereof, the temporary Bonds may bear thereon a Certificate of Authentication executed and dated by the Trustee, may be initially registered by the Trustee, and, until so exchanged as provided under Section 2.09 hereof, the temporary Bonds shall be entitled to the same benefits pursuant to this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.06. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Bond to the Trustee at its Principal Corporate Trust Office 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 shall be surrendered for registration of transfer, the Successor Agency shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds, of like series, interest rate, maturity and principal amount of authorized denomination. The Trustee shall collect from the Owner any tax or other governmental charge on the transfer of any Bonds pursuant to this Section 2.06. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer shall be paid by the Successor Agency.

The Trustee may refuse to transfer, under the provisions of this Section 2.06, either (a) any Bonds during the period fifteen (15) days prior to the date established by the Trustee for the selection of Bonds for redemption, or (b) any Bonds selected by the Trustee for redemption.

Section 2.07. Exchange of Bonds. Bonds may be exchanged at the Principal Corporate Trust Office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations of the same series, interest rate and maturity. The Trustee shall collect any tax or other governmental charge on the exchange of any Bonds pursuant to this Section 2.07. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange shall be paid by the Successor Agency.

The Trustee may refuse to transfer, under the provisions of this Section 2.07, either (a) any Bonds during the period fifteen (15) days prior to the date established by the Trustee for the selection of Bonds for redemption, or (b) any Bonds selected by the Trustee for redemption.

Section 2.08. Registration of Bonds. The Trustee will keep or cause to be kept, at its Principal Corporate Trust Office, sufficient records for the registration and registration of transfer of the Bonds, which shall at all times during normal business hours be open to inspection by the Successor Agency, upon reasonable prior notice to the Trustee; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books Bonds as hereinbefore provided.

Section 2.09. 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, shall be of such denominations as may be determined by the Successor Agency, and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Successor Agency upon the same conditions and in substantially the same manner as the definitive Bonds. If the Successor Agency issues temporary Bonds, it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange therefor at the Trust Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations, interest rates and like maturities. Until so exchanged, the temporary Bonds shall be entitled to the same benefits pursuant to this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.10. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Successor Agency, at the expense of the Owner of such Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and amount 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 shall be canceled by it. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Successor Agency and the Trustee and, if such evidence be satisfactory to both and indemnity satisfactory to them shall be given, the Successor Agency, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond has matured or has been called for redemption, instead of issuing a substitute Bond, the Trustee may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Trustee and the Successor Agency). The Successor Agency may require payment by the Owner of a sum not exceeding the actual cost of preparing each new Bond issued under this Section 2.10 and of the expenses which may be incurred by the Successor Agency and the Trustee in the premises. Any Bond issued under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the Successor Agency whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds issued pursuant to this Indenture.

Section 2.11. Book-Entry System.

(a) Original Delivery. The Bonds shall be initially delivered in the form of a separate single fully registered Bond without coupons (which may be typewritten) for each maturity of the Bonds. Upon initial delivery, the ownership of each such Bond shall be registered on the Registration Books in the name of the Nominee. Except as provided in subsection (c), the ownership of all of the Outstanding Bonds shall be registered in the name of the Nominee on the Registration Books.

With respect to Bonds the ownership of which shall be registered in the name of the Nominee, neither the Successor Agency nor the Trustee shall have any responsibility or obligation to any Depository System Participant or to any person on behalf of which the Depository System Participant holds an interest in the Bonds. Without limiting the generality of the immediately preceding sentence, neither the Successor Agency nor the Trustee shall have any responsibility or obligation with respect to (i) the accuracy of the records of the Depository,

the Nominee or any Depository System Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository System Participant or any other person, other than a Bond Owner as shown in the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the Successor Agency elects to redeem the Bonds in part, (iv) the payment to any Depository System Participant or any other person, other than a Bond Owner as shown in the Registration Books, of any amount with respect to principal, premium, if any, or interest on the Bonds or (v) any consent given or other action taken by the Depository as Owner of the Bonds. The Successor Agency and the Trustee may treat and consider the person in whose name each Bond is registered as the absolute owner of such Bond for the purpose of payment of principal, premium and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers of ownership of such Bond, and for all other purposes whatsoever. The Trustee shall pay the principal of and interest and premium, if any, on the Bonds only to the respective Owners or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to payment of principal of and interest and premium, if any, on the Bonds to the extent of the sum or sums so paid. No person other than a Bond Owner shall receive a Bond evidencing the obligation of the Successor Agency to make payments of principal, interest and premium, if any, pursuant to this Indenture. Upon delivery by the Depository to the Nominee of written notice to the effect that the Depository has determined to substitute a new nominee in its place, and subject to the provisions herein with respect to Record Dates, such new nominee shall become the Nominee hereunder for all purposes; and upon receipt of such a notice the Successor Agency shall promptly deliver a copy of the same to the Trustee.

(b) Representation Letter. In order to qualify the Bonds for the Depository's book-entry system, the Successor Agency and the Trustee shall execute and deliver to such Depository a letter representing such matters as shall be necessary to so qualify the Bonds. The execution and delivery of such letter shall not in any way limit the provisions of subsection (a) above or in any other way impose upon the Successor Agency or the Trustee any obligation whatsoever with respect to persons having interests in the Bonds other than the Bond Owners. The Trustee agrees to comply with all provisions in such letter with respect to the giving of notices thereunder by the Trustee. In addition to the execution and delivery of such letter, upon written request of the Depository or the Trustee, the Successor Agency may take any other actions, not inconsistent with this Indenture, to qualify the Bonds for the Depository's book-entry program.

(c) Transfers Outside Book-Entry System. In the event that either (i) the Depository determines not to continue to act as Depository for the Bonds, or (ii) the Successor Agency determines to terminate the Depository as such, then the Successor Agency shall thereupon discontinue the book-entry system with such Depository. In such event, the Depository shall cooperate with the Successor Agency and the Trustee in the issuance of replacement Bonds by providing the Trustee with a list showing the interests of the Depository System Participants in the Bonds, and by surrendering the Bonds, registered in the name of the Nominee, to the Trustee on or before the date such replacement Bonds are to be issued. The Depository, by accepting delivery of the Bonds, agrees to be bound by the provisions of this subsection (c). If, prior to the termination of the Depository acting as such, the Successor Agency fails to identify another Securities Depository to replace the Depository, then the Bonds shall no longer be required to be registered in the Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Article II. Prior to its termination, the

Depository shall furnish the Trustee with the names and addresses of the Depository System Participants and respective ownership interests thereof.

(d) Payments 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 with respect to principal of and interest and premium (if any) on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the letter described in subsection (b) of this Section or as otherwise instructed by the Depository.

ARTICLE III

DEPOSIT AND APPLICATION OF PROCEEDS OF BONDS

Section 3.01. Issuance of Bonds. Upon the execution and delivery of this Indenture, the Successor Agency shall execute and deliver to the Trustee Bonds in the aggregate principal amount of _____ Million _____ Thousand Dollars (\$[Bond Amount]) and the Trustee shall authenticate and deliver the Bonds upon the Written Request of the Successor Agency.

Section 3.02. Application of Proceeds of Sale and Certain Other Amounts. On the Closing Date the proceeds of sale of the Bonds shall be paid to the Trustee in the amount of \$ _____ (being the aggregate principal amount of the Bonds, plus an original issue premium in the amount of \$ _____, and less an underwriter's discount in the amount of \$ _____) and shall be applied as follows:

(a) The Trustee shall deposit the amount of \$ _____ in the Costs of Issuance Account.

(b) The Trustee shall deposit the amount of \$ _____ in the Reserve Account, being the amount of the Reserve Requirement.

(c) The Trustee shall deposit the remaining amount of proceeds of the Bonds in the Bond Proceeds Fund (established by Section 3.03 hereof) and transfer amounts as follows:

(i) The amount of \$ _____ to The Bank of New York Mellon Trust Company, N.A., as escrow bank (the "Escrow Bank"), for application to the refunding of the 2001 Housing Bonds in accordance with the 2001 Housing Bonds Escrow Deposit and Trust Agreement, dated as of May 1, 2014, by and between the Successor Agency and the Escrow Bank;

(ii) The amount of \$ _____ to The Bank of New York Mellon Trust Company, N.A., as escrow bank (the "Escrow Bank"), for application to the refunding of the 2001 Housing Bonds in accordance with the 2001 Housing Bonds Escrow Deposit and Trust Agreement, dated as of May 1, 2014, by and between the Successor Agency and the Escrow Bank; and

(iii) The amount of \$ _____ to The Bank of New York Mellon Trust Company, N.A., as escrow bank (the "Escrow Bank"), for application to the refunding of the 2001 Housing Bonds in accordance with the 2001 Housing Bonds Escrow Deposit and Trust Agreement, dated as of May 1, 2014, by and between the Successor Agency and the Escrow Bank.

Section 3.03. Bond Proceeds Fund; Costs of Issuance Account. There is hereby established a separate fund to be known as the "Bond Proceeds Fund", which shall be held by the Trustee in trust, and within such Fund there shall be established a separate Costs of Issuance Account. The moneys in the Costs of Issuance Account shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance upon submission of a Written Request of the Successor Agency stating the person to whom payment is to be made, the

amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. On the date which is six (6) months following the Closing Date, or upon the earlier Written Request of the Successor Agency, all amounts (if any) remaining in the Costs of Issuance Account shall be withdrawn therefrom by the Trustee and transferred to the Interest Account of the Debt Service Fund and the Trustee shall close the Costs of Issuance Account.

ARTICLE IV

SECURITY OF BONDS; FLOW OF FUNDS

Section 4.01. Security of Bonds; Equal Security. Except as provided in Section 6.06, the Bonds and any Parity Debt shall be equally secured by a pledge of, security interest in and lien on all of the Tax Revenues, including all of the Tax Revenues in the Redevelopment Obligation Retirement Fund or in the Special Fund (if applicable), subject, however, to the prior pledge, security interest and lien on Tax Revenues securing payment of debt service on the Senior Obligations, and a first and exclusive pledge of, security interest in and lien upon all of the moneys in the Debt Service Fund, the Interest Account, the Principal Account, the Sinking Account and the Redemption Account, without preference or priority for series, issue, number, dated date, sale date, date of execution or date of delivery. The Bonds and all Parity Debt shall be additionally secured by a first and exclusive pledge of, security interest in and lien upon all of the moneys in the Reserve Account established by Section 4.03(d). The Bonds shall be also equally secured by the pledge and lien created with respect to the Bonds by Section 34177.5(g) of the Law on moneys deposited from time to time in the Redevelopment Property Tax Trust Fund. Except for the Tax Revenues and such moneys, no funds or properties of the Successor Agency shall be pledged to, or otherwise liable for, the payment of principal of or interest on the Bonds.

In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, this Indenture shall be deemed to be and shall constitute a contract between the Successor Agency and the Owners from time to time of the Bonds, and the covenants and agreements herein set forth to be performed on behalf of the Successor Agency shall be for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number or date thereof or the time of sale, execution and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

Section 4.02. Redevelopment Obligation Retirement Fund; Deposit of Tax Revenues. The Successor Agency has heretofore established the Redevelopment Obligation Retirement Fund pursuant to Section 34170.5(a) of the Law which the Successor Agency shall continue to hold and maintain so long as any of the Bonds are Outstanding. Because the Dissolution Act requires that all Tax Revenues be deposited by the Successor Agency in the Redevelopment Obligation Retirement Fund, the Redevelopment Obligation Retirement Fund shall be deemed to be the Special Fund (as defined in the Senior Obligation Indentures) established and continued by the Former Agency pursuant to the Senior Obligation Indentures.

The Successor Agency shall deposit all of the Tax Revenues received with respect to any Semiannual Period into the Redevelopment Obligation Retirement Fund promptly upon receipt thereof by the Successor Agency. All Tax Revenues received by the Successor Agency in excess of the amount required to pay debt service on the Senior Obligations and to pay debt service on the Bonds and any Parity Debt and except as may be provided to the contrary in any Senior Obligation Indenture or Parity Debt Instrument, shall be released from the pledge and lien hereunder and shall be applied in accordance with the Law, including but not limited to the payment of debt service on any Subordinate Debt. Prior to the payment in full of the principal of and interest and redemption premium (if any) on the Bonds and the payment in full of all other amounts payable hereunder and under any Supplemental Indentures, the Successor Agency shall not have any beneficial right or interest in the moneys on deposit in the Redevelopment

Obligation Retirement Fund, except as may be provided in this Indenture and in any Supplemental Indenture.

In the event that the Redevelopment Property Tax Trust Fund provisions of the Dissolution Act are determined by a court in a final judicial decision to be invalid and, in place of the invalid provisions, provisions of the Law or the equivalent shall become applicable to the Bonds, then the Successor Agency shall, nevertheless, continue the Special Fund. Thereafter, until all the Bonds have been fully paid or discharged, the Successor Agency shall deposit Tax Revenues in the Special Fund and shall transfer such Tax Revenues to the Trustee pursuant to Section 4.03.

Section 4.03. Deposit of Amounts by Trustee. There is hereby established a trust fund to be known as the Debt Service Fund, which shall be held by the Trustee hereunder in trust. After providing for the Senior Obligations in accordance with the Senior Obligation Indentures and concurrently with transfers with respect to Parity Debt pursuant to Parity Debt Instruments, moneys in the Redevelopment Obligation Retirement Fund shall be transferred by the Successor Agency to the Trustee in the following amounts, at the following times, and deposited by the Trustee in the following respective special accounts, which are hereby established in the Debt Service Fund, and in the following order of priority:

(a) Interest Account. On or before the fourth (4th) Business Day preceding each Interest Payment Date, the Successor Agency shall withdraw from the Redevelopment Obligation Retirement Fund and transfer to the Trustee, for deposit in the Interest Account an amount which when added to the amount contained in the Interest Account on that date, will be equal to the aggregate amount of the interest becoming due and payable on the Outstanding Bonds and any Parity Debt on such Interest Payment Date. No such transfer and deposit need be made to the Interest Account if the amount contained therein is at least equal to the interest to become due on the next succeeding Interest Payment Date upon all of the Outstanding Bonds and any Parity Debt. All moneys in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds and any Parity Debt as it shall become due and payable.

(b) Principal Account. On or before the fourth (4th) Business Day preceding March 1 and September 1 in each year beginning September 1, 2014, the Successor Agency shall withdraw from the Redevelopment Obligation Retirement Fund and transfer to the Trustee for deposit in the Principal Account an amount which, when added to the amount then contained in the Principal Account, will be equal to the principal becoming due and payable on the Outstanding Bonds and any Parity Debt on the next March 1 or September 1, as applicable, or, if principal is due and payable only on September 1 of such year, then the Successor Agency shall transfer to the Trustee on or before March 1 of such year fifty percent (50%) of the principal amount due on the following September 1 and shall transfer on or before September 1 of such year the remaining fifty percent (50%) of the principal amount due on September 1 of such year. No such transfer and deposit need be made to the Principal Account if the amount contained therein is at least equal to the principal to become due on the next March 1 or September 1, as applicable, on all of the Outstanding Bonds and any Parity Debt. All moneys in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Bonds and any Parity Debt as it shall become due and payable.

(c) Sinking Account. No later than the fourth (4th) Business Day preceding each March 1 or September 1, as applicable, on which any Outstanding Term Bonds are subject to mandatory redemption or otherwise for purchase pursuant to the provisions of a Supplemental Indenture, the Successor Agency shall withdraw from the Redevelopment Obligation Retirement Fund and transfer to the Trustee for deposit in the Sinking Account an amount which, when added to the amount then contained in the Sinking Account, will be equal to the aggregate principal amount of the Term Bonds required to be redeemed on such March 1 or September 1, as applicable, pursuant to Section 2.03(b). All moneys on deposit in the Sinking Account shall be used and withdrawn by the Trustee for the sole purpose of paying the principal of the Term Bonds as it shall become due and payable upon redemption or purchase pursuant to Section 2.03(b). The Trustee shall be under no obligation to establish the Sinking Account unless and until the Successor Agency shall issue Additional Bonds with a Term Bond component.

(d) Reserve Account. There is hereby established in the Debt Service Fund a separate fund and account known as the "Reserve Account" solely as security for payments payable by the Successor Agency pursuant to this Section 4.03 and pursuant to any other Parity Debt Instrument, which shall be held by the Trustee in trust for the benefit of the Owners of the Bonds and any Parity Debt. In the event that the amount on deposit in the Reserve Account at any time because of a draw thereon becomes less than the Reserve Requirement, the Trustee shall promptly notify the Successor Agency of such fact. Upon receipt of any such notice and as promptly as is permitted by the Law, the Successor Agency shall transfer to the Trustee an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account.

The amount on deposit in the Reserve Account shall be maintained at the Reserve Requirement at all times prior to the payment of the Bonds and any Parity Debt in full. If there shall then not be sufficient Tax Revenues to transfer an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account, the Successor Agency shall be obligated to continue making transfers as Tax Revenues become available until there is an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account. No such transfer and deposit need be made to the Reserve Account so long as there shall be on deposit therein a sum at least equal to the Reserve Requirement. All money in the Reserve Account shall be used and withdrawn by the Trustee solely for the purpose of making transfers pursuant any Parity Debt Instrument and to the Interest Account, the Principal Account and the Sinking Account, in the event of any deficiency at any time in any of such accounts or for the retirement of all the Bonds then Outstanding, except that so long as the Successor Agency is not in default hereunder or under any Parity Debt Instrument, any amount in the Reserve Account in excess of the Reserve Requirement shall be withdrawn from the Reserve Account semiannually on or before two (2) Business Days preceding each March 1 and September 1 by the Trustee and deposited in the Interest Account or be applied pro rata in accordance with any applicable provision of a Parity Debt Instrument. All amounts in the Reserve Account on the Business Day preceding the final Interest Payment Date shall be withdrawn from the Reserve Account and shall be transferred to the Interest Account and the Principal Account, in such order, to the extent required to make the deposits then required to be made pursuant to this Section 4.03 or shall be applied pro rata as required by any Parity Debt Instrument, as applicable.

(e) Redemption Account. On or before the Business Day preceding any date on which Bonds are to be redeemed pursuant to Section 2.03(a), the Trustee shall withdraw from the Debt Service Fund any amount transferred by the Successor Agency pursuant to Section 2.03(a) for deposit in the Redemption Account, such amount being the amount required to pay the principal of and premium, if any, on the Bonds to be redeemed on such date pursuant to Section 2.03(a). All moneys in the Redemption Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and premium, if any, on the Bonds to be redeemed pursuant to Section 2.03(a) on the date set for such redemption. Interest due on Bonds to be redeemed on the date set for redemption shall, if applicable, be paid from funds available therefor in the Interest Account.

ARTICLE V

OTHER COVENANTS OF THE SUCCESSOR AGENCY

Section 5.01. Punctual Payment. The Successor Agency shall punctually pay or cause to be paid the principal and interest to become due in respect of all the Bonds together with the premium thereon, if any, in strict conformity with the terms of the Bonds and of this Indenture. The Successor Agency shall faithfully observe and perform all of the conditions, covenants and requirements of this Indenture and all Supplemental Indentures and the Bonds. Nothing herein contained shall prevent the Successor Agency from making advances of its own moneys howsoever derived to any of the uses or purposes referred to herein.

Section 5.02. Limitation on Additional Indebtedness; Refundings. The Successor Agency hereby covenants that, so long as the Bonds are Outstanding, the Successor Agency shall not issue any bonds, notes or other obligations, enter into any agreement or otherwise incur any indebtedness, which is in any case payable from all or any part of the Tax Revenues, excepting only as provided in this Section 5.02. The Successor Agency will not otherwise encumber, pledge or place any charge or lien upon any of the Tax Revenues or other amounts pledged to the Bonds superior to the pledge and lien herein created for the benefit of the Bonds; provided, that the Successor Agency (a) may issue and sell refunding bonds as Senior Obligations payable from Tax Revenues on a basis senior to the Outstanding Bonds or as Parity Debt payable from Tax Revenues on a parity with Outstanding Bonds (as determined by the Successor Agency, in its sole discretion) to refund the 2001 Housing Bonds, the 2004A Bonds and/or the 2004B Bonds and (b) may issue and sell refunding bonds as Parity Debt payable from Tax Revenues on a parity with Outstanding Bonds to refund a portion of the Outstanding Bonds, provided further that, with respect to any such refunding (i) annual debt service on such Senior Obligations or Parity Debt, as applicable, is lower than annual debt service on the obligations being refunded during every year the obligations would otherwise be outstanding and (ii) the final maturity of any such Senior Obligations or Parity Debt, as applicable, does not exceed the final maturity of the obligations being refunded. Nothing herein shall prevent the Successor Agency from issuing and selling Subordinate Debt.

Section 5.03. Extension of Payment. The Successor Agency will not, directly or indirectly, extend or consent to the extension of the time for the payment of any Bond or claim for interest on any of the Bonds and will not, directly or indirectly, be a party to or approve any such arrangement by purchasing or funding the Bonds or claims for interest in any other manner. In case the maturity of any such Bond or claim for interest shall be extended or funded, whether or not with the consent of the Successor Agency, such Bond or claim for interest so extended or funded shall 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 shall not have been so extended or funded.

Section 5.04. Payment of Claims. The Successor Agency shall promptly pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the properties owned by the Successor Agency or upon the Tax Revenues or other amounts pledged to the payment of the Bonds, or any part thereof, or upon any funds in the hands of the Trustee, or which might impair the security of the Bonds. Nothing herein contained shall require the Successor Agency to make any such payment so long as the Successor Agency in good faith shall contest the validity of said claims.

Section 5.05. Books and Accounts; Financial Statements. The Successor Agency shall at all times keep, or cause to be kept, proper and current books and accounts in which accurate entries are made of the financial transactions and records of the Successor Agency. Within one hundred eighty (180) days after the close of each Fiscal Year an Independent Certified Public Accountant shall prepare an audit of the financial transactions and records of the Successor Agency for such Fiscal Year. To the extent permitted by law, such audit may be included within the annual audited financial statements of the City. The Successor Agency shall furnish a copy of such financial statements to any Owner upon reasonable request of such Owner and at the expense of such Owner. The Trustee shall have no duty to review such audits

Section 5.06. Protection of Security and Rights of Owners. The Successor Agency will preserve and protect the security of the Bonds and the rights of the Owners. From and after the Closing Date, the Bonds shall be incontestable by the Successor Agency.

Section 5.07. Payments of Taxes and Other Charges. Except as otherwise provided herein, the Successor Agency will pay and discharge, or cause to be paid and discharged, all taxes, service charges, assessments and other governmental charges which may hereafter be lawfully imposed upon the Successor Agency or the properties then owned by the Successor Agency in the Project Areas, or upon the revenues therefrom when the same shall become due. Nothing herein contained shall require the Successor Agency to make any such payment so long as the Successor Agency in good faith shall contest the validity of said taxes, assessments or charges. The Successor Agency will duly observe and conform with all valid requirements of any governmental authority relative to the Project Areas or any part thereof.

Section 5.08. Compliance with the Law; Recognized Obligation Payment Schedules. The Successor Agency shall comply with all of the requirements of the Law. Pursuant to Section 34177 of the Law, not less than 90-days prior to each January 2 and June 1, the Successor Agency shall submit to the Oversight Board and the State Department of Finance, a Recognized Obligation Payment Schedule. The Successor Agency shall take all actions required under the Law to include in the Recognized Obligation Payment Schedule for each Semiannual Period debt service on the Senior Obligations and debt service on the Bonds, so as to enable the Riverside County Auditor-Controller to distribute from the Redevelopment Property Tax Trust Fund for deposit in the Redevelopment Obligation Retirement Fund on each January 2 and June 1, as applicable, amounts required to enable the Successor Agency to pay timely principal of, and interest on, the Senior Obligations and on the Bonds coming due in the applicable Semiannual Period, as such amounts of debt service are set forth in the Recognized Obligation Debt Service Schedule attached hereto as Exhibit B and hereby made a part hereof, or as such Schedule may be hereafter amended. The Recognized Obligation Debt Service Schedule shall not be amended except by Supplemental Indenture entered into pursuant to Article VII.

The Successor Agency shall place on the applicable Recognized Obligation Payment Schedule for approval by the Oversight Board and State Department of Finance, to the extent necessary, the amounts to be held by the Successor Agency as a reserve until the next six-month period, as contemplated by paragraph (1)(A) of subdivision (d) of Section 34171 of the Law and any amount required to be deposited in the Reserve Account in order to maintain in the Reserve Account the amount of the Reserve Requirement, as required by Section 4.03(d). Notwithstanding the foregoing, the Successor Agency shall use its best efforts to include on each Recognized Obligation Payment Schedule that is payable by the Riverside County Auditor-Controller on January 2 one-half of the principal payment on the Bonds that is payable

on the following September 1 as a reserve for the principal payment payable on such September 1. **[Conform?]**

In addition, the Successor Agency covenants that it shall, on or before December 1 of each year, file a Notice of Insufficiency with the County Auditor-Controller if the amount of Tax Revenues available to the Successor Agency from the Redevelopment Property Tax Trust Fund for transfer to the Redevelopment Obligation Retirement Fund on the upcoming January 2 is insufficient to fully fund all required amounts payable from the Redevelopment Obligation Retirement Fund during the next succeeding Semiannual Period. The Successor Agency covenants that on or before May 1 of each year, it shall file a Notice of Insufficiency with the County Auditor-Controller if the amount of Tax Revenues available to the Successor Agency from the Redevelopment Property Tax Trust Fund for transfer to the Redevelopment Obligation Retirement Fund on the upcoming July 1 is insufficient to fully fund all required amounts payable from the Redevelopment Obligation Retirement Fund during the next succeeding Semiannual Period.

Section 5.09. Plan Limits. If and to the extent that the Plan Limits apply to the Successor Agency under the Law, the Successor Agency agrees that the aggregate amount of Annual Debt Service remaining to be paid on all Senior Obligations and Outstanding Bonds, including any additional Parity Debt, shall at no time exceed ninety-five percent (95%) of the aggregate amount of Tax Revenues which the Successor Agency is permitted to receive under the applicable Plan Limits. In the event that the aggregate amount of Annual Debt Service remaining to be paid on all Senior Obligations, Outstanding Bonds and any additional Parity Debt, at any time equals or exceeds ninety-five percent (95%) of the aggregate amount of Tax Revenues which the Successor Agency is permitted to receive under the applicable Plan Limits, (a) the Successor Agency shall promptly notify the Trustee of such fact in writing, (b) all Tax Revenues thereafter received by the Successor Agency (except as may be limited by the Tax Sharing Agreement) shall immediately be deposited by the Successor Agency in the Redevelopment Obligation Retirement Fund to be applied for the sole purpose of paying the principal of and interest and, if applicable, redemption premium, on the Senior Obligations, Outstanding Bonds and any additional Parity Debt upon the earlier of their scheduled payment date or the date upon which such Tax Revenues can be applied to the early redemption of the Senior Obligations, the Outstanding Bonds and any Parity Debt, as applicable, and (c) not later than September 1 of each succeeding Fiscal Year, the Successor Agency shall cause to be prepared and filed with the Trustee an accounting which shows the aggregate amount of Annual Debt Service remaining to be paid on all Senior Obligations and Outstanding Bonds, including any additional Parity Debt, and the remaining amount of Tax Revenues which the Successor Agency is permitted to receive under the Plan Limits.

Section 5.10. Dissolution Act Invalid; Maintenance of Tax Revenues. In the event that the applicable property tax revenues provisions of the Dissolution Act are determined by a court in a final judicial decision to be invalid and, in place of the invalid provisions, provisions of the Law or the equivalent become applicable to the Bonds, the Successor Agency shall comply with all requirements of the Law or the equivalent to insure the allocation and payment to it of the Tax Revenues, including without limitation the timely filing of any necessary statements of indebtedness with appropriate officials of the County of Riverside and, in the case of amounts payable by the State, appropriate officials of the State.

Section 5.11. No Arbitrage. The Successor Agency shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Bonds which, if such action had been reasonably expected to have been taken, or had been

deliberately and intentionally taken, on the date of issuance of the Bonds would have caused the Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

Section 5.12. Private Activity Bond Limitation. The Successor Agency shall assure that the proceeds of the Bonds are not so used as to cause the Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Code.

Section 5.13. Federal Guarantee Prohibition. The Successor Agency shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

Section 5.14. Rebate Requirement. The Successor Agency shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Bonds.

Section 5.15. Maintenance of Tax-Exemption. The Successor Agency shall take all actions necessary to assure the exclusion of interest on the Bonds from the gross income of the Owners of the Bonds to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Bonds.

Section 5.16. Continuing Disclosure. The Successor Agency hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure of the Successor Agency to comply with the Continuing Disclosure Certificate shall not be an Event of Default hereunder. However, any Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Successor Agency to comply with its obligations under this Section 5.16.

Section 5.17. Further Assurances. The Successor Agency will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Indenture, and for the better assuring and confirming unto the Owners of the Bonds the rights and benefits provided in this Indenture.

ARTICLE VI

THE TRUSTEE

Section 6.01. Duties, Immunities and Liabilities of Trustee.

(a) The Trustee shall, prior to the occurrence of an Event of Default, and after the curing or waiver of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants, duties or obligations shall be read into this Indenture against the Trustee. The Trustee shall, during the existence of any Event of Default (which has not been cured or waived), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

(b) The Successor Agency may remove the Trustee at any time, unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee (i) if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or (ii) if at any time the Successor Agency has knowledge that the Trustee shall cease to be eligible in accordance with subsection (e) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation. In each case such removal shall be accomplished by the giving of written notice of such removal by the Successor Agency to the Trustee, whereupon the Successor Agency shall appoint a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign by giving written notice of such resignation to the Successor Agency and by giving the Owners notice of such resignation by first class mail, postage prepaid, at their respective addresses shown on the Registration Books. Upon receiving such notice of resignation, the Successor Agency shall promptly appoint a successor Trustee by an instrument in writing.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee. If no successor Trustee shall 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 Owner (on behalf of such Owner and all other Owners) may petition any court of competent jurisdiction at the expense of the Successor Agency 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 shall signify its acceptance of such appointment by executing, acknowledging and delivering to the Successor Agency and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Written Request of the Successor Agency or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for 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 shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Successor Agency shall 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, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Successor Agency shall mail a notice of the succession of such Trustee to the trusts hereunder to the Owners at their respective addresses shown on the Registration Books. If the Successor Agency fails to mail such notice within fifteen (15) days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the Successor Agency.

(e) Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a financial institution having a corporate trust office in the State, having (or in the case of a corporation or trust company included in a bank holding company system, the related bank holding company shall have) a combined capital and surplus of at least \$75,000,000, and subject to supervision or examination by federal or state authority. If such financial institution publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this subsection the combined capital and surplus of such financial institution shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (e), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

The Successor Agency will maintain a Trustee which is qualified under the provisions of the foregoing provisions of this subsection (e), so long as any Bonds are Outstanding.

Section 6.02. Merger or Consolidation. Any bank or trust company into which the Trustee may be merged or converted or with which may be consolidated or any bank or trust company resulting from any merger, conversion or consolidation to which it shall be a party or any bank or trust company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such bank or trust company shall be eligible under subsection (e) of Section 6.01, shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 6.03. Liability of Trustee.

(a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the Successor Agency, and the Trustee shall not assume responsibility for the correctness of the same, nor make any representations as to the validity or sufficiency of this Indenture or of the security for the Bonds or the tax status of interest thereon nor shall incur any responsibility in respect thereof, other than as expressly stated herein. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or intentional misconduct. The Trustee shall not be liable for the acts of any agents of the Trustee selected by it with due care. The Trustee and its officers and employees may become the Owner of any Bonds with the same rights it would have if they were not Trustee and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any

committee formed to protect the rights of the Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

(b) The Trustee shall not be liable for any error of judgment made by a responsible employee or officer, unless the Trustee shall have been negligent in ascertaining the pertinent facts.

(c) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(d) The Trustee shall not be liable for any action taken by it and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture, except for actions arising from the negligence or intentional misconduct of the Trustee. The permissive right of the Trustee to do things enumerated hereunder shall not be construed as a mandatory duty.

(e) The Trustee shall not be deemed to have knowledge of any Event of Default hereunder unless and until a responsible officer shall have actual knowledge thereof, or shall have received written notice thereof from the Successor Agency at its Principal Corporate Trust Office. In the absence of such actual knowledge or notice, the Trustee may conclusively assume that no Event of Default has occurred and is continuing under this Indenture. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance by any other party of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of an Event of Default thereunder. The Trustee shall not be responsible for the validity or effectiveness of any collateral given to or held by it. Without limiting the generality of the foregoing, the Trustee may rely conclusively on the Successor Agency's certificates to establish the Successor Agency's compliance with its financial covenants hereunder, including, without limitation, its covenants regarding the deposit of Tax Revenues into the Redevelopment Obligation Retirement Fund and the investment and application of moneys on deposit in the Redevelopment Obligation Retirement Fund (other than its covenants to transfer such moneys to the Trustee when due hereunder).

The Trustee shall have no liability or obligation to the Bondowners with respect to the payment of debt service on the Bonds by the Successor Agency or with respect to the observance or performance by the Successor Agency of the other conditions, covenants and terms contained in this Indenture, or with respect to the investment of any moneys in any fund or account established, held or maintained by the Successor Agency pursuant to this Indenture or otherwise.

No provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers. The Trustee shall be entitled to interest on all amounts advanced by it at the maximum rate permitted by law.

The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys or receivers and the Trustee shall

not be responsible for any intentional misconduct or negligence on the part of any agent, attorney or receiver appointed with due care by it hereunder.

The Trustee shall have no responsibility, opinion, or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Bonds.

Before taking any action under Article VIII or this Article at the request of the Owners the Trustee may require that a satisfactory indemnity bond be furnished by the Owners for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any action so taken.

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 and/or occurrences beyond the control of the Trustee.

Section 6.04. Right to Rely on Documents and Opinions. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion or other paper or document believed by it to be genuine and to have been signed or prescribed by the proper party or parties, and shall not be required to make any investigation into the facts or matters contained thereon. The Trustee may consult with counsel, including, without limitation, counsel of or to the Successor Agency, with regard to legal questions, and, in the absence of negligence or intentional misconduct by the Trustee, the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in accordance therewith.

The Trustee shall 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 is established to the satisfaction of the Trustee.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee shall 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 be deemed to be conclusively proved and established by a Written Certificate of the Successor Agency, which shall be full warrant to the Trustee for any action taken or suffered under the provisions of this Indenture in reliance upon such Written Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may deem reasonable. The Trustee may conclusively rely on any certificate or report of any Independent Accountant or Independent Redevelopment Consultant appointed by the Successor Agency.

Section 6.05. Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times upon reasonable notice to the inspection of the Successor Agency and any Owner, and their agents and representatives duly authorized in writing, during regular business hours and under reasonable conditions.

Section 6.06. Compensation and Indemnification. The Successor Agency shall pay to the Trustee from time to time reasonable compensation for all services rendered under this Indenture in accordance with the letter proposal from the Trustee approved by the Successor Agency and also all reasonable expenses, charges, legal and consulting fees and other disbursements and those of its attorneys (including the allocated costs and disbursement of in-house counsel to the extent such services are not redundant with those provided by outside counsel), agents and employees, incurred in and about the performance of its powers and duties under this Indenture. The Trustee shall have a first lien on the Tax Revenues and all funds and accounts held by the Trustee hereunder to secure the payment to the Trustee of all fees, costs and expenses, including reasonable compensation to its experts, attorneys and counsel (including the allocated costs and disbursement of in-house counsel to the extent such services are not redundant with those provided by outside counsel).

The Successor Agency further covenants and agrees to indemnify, defend and save the Trustee and its officers, directors, agents and employees, harmless from and against any loss, expense and liabilities which it may incur arising out of or in connection with the exercise and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability, but excluding any and all losses, expenses and liabilities which are due to the negligence or intentional misconduct of the Trustee, its officers, directors, agents or employees. The obligations of the Successor Agency and the rights of the Trustee under this Section 6.06 shall survive resignation or removal of the Trustee under this Indenture and payment of the Bonds and discharge of this Indenture.

Section 6.07. Deposit and Investment of Moneys in Funds. Moneys in the Debt Service Fund, the Interest Account, the Principal Account, the Sinking Account, the Reserve Account and the Costs of Issuance Account shall be invested by the Trustee in Permitted Investments as directed by the Successor Agency in the Written Request of the Successor Agency filed with the Trustee at least two (2) Business Days in advance of the making of such investments. In the absence of any such Written Request of the Successor Agency, the Trustee shall invest any such moneys in Permitted Investments described in clause (d) of the definition thereof, which by their terms mature prior to the date on which such moneys are required to be paid out hereunder. The Trustee shall be entitled to rely conclusively upon the written instructions of the Successor Agency directing investments in Permitted Investments as to the fact that each such investment is permitted by the laws of the State, and shall not be required to make further investigation with respect thereto. Moneys in the Redevelopment Obligation Retirement Fund may be invested by the Successor Agency in any obligations in which the Successor Agency is legally authorized to invest its funds. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts held by the Trustee hereunder shall be deposited in the Interest Account. The Trustee may act as principal or agent in the acquisition or disposition of any investment and may impose its customary charges therefor. The Trustee shall incur no liability for losses arising from any investments made at the direction of the Successor Agency or otherwise made pursuant to this Section.

The Successor Agency acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Successor Agency the right to receive brokerage confirmations of security transactions as they occur, the Successor Agency specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Successor Agency periodic cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder.

All moneys held by the Trustee shall be held in trust, but need not be segregated from other funds unless specifically required by this Indenture. Except as specifically provided in this Indenture, the Trustee shall not be liable to pay interest on any moneys received by it, but shall be liable only to account to the Successor Agency for earnings derived from funds that have been invested.

The Successor Agency covenants that 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) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Indenture or the Code) at Fair Market Value. The Trustee has no duty in connection with the determination of Fair Market Value other than to follow the investment directions of the Successor Agency in any Written Certificate or Written Request of the Successor Agency.

For purposes of this Section 6.07, the term "Fair Market Value" shall mean 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, or (iii) the investment is a United States Treasury Security -- State and Local Government Series which is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

Section 6.08. Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with industry standards, in which accurate entries shall be made of all transactions of the Trustee relating to the proceeds of the Bonds made by it and all funds and accounts held by the Trustee established pursuant to this Indenture. Such books of record and account shall be available for inspection by the Successor Agency upon reasonable prior notice, at reasonable hours and under reasonable circumstances. The Trustee shall furnish to the Successor Agency, at least monthly, an accounting of all transactions in the form of its customary statements relating to the proceeds of the Bonds and all funds and accounts held by the Trustee pursuant to this Indenture.

Section 6.09. Appointment of Co-Trustee or Agent. It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as Trustee in such jurisdiction. It is recognized that in the case of litigation under this Indenture, and in particular in case of the enforcement of the rights of the Trustee on default, or

in the case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional individual or institution as a separate co-trustee. The following provisions of this Section 6.09 are adopted to these ends.

In the event that the Trustee shall appoint an additional individual or institution as a separate or co-trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or co-trustee but only to the extent necessary to enable such separate or co-trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or co-trustee shall run to and be enforceable by either of them; provided, however, in no event shall the Trustee be responsible or liable for the acts or omissions of any co-trustee.

Should any instrument in writing from the Successor Agency be required by the separate trustee or co-trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Successor Agency. In case any separate trustee or co-trustee, or a successor to either, shall become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate trustee or co-trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new trustee or successor to such separate trustee or co-trustee.

Section 6.10. Other Transactions with Successor Agency. The Trustee, either as principal or agent, may engaged in or be interested in any financial or other transaction with the Successor Agency.

ARTICLE VII

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 7.01. Amendment With And Without Consent of Owners. This Indenture and the rights and obligations of the Successor Agency and of the Owners may be modified or amended at any time by a Supplemental Indenture which shall become binding upon adoption and without the consent of any Owners, 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 Successor Agency in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any rights or powers herein reserved to or conferred upon the Successor Agency; or

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in any other respect whatsoever as the Successor Agency may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not, in the reasonable determination of the Successor Agency, materially adversely affect the interests of the Owners; or

(c) to amend any provision hereof relating to the requirements of or compliance with the Code, to any extent whatsoever but only if and to the extent such amendment will not adversely affect the exemption from federal income taxation of interest on any of the Bonds, in the opinion of Bond Counsel; or

(d) to amend the Recognized Obligation Debt Service Payment Schedule set forth in Exhibit B to take into account the redemption of any Bond prior to its maturity; or

(e) to provide for the issuance of Parity Debt pursuant to a Supplemental Indenture, as such issuance is authorized by Section 5.02.

Except as set forth in the preceding paragraph, this Indenture and the rights and obligations of the Successor Agency and of the Owners may be modified or amended at any time by a Supplemental Indenture which shall become binding with the consent of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding are filed with the Trustee. No such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal, interest or redemption premium, (if any) at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of the Owner of such Bond, or (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification. In no event shall any Supplemental Indenture modify any of the rights or obligations of the Trustee without its prior written consent. In addition, the Trustee shall be entitled to an opinion of counsel concerning the Supplemental Indenture's lack of any material adverse effect on the Owners.

Section 7.02. Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective pursuant to this Article VII, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and

obligations of the parties hereto or thereto and all Owners, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 7.03. Endorsement or Replacement of Bonds After Amendment. After the effective date of any amendment or modification hereof pursuant to this Article VII, the Successor Agency may determine that any or all of the Bonds shall bear a notation, by endorsement in form approved by the Successor Agency, as to such amendment or modification and in that case upon demand of the Successor Agency the Owners of such Bonds shall present such Bonds for that purpose at the Principal Corporate Trust Office of the Trustee, and thereupon a suitable notation as to such action shall be made on such Bonds. In lieu of such notation, the Successor Agency may determine that new Bonds shall be prepared at the expense of the Successor Agency and executed in exchange for any or all of the Bonds, and in that case, upon demand of the Successor Agency, the Owners of the Bonds shall present such Bonds for exchange at the Trust Office of the Trustee, without cost to such Owners.

Section 7.04. Amendment by Mutual Consent. The provisions of this Article VII shall not prevent any Owner from accepting any amendment as to the particular Bond held by such Owner, provided that due notation thereof is made on such Bond.

Section 7.05. Trustee's Reliance. The Trustee may conclusively rely, and is protected in relying, upon a Certificate of the Successor Agency and an opinion of Bond Counsel stating that all requirements of this Indenture relating to the amendment or modification hereof have been satisfied and that such amendments or modifications do not materially adversely affect the interests of the Bond Owners.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF OWNERS

Section 8.01. Events of Default and Acceleration of Maturities. The following events shall constitute Events of Default hereunder:

(a) if default shall be made by the Successor Agency in the due and punctual payment of the principal of or interest on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made by the Successor Agency in the observance of any of the covenants, agreements or conditions on its part in this Indenture or in the Bonds or any Parity Debt Instrument contained, other than a default described in the preceding clause (a), and such default shall have continued for a period of thirty (30) days following receipt by the Successor Agency of written notice from the Trustee or any Owner of the occurrence of such default, provided that if in the reasonable opinion of the Successor Agency the failure stated in the notice can be corrected, but not within such 30 day period, such failure will not constitute an event of default if corrective action is instituted by the Successor Agency within such 30 day period and the Successor Agency thereafter diligently and in good faith cures such failure in a reasonable period of time;

(c) If a default is made under the Senior Obligation Indenture; or

(d) If the Successor Agency files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction will approve a petition seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or, if under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction will approve a petition, seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or, if under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction will assume custody or control of the Successor Agency or of the whole or any substantial part of its property.

If an Event of Default has occurred under this Section and is continuing, the Trustee may, or, if requested in writing by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding the Trustee shall, (a) declare the principal of the Bonds, together with the accrued interest thereon, to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in this Indenture or in the Bonds to the contrary notwithstanding, and (b) the Trustee shall, subject to the provisions of Section 8.06, exercise any other remedies available to the Trustee and the Bond Owners in law or at equity.

Immediately upon receiving notice or actual knowledge of the occurrence of an Event of Default, the Trustee shall give notice of such Event of Default to the Successor Agency by telephone promptly confirmed in writing. Such notice shall also state whether the principal of the Bonds shall have been declared to be or have immediately become due and payable. With respect to any Event of Default described in clauses (a) or (c) above the Trustee shall, and with respect to any Event of Default described in clause (b) above the Trustee in its sole discretion

may, also give such notice to the Owners by mail, which shall include the statement that interest on the Bonds shall cease to accrue from and after the date, if any, on which the Trustee shall have declared the Bonds to become due and payable pursuant to the preceding paragraph (but only to the extent that principal and any accrued, but unpaid, interest on the Bonds is actually paid on such date).

This provision, however, is subject to the condition that if, at any time after the principal of the Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the Successor Agency shall deposit with the Trustee a sum sufficient to pay all principal on the Bonds matured prior to such declaration and all matured installments of interest (if any) upon all the Bonds, with interest on such overdue installments of principal and interest (to the extent permitted by law), and the reasonable fees and expenses of the Trustee, (including the allocated costs and disbursements of its in-house counsel to the extent such services are not redundant with those provided by outside counsel) 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) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Trustee shall promptly give written notice of the foregoing to the Owners of all Bonds then Outstanding, and the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, by written notice to the Successor Agency and to the Trustee, may, on behalf of the Owners of all of the Bonds, rescind and annul such declaration and its consequences. However, no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

Section 8.02. Application of Funds Upon Acceleration. All of the Tax Revenues and all sums in the funds and accounts established and held by the Trustee hereunder upon the date of the declaration of acceleration as provided in Section 8.01, and all sums thereafter received by the Trustee hereunder, shall 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 in declaring such Event of Default and in exercising the rights and remedies set forth in this Article VIII, including reasonable compensation to its agents, attorneys (including the allocated costs and disbursements of its in-house counsel to the extent such services are not redundant with those provided by outside counsel) and counsel and any outstanding fees, expenses of the Trustee; and

Second, to the payment of the whole amount then owing and unpaid upon the Bonds for principal and interest, with interest on the overdue principal and installments of interest at the net effective rate then borne by the Outstanding Bonds (to the extent that such interest on overdue installments of principal and interest shall have been collected), and in case such moneys shall 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 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 8.03. Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings

or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; *provided, however*, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in principal amount of the Outstanding Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

Section 8.04. Limitation on Owner's Right to Sue. No Owner of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall 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 any remedy hereunder; it being understood and intended that no one or more Owners shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds.

The right of any Owner of any Bond to receive payment of the principal of and interest on such Bond as herein provided, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

Section 8.05. Non-Waiver. Nothing in this Article VIII or in any other provision of this Indenture or in the Bonds, shall affect or impair the obligation of the Successor Agency, which is absolute and unconditional, to pay from the Tax Revenues and other amounts pledged hereunder, the principal of and interest on the Bonds to the respective Owners on the respective Interest Payment Dates, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of the Owners or the Trustee to institute suit to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default by any Owner or the Trustee shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owners and the Trustee by the Law or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners and the Trustee.

If a suit, action or proceeding to enforce any right or exercise any remedy shall be abandoned or determined adversely to the Owners or the Trustee, the Successor Agency, the Trustee and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 8.06. Actions by Trustee as Attorney-in-Fact. Any suit, action or proceeding which any Owner shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Owners similarly situated and the Trustee is hereby appointed (and the successive respective Owners by taking and holding the Bonds shall be conclusively deemed so to have appointed it) the true and lawful attorney-in-fact of the respective Owners for the purpose of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact, *provided, however*, the Trustee shall have no duty or obligation to exercise any such right or remedy unless it has been indemnified to its satisfaction from any loss, liability or expense (including fees and expenses of its outside counsel and the allocated costs and disbursements of its in-house counsel to the extent such services are not redundant with those provided by outside counsel).

Section 8.07. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Law or any other law.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Benefits Limited to Parties. Nothing in this Indenture, expressed or implied, is intended to give to any person other than the Successor Agency, the Trustee and the Owners, any right, remedy or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture contained by and on behalf of the Successor Agency shall be for the sole and exclusive benefit of the Trustee and the Owners.

Section 9.02. Successor is Deemed Included in All References to Predecessor. Whenever in this Indenture or any Supplemental Indenture either the Successor Agency or the Trustee is named or referred to, such reference shall 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 Successor Agency or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03. Defeasance of Bonds. If the Successor Agency shall pay and discharge the entire indebtedness on all Bonds or any portion thereof in any one or more of the following ways:

(i) by well and truly paying or causing to be paid the principal of and interest on all or the applicable portion of Outstanding Bonds, as and when the same become due and payable; or

(ii) by irrevocably depositing with the Trustee or an escrow agent, in trust, at or before maturity, money which, together with the available amounts then on deposit in the funds and accounts established pursuant to this Indenture, is fully sufficient to pay all or a portion of Outstanding Bonds, including all principal and interest, or;

(iii) by irrevocably depositing with the Trustee or an escrow agent, in trust, Defeasance Obligations in such amount as an Independent Accountant shall determine will, together with the interest to accrue thereon and available moneys then on deposit in the funds and accounts established pursuant to this Indenture, be fully sufficient to pay and discharge the indebtedness on all Bonds or a portion thereof (including all principal and interest) at or before maturity; or

(iv) by purchasing such Bonds prior to maturity and tendering such Bonds to the Trustee for cancellation;

then, at the election of the Successor Agency, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the Tax Revenues and other funds provided for in this Indenture and all other obligations of the Trustee and the Successor Agency under this Indenture shall cease and terminate with respect to all Outstanding Bonds or, if applicable, with respect to that portion of the Bonds which has been paid and discharged, except only (a) the covenants of the Successor Agency hereunder with respect to the Code, (b) the obligation of the Trustee to transfer and exchange Bonds hereunder, (c) the obligations of the Successor Agency under Section 6.06 hereof, and (d) the obligation of the Successor Agency to pay or cause to be paid to the Owners, from the amounts so deposited with the Trustee, all sums due thereon and to pay the Trustee all fees, expenses and costs of the Trustee. In the event the Successor Agency shall, pursuant to the foregoing provision, pay and discharge any portion or

all of the Bonds then Outstanding, the Trustee shall be authorized to take such actions and execute and deliver to the Successor Agency all such instruments as may be necessary or desirable to evidence such discharge, including, without limitation, selection by lot of Bonds of any maturity of the Bonds that the Successor Agency has determined to pay and discharge in part.

In the case of a defeasance or payment of all of the Bonds Outstanding, any funds thereafter held by the Trustee which are not required for said purpose or for payment of amounts due the Trustee pursuant to Section 6.06 shall be paid over to the Successor Agency for deposit in the Redevelopment Retirement Obligation Fund.

Section 9.04. Execution of Documents and Proof of Ownership by Owners. Any request, consent, declaration or other instrument which this Indenture may require or permit to be executed by any Owner may be in one or more instruments of similar tenor, and shall be executed by such Owner in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

The ownership of Bonds and the amount, maturity, number and date of ownership thereof shall be proved by the Registration Books.

Any demand, request, direction, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Successor Agency or the Trustee and in accordance therewith, provided, however, that the Trustee shall not be deemed to have knowledge that any Bond is owned by or for the account of the Successor Agency unless the Successor Agency is the registered Owner or the Trustee has received written notice that any other registered Owner is such an affiliate.

Section 9.05. Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned or held by or for the account of the Successor Agency or the City (but excluding Bonds held in any employees' retirement fund) shall be disregarded and deemed not to be Outstanding for the purpose of any such determination.

Section 9.06. Waiver of Personal Liability. No member, officer, agent or employee of the Successor Agency shall be individually or personally liable for the payment of the principal or interest on the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.07. Destruction of Cancelled Bonds. Whenever in this Indenture provision is made for the surrender to the Trustee of any Bonds which have been paid or cancelled pursuant to the provisions of this Indenture, the Trustee shall destroy such bonds and upon request of the Successor Agency provide the Successor Agency a certificate of destruction. The Successor

Agency shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

Section 9.08. Notices. Any notice, request, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or upon receipt when mailed by first class, registered or certified mail, postage prepaid, or sent by telegram, addressed as follows:

If to the Successor Agency: Successor Agency to the Palm Springs
Community Redevelopment Agency
3200 E. Tahquitz Canyon Way
Palm Springs, California 92262
Attention: Executive Director

If to the Trustee: The Bank of New York Mellon Trust
Company, N.A.
700 South Flower Street 5th Floor
Los Angeles, California 90017
Attention: Corporate Trust Services

Section 9.09. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Indenture shall for any reason be held illegal, invalid or unenforceable. such holding shall not affect the validity of the remaining portions of this Indenture. The Successor Agency hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue 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 is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the Trustee hereunder shall, pending appointment of a successor Trustee in accordance with the provisions of Section 6.01 hereof, be assumed by and vest in the Treasurer of the Successor Agency in trust for the benefit of the Owners. The Successor Agency covenants for the direct benefit of the Owners that its Treasurer in such case shall be vested with all of the rights and powers of the Trustee hereunder, and shall assume all of the responsibilities and perform all of the duties of the Trustee hereunder, in trust for the benefit of the Bonds, pending appointment of a successor Trustee in accordance with the provisions of Section 6.01 hereof.

Section 9.10. Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest or premium (if any) on or principal of the Bonds which remains unclaimed for two (2) years after the date when the payments of such interest, premium and principal have become payable, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when the interest and premium (if any) on and principal of such Bonds have become payable, shall be repaid by the Trustee to the Successor Agency as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the Successor Agency for the payment of the principal of and interest and redemption premium (if any) on of such Bonds.

Section 9.11. Execution in Counterparts. This Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.12. Governing Law. This Indenture shall be construed and governed in accordance with the laws of the State.

IN WITNESS WHEREOF, the SUCCESSOR AGENCY TO THE PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY, has caused this Indenture to be signed in its name by its Executive Director and attested by its Secretary, and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

**SUCCESSOR AGENCY TO THE PALM
SPRINGS COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Executive Director

ATTEST:

Secretary

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

By: _____
Authorized Officer

registration books maintained by the Trustee as of the Record Date for which such Interest Payment Date occurs; provided however, that payment of interest may be by wire transfer to an account in the United States of America to any registered owner of Bonds in the aggregate principal amount of \$1,000,000 or more upon written instructions of any such registered owner filed with the Trustee for that purpose prior to the Record Date preceding the applicable Interest Payment Date.

This Bond is one of a duly authorized issue of bonds of the Successor Agency designated as "Successor Agency to the Palm Springs Community Redevelopment Agency, 2014 Subordinate Tax Allocation Refunding Bonds (the "Bonds"), of an aggregate principal amount of _____ Million _____ Thousand Dollars (\$[Bond Amount]), all of like tenor and date (except for such variation, if any, as may be required to designate varying series, numbers, maturities, interest rates, redemption and other provisions) and all issued pursuant to the provisions of the Law (as defined in the Indenture), Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Refunding Law") and pursuant to an Indenture of Trust, dated as of May 1, 2014, entered into by and between the Successor Agency and the Trustee (the "Indenture"), authorizing the issuance of the Bonds. Additional bonds, or other obligations may be issued senior to or on a parity with the Bonds, but only subject to the terms of the Indenture. Reference is hereby made to the Indenture (copies of which are on file at the office of the Successor Agency) and all indentures supplemental thereto and to the Law and the Refunding Law for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Tax Revenues (as that term is defined in the Indenture), and the rights thereunder of the registered owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Successor Agency thereunder, to all of the provisions of which Indenture the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the Successor Agency for the purpose of providing funds to refinance certain redevelopment activities undertaken with respect to its Project Areas (as defined in the Indenture), to fund a reserve account for the Bonds and to pay certain expenses of the Successor Agency in issuing the Bonds.

There has been created under the Law the Redevelopment Obligation Retirement Fund (as defined in the Indenture) into which Tax Revenues shall be deposited and from which the Successor Agency shall transfer amounts to the Trustee for payment, when due, of the principal of and the interest and redemption premium, if any, on the Bonds. As and to the extent set forth in the Indenture, all such Tax 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, including any premium upon early redemption, and for the security and payment of interest on, the Bonds. The Bonds shall be additionally secured at all times by a pledge of, security interest in and lien upon all of the moneys in the Redevelopment Obligation Retirement Fund, subject to the prior rights of the Senior Obligations (as defined in the Indenture) and by a first pledge of, security interest in and lien upon all of the moneys on the Debt Service Fund, the Interest Account, the Principal Account, the Sinking Account, the Reserve Account and the Redemption Account (as such terms are defined in the Indenture). Except for the Tax Revenues and such moneys, no funds or properties of the Successor Agency shall be pledged to, or otherwise liable for, the payment of principal of or interest or redemption premium, if any, on the Bonds.

The Bonds maturing on or before September 1, 20__, are not subject to optional redemption prior to maturity. The Bonds maturing on and after September 1, 20__, are subject to redemption, at the option of the Successor Agency on any date on or after September 1, 20__, as a whole or in part, by such maturities as shall be determined by the Successor Agency, and by lot within a maturity, from any available source of funds, at a redemption price equal to the principal amount of the Bonds to be redeemed, together with accrued interest thereon to the date fixed for redemption, without premium.

The Term Bonds maturing on _____ 1, 20__, shall also be subject to mandatory redemption in part by lot on _____ 1, 20__, and on _____ 1 in each year thereafter to and including _____ 1, 20__, from Sinking Account payments made by the Successor Agency pursuant to the Indenture, at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium, or in lieu thereof shall be purchased in whole or in part pursuant to the Indenture, in the aggregate respective principal amounts and on the respective dates as set forth in the following table; provided, however, that if some but not all of the Bonds have been redeemed at the option of the Successor Agency, as described above, the total amount of all future Sinking Account payments shall be reduced by the aggregate principal amount of Bonds so redeemed, to be allocated among the Sinking Account payments as are thereafter payable on a pro rata basis in integral multiples of \$5,000 as determined by the Successor Agency (notice of which determination shall be given by the Successor Agency to the Trustee).

Bonds Maturing on _____ 1, 20__

Sinking Account Redemption Date (_____ 1)	<u>Principal Amount To Be Redeemed or Purchased</u>
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The Term Bonds maturing _____ 1, 20__, shall also be subject to mandatory redemption in part by lot on _____ 1, 20__ and on _____ 1 in each year thereafter to and including _____ 1, 20__, from Sinking Account payments made by the Successor Agency pursuant to the Indenture, at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium, or in lieu thereof shall be purchased in whole or in part pursuant to the Indenture, in the aggregate respective principal amounts and on the respective dates as set forth in the following table; provided, however, that if some but not all of the Bonds have been redeemed at the option of the Successor Agency, as described above, the total amount of all future Sinking Account payments shall be reduced by the aggregate principal amount of Bonds so redeemed, to be allocated among the Sinking Account payments as are thereafter payable on a pro rata basis in integral multiples of \$5,000 as determined by the Successor Agency (notice of which determination shall be given by the Successor Agency to the Trustee).

Bonds Maturing _____ 1, 20__

Sinking Account Redemption Date (_____ 1)	Principal Amount To Be Redeemed or Purchased
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In lieu of redemption of Term Bonds maturing on _____ 1, 20__ and _____ 1, 20__, as described above, amounts on deposit as Sinking Account payments may also be used and withdrawn by the Trustee, at the written direction of the Successor Agency, at any time for the purchase of such Bonds otherwise required to be redeemed on the following _____ 1 at public or private sale as and when and at such prices (including brokerage and other charges and including accrued interest) as the Successor Agency may in its discretion determine. The par amount of any of the Bonds so purchased by the Successor Agency and surrendered to the Trustee for cancellation in any twelve-month period ending on January 1 or July 1 in any year shall be credited towards and shall reduce the par amount of the Bonds otherwise required to be redeemed on the following March 1 or September 1, as applicable.

As provided in the Indenture, notice of redemption shall be given by first class mail no less than thirty (30) nor more than sixty (60) days prior to the redemption date to the respective registered owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books maintained by the Trustee, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption.

The Successor Agency has the right to rescind any notice of the optional redemption of Bonds by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default. The Successor Agency and the Trustee have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under the Indenture.

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

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

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

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

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

The rights and obligations of the Successor Agency and the registered owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal, interest or redemption premium (if any) at the time and place and at the rate and in the currency provided herein of any Bond without the express written consent of the registered owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee.

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

This Bond is not a debt of the City of Palm Springs, the State of California, or any of its political subdivisions, and neither said City, said State, nor any of its political subdivisions is liable hereon, nor in any event shall this Bond be payable out of any funds or properties other than those of the Successor Agency. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the Law, the Refunding Law and the laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the Successor Agency, does not exceed any limit prescribed by the Law, the Refunding 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 shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Successor Agency to the Palm Springs Community Redevelopment Agency has caused this Bond to be executed in its name and on its behalf with the facsimile signature of its Executive Director and its seal to be reproduced hereon and attested by the facsimile signature of its Secretary, all as of the Dated Date set forth above.

SUCCESSOR AGENCY TO THE PALM
SPRINGS COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Executive Director

(SEAL)

ATTEST:

Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

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

Authentication Date: _____

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

By: _____
Authorized Signatory

ABBREVIATIONS

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

TEN COM --	as tenants in common	UNIF GIFT MIN ACT _____	Custodian _____
TEN ENT --	as tenants by the entireties		(Cust.) (Minor)
JT TEN --	as joint tenants with right of survivorship and not as tenants in common	under Uniform Gifts to Minors Act	_____ (State)
COMM PROP --	as community property		

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: _____

Signatures Guaranteed:

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

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

EXHIBIT B

RECOGNIZED OBLIGATION DEBT SERVICE PAYMENT SCHEDULE

**2001 HOUSING BONDS
ESCROW DEPOSIT AND TRUST AGREEMENT**

by and among

**SUCCESSOR AGENCY TO THE
PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY,**

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
*as Escrow Bank***

Dated as of May 1, 2014

**Relating to
the Refunding of**

**\$5,805,000
Community Redevelopment Agency of the City of Palm Springs
2001 Housing Tax Allocation Bonds**

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2001 HOUSING BONDS ESCROW DEPOSIT AND TRUST AGREEMENT

This 2001 HOUSING BONDS ESCROW DEPOSIT AND TRUST AGREEMENT (this "Agreement") is made and entered into as of the 1st day of May, 2014, by and between the SUCCESSOR AGENCY TO THE PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY, a public entity duly created and existing under the laws of the State of California (the "Successor Agency"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, acting as successor trustee for the 2001 Housing Bonds (the "2001 Housing Bonds Trustee") hereinafter referred to and acting as escrow bank hereunder (the "Escrow Bank");

WITNESSETH:

WHEREAS, the Palm Springs Community Redevelopment Agency (the "Former Agency") was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State;

WHEREAS, pursuant to Section 34172(a) of the California Health and Safety Code (unless otherwise noted, all Section references hereinafter being to such Code), the Former Agency has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173, the City of Palm Springs has become the successor entity to the Former Agency;

WHEREAS, Section 34177.5 authorizes the Successor Agency to undertake proceedings for the refunding of outstanding bonds and other obligations of the Former Agency, subject to the conditions precedent contained in said Section 34177.5;

WHEREAS, the Former Agency issued its Community Redevelopment Agency of the City of Palm Springs 2001 Housing Tax Allocation Bonds in the initial principal amount of \$5,805,000 (the "2001 Housing Bonds") pursuant to an Indenture of Trust, dated as of July 1, 2001, by and between the Former Agency and BNY Western Trust Company, as predecessor trustee to the Escrow Bank as trustee, (the "2001 Housing Bonds Indenture");

WHEREAS, the Successor Agency has determined to issue its Successor Agency to the Palm Springs Community Redevelopment Agency 2014 Subordinate Tax Allocation Refunding Bonds (the "2014 Bonds") pursuant to an Indenture of Trust, dated as of May 1, 2014, by and between the Successor Agency and the Escrow Bank, as trustee (the "2014 Bonds Trustee"), for the purpose, among other things, of providing funds to refund and defease the 2001 Housing Bonds.

WHEREAS, the Successor Agency and the Escrow Bank wish to enter into this Agreement for the purpose of providing the terms and conditions relating to the deposit and application of moneys and federal securities (the "Federal Securities") to provide for the redemption of the 2001 Housing Bonds, pursuant to and in accordance with the provisions of the 2001 Housing Bonds Indenture;

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

SECTION 1. *Definition of Federal Securities.* As used herein, the term "Federal Securities" has the meaning of the term "Defeasance Securities" in the 2001 Housing Bonds Indenture and consists of cash; State and Local Government Securities issued by the United States Treasury; and non-callable United States Treasury bills, notes and bonds, as traded on the open market and zero coupon United States Treasury Bonds.

SECTION 2. *Establishment of Escrow Fund.* There is hereby created the Escrow Fund to be held by the Escrow Bank as an irrevocable escrow securing the redemption of the 2001 Housing Bonds.

All cash and Federal Securities in the Escrow Fund are hereby irrevocably pledged as a special fund for the payment of the principal of and interest on the 2001 Housing Bonds in accordance with the applicable provisions of the 2001 Housing Bonds Indenture. If at any time the Escrow Bank shall receive actual knowledge that the cash and Federal Securities in the Escrow Fund will not be sufficient to make any payment required by Section 4 hereof, the Escrow Bank shall notify the Successor Agency of such fact and the Successor Agency shall immediately cure such deficiency from any source of legally available funds.

SECTION 3. *Deposit into Escrow Fund; Investment of Amounts.* Concurrently with delivery of the 2014 Bonds the Successor Agency shall cause to be transferred to the Escrow Bank for deposit into the Escrow Fund the amount of \$_____ in immediately available funds, which shall be derived from the proceeds of sale of the 2014 Bonds. In addition, the Successor Agency shall cause the amount of \$_____ on deposit in the Reserve Account established for the 2001 Housing Bonds by the 2001 Housing Bonds Indenture to be transferred in immediately available funds to the Escrow Bank for deposit into the Escrow Fund.

Of the total amount of \$_____ deposited in the Escrow Fund, the Escrow Bank shall invest \$_____ in the Federal Securities described in Exhibit A attached hereto and hereby made a part hereof. The Escrow Bank shall hold the remaining \$_____ of such deposit in the Escrow Fund uninvested.

The Federal Securities shall be deposited with and held by the Escrow Bank in the Escrow Fund solely for the uses and purposes set forth herein. The Escrow Bank shall have no lien upon or right of set off against the Federal Securities and cash at any time on deposit in the Escrow Fund.

SECTION 4. *Instructions as to Application of Deposit.* The total amount of Federal Securities and cash deposited in the Escrow Fund pursuant to Section 3 shall be applied by the Escrow Bank for the sole purpose of paying the principal of and interest on the 2001 Housing Bonds, at the times and in the amounts set forth in the schedule shown in Exhibit B attached hereto and by this reference incorporated herein. Following payment in full of such principal of and interest on the 2001 Housing Bonds, all amounts on deposit in the Escrow Fund shall be transferred to the trustee for the 2014 Bonds, for deposit in the Interest Account established for the 2014 Bonds.

SECTION 5. *Application of Certain Terms of 2001 Housing Bonds Documents.* All of the terms of the 2001 Housing Bonds Indenture relating to the making of payments of principal of and interest on the 2001 Housing Bonds, respectively, are incorporated in this Agreement as if set forth in full herein. The provisions of the 2001 Housing Bonds Indenture relating to the resignation and removal of the 2001 Housing Bonds Trustee are also incorporated in this Agreement as if set forth in full herein and shall be the procedure to be followed with respect to any resignation or removal of the Escrow Bank hereunder.

SECTION 6. *Proceedings for Redemption of Refunded 2001 Housing Bonds.* The Successor Agency hereby irrevocably elects to redeem all of the outstanding 2001 Housing Bonds on _____, 2014, pursuant to the provisions of Section 2.02(a) of the 2001 Housing Bonds Indenture. Notice of such redemption shall be given timely by the Escrow Bank in accordance with Section 2.02(d) of the 2001 Housing Bonds Indenture, at the expense of the Successor Agency. In addition, the Escrow Bank shall, on behalf of the Successor Agency, promptly file a notice of material event with respect to the defeasance of the 2001 Housing Bonds in customary form on the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board.

The Escrow Bank may rely upon the verification of _____, certified public accountants, that the total amount deposited in the Escrow Fund pursuant to Section 3, together with investment earnings thereon, will be fully sufficient to pay all interest due with respect to the 2001 Housing Bonds on _____, 2014, and to prepay all principal due with respect to the 2001 Housing Bonds in full on _____, 2014, the date of optional repayment of the 2001 Housing Bonds.

SECTION 7. *Compensation to Escrow Bank.* The Successor Agency shall pay the Escrow Bank full compensation for its duties under this Agreement, including out-of-pocket costs such as publication costs, redemption expenses, legal fees and other costs and expenses relating hereto and, in addition, all fees, costs and expenses relating to the purchase of any Federal Securities after the date hereof. Under no circumstances shall amounts deposited in or credited to the Escrow Fund be deemed to be available for said purposes.

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

The Successor Agency covenants, to the extent permitted by law, to indemnify and hold harmless the Escrow Bank, its officers, directors, employees and agents against any loss, liability or expense, including legal fees, incurred in connection with the performance of any of its duties hereunder including defending against any claim asserted against it hereunder, except the Escrow Bank shall not be indemnified against any loss, liability or expense resulting from its negligence or willful misconduct.

The Escrow Bank undertakes only such duties as are expressly and specifically set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against the Escrow Bank. The Escrow Bank shall not be responsible for any of the recitals or representations made herein other than that the Escrow Bank is qualified to accept and administer the trusts created hereunder. The Escrow Bank shall not be liable for the accuracy

of any calculations provided as to the sufficiency of the moneys deposited with it to pay the principal of or interest or redemption premiums on the 2001 Housing Bonds. The Escrow Bank may conclusively rely on any certification, report, or opinion of certified public accountants in connection with the transactions contemplated hereby and shall not be responsible for verifying the accuracy of any calculations therein. The Escrow Bank shall not have any liability hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Escrow Bank be liable for any special, indirect or consequential damages. The Escrow Bank shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Escrow Bank, unless it shall be proved that the Escrow Bank was negligent in making such judgment. The Escrow Bank may consult with counsel of its own choice and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel; provided that this sentence shall not be construed to permit the Escrow Bank to alter the terms of this Agreement.

Whenever in the administration of this Agreement the Escrow Bank shall 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 negligence or willful misconduct on the part of the Escrow Bank, be deemed to be conclusively proved and established by a certificate of any authorized representative of the Successor Agency, and such certificate shall, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be full warrant to the Escrow Bank for any action taken or suffered by it under the provisions of this Agreement upon the faith thereof. The Escrow Bank may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided, and shall be protected and indemnified, in acting or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Bank signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

The Escrow Bank may at any time resign by giving written notice to the Successor Agency of such resignation. Upon receipt of such notice, the Successor Agency shall promptly appoint a successor escrow bank; *provided, however*, that such resignation shall not become effective until the acceptance of such successor of the duties of the Escrow Bank hereunder.

The Escrow Bank shall incur no liability for losses arising from any investment made pursuant to this Agreement.

Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its trust business shall be the successor to the Escrow Bank without the execution of filing of any paper or further act, anything herein to the contrary notwithstanding.

The Escrow Bank's rights to indemnification hereunder shall survive its resignation of removal and the termination of this Agreement.

No provisions of this Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur and financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights and powers.

SECTION 9. *Amendment.* This Agreement may be amended by the parties hereto, but only if there shall have been filed with the Successor Agency and the Escrow Bank a written opinion of Bond Counsel stating that such amendment will not materially adversely affect the interests of the owners of the 2001 Housing Bonds, and that such amendment will not cause interest on the 2001 Housing Bonds or the 2014 Bonds to become includable in the gross income of the owners thereof for federal income tax purposes.

SECTION 10. *Execution in Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 11. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Successor Agency and the Escrow Bank have each caused this Agreement to be executed by their duly authorized officers all as of the date first above written.

**SUCCESSOR AGENCY TO THE PALM
SPRINGS COMMUNITY
REDEVELOPMENT AGENCY**

By _____
Executive Director

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Escrow Bank**

By _____
Authorized Officer

EXHIBIT A

SCHEDULE OF FEDERAL SECURITIES

Security	Principal Amount	Interest Rate	Maturity Date	First Interest Payment
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[TO COME]

EXHIBIT B

**PAYMENT AND REDEMPTION SCHEDULE OF THE
2001 HOUSING BONDS**

<u>Date</u>	<u>Called Principal</u>	<u>Interest</u>	<u>Total</u>
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[TO COME]

2004A BONDS
ESCROW DEPOSIT AND TRUST AGREEMENT

by and among

**SUCCESSOR AGENCY TO THE
PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY,**

and

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

Dated as of May 1, 2014

**Relating to
the Refunding of**

\$14,240,000

**Community Redevelopment Agency of the City of Palm Springs
Merged Project No. 1 Tax Allocation Refunding Bonds, 2004 Series A**

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2004A BONDS ESCROW DEPOSIT AND TRUST AGREEMENT

This 2004A BONDS ESCROW DEPOSIT AND TRUST AGREEMENT (this "Agreement") is made and entered into as of the 1st day of May, 2014, by and between the SUCCESSOR AGENCY TO THE PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY, a public entity duly created and existing under the laws of the State of California (the "Successor Agency"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, acting as successor trustee for the 2004A Bonds (the "2004A Bonds Trustee") hereinafter referred to and acting as escrow bank hereunder (the "Escrow Bank");

WITNESSETH:

WHEREAS, the Palm Springs Community Redevelopment Agency (the "Former Agency") was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State;

WHEREAS, pursuant to Section 34172(a) of the California Health and Safety Code (unless otherwise noted, all Section references hereinafter being to such Code), the Former Agency has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173, the City of Palm Springs has become the successor entity to the Former Agency;

WHEREAS, Section 34177.5 authorizes the Successor Agency to undertake proceedings for the refunding of outstanding bonds and other obligations of the Former Agency, subject to the conditions precedent contained in said Section 34177.5;

WHEREAS, the Former Agency issued its Community Redevelopment Agency of the City of Palm Springs Merged Project No. 1 Tax Allocation refunding Bonds, 2004 Series A in the initial principal amount of \$14,240,000 (the "2004A Bonds") pursuant to an Indenture of Trust, dated as of May 1, 2004, by and between the Former Agency and BNY Western Trust Company, as predecessor trustee to the Escrow Bank as trustee, (the "2004A Bonds Indenture");

WHEREAS, the Successor Agency has determined to issue its Successor Agency to the Palm Springs Community Redevelopment Agency 2014 Subordinate Tax Allocation Refunding Bonds (the "2014 Bonds") pursuant to an Indenture of Trust, dated as of May 1, 2014, by and between the Successor Agency and the Escrow Bank, as trustee (the "2014 Bonds Trustee"), for the purpose, among other things, of providing funds to refund and defease the 2004A Bonds.

WHEREAS, the Successor Agency and the Escrow Bank wish to enter into this Agreement for the purpose of providing the terms and conditions relating to the deposit and application of moneys and federal securities (the "Federal Securities") to provide for the redemption of the 2004A Bonds, pursuant to and in accordance with the provisions of the 2004A Bonds Indenture;

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

SECTION 1. *Definition of Federal Securities.* As used herein, the term "Federal Securities" has the meaning of the term "Defeasance Securities" in the 2004A Bonds Indenture and includes cash and U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series).

SECTION 2. *Establishment of Escrow Fund.* There is hereby created the Escrow Fund to be held by the Escrow Bank as an irrevocable escrow securing the redemption of the 2004A Bonds.

All cash and Federal Securities in the Escrow Fund are hereby irrevocably pledged as a special fund for the payment of the principal of and interest on the 2004A Bonds in accordance with the applicable provisions of the 2004A Bonds Indenture. If at any time the Escrow Bank shall receive actual knowledge that the cash and Federal Securities in the Escrow Fund will not be sufficient to make any payment required by Section 4 hereof, the Escrow Bank shall notify the Successor Agency of such fact and the Successor Agency shall immediately cure such deficiency from any source of legally available funds.

SECTION 3. *Deposit into Escrow Fund; Investment of Amounts.* Concurrently with delivery of the 2014 Bonds the Successor Agency shall cause to be transferred to the Escrow Bank for deposit into the Escrow Fund the amount of \$_____ in immediately available funds, which shall be derived from the proceeds of sale of the 2014 Bonds. In addition, the Successor Agency shall cause the amount of \$_____ on deposit in the Reserve Account established for the 2004A Bonds by the 2004A Bonds Indenture to be transferred in immediately available funds to the Escrow Bank for deposit into the Escrow Fund.

Of the total amount of \$_____ deposited in the Escrow Fund, the Escrow Bank shall invest \$_____ in the Federal Securities described in Exhibit A attached hereto and hereby made a part hereof. The Escrow Bank shall hold the remaining \$_____ of such deposit in the Escrow Fund uninvested.

The Federal Securities shall be deposited with and held by the Escrow Bank in the Escrow Fund solely for the uses and purposes set forth herein. The Escrow Bank shall have no lien upon or right of set off against the Federal Securities and cash at any time on deposit in the Escrow Fund.

SECTION 4. *Instructions as to Application of Deposit.* The total amount of Federal Securities and cash deposited in the Escrow Fund pursuant to Section 3 shall be applied by the Escrow Bank for the sole purpose of paying the principal of and interest on the 2004A Bonds, at the times and in the amounts set forth in the schedule shown in Exhibit B attached hereto and by this reference incorporated herein. Following payment in full of such principal of and interest on the 2004A Bonds, all amounts on deposit in the Escrow Fund shall be transferred to the trustee for the 2014 Bonds, for deposit in the Interest Account established for the 2014 Bonds.

SECTION 5. *Application of Certain Terms of 2004A Bonds Documents.* All of the terms of the 2004A Bonds Indenture relating to the making of payments of principal of and interest on the 2004A Bonds, respectively, are incorporated in this Agreement as if set forth in full herein.

The provisions of the 2004A Bonds Indenture relating to the resignation and removal of the 2004A Bonds Trustee are also incorporated in this Agreement as if set forth in full herein and shall be the procedure to be followed with respect to any resignation or removal of the Escrow Bank hereunder.

SECTION 6. *Proceedings for Redemption of Refunded 2004A Bonds.* The Successor Agency hereby irrevocably elects to redeem all of the outstanding 2004A Bonds on _____, 2014, pursuant to the provisions of Section 2.02(a) of the 2004A Bonds Indenture. Notice of such redemption shall be given timely by the Escrow Bank in accordance with Section 2.02(d) of the 2004A Bonds Indenture, at the expense of the Successor Agency. In addition, the Escrow Bank shall, on behalf of the Successor Agency, promptly file a notice of material event with respect to the defeasance of the 2004A Bonds in customary form on the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board.

The Escrow Bank may rely upon the verification of _____, certified public accountants, that the total amount deposited in the Escrow Fund pursuant to Section 3, together with investment earnings thereon, will be fully sufficient to pay all interest due with respect to the 2004A Bonds on _____, 2014, and to prepay all principal due with respect to the 2004A Bonds in full on _____, 2014, the date of optional repayment of the 2004A Bonds.

SECTION 7. *Compensation to Escrow Bank.* The Successor Agency shall pay the Escrow Bank full compensation for its duties under this Agreement, including out-of-pocket costs such as publication costs, redemption expenses, legal fees and other costs and expenses relating hereto and, in addition, all fees, costs and expenses relating to the purchase of any Federal Securities after the date hereof. Under no circumstances shall amounts deposited in or credited to the Escrow Fund be deemed to be available for said purposes.

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

The Successor Agency covenants, to the extent permitted by law, to indemnify and hold harmless the Escrow Bank, its officers, directors, employees and agents against any loss, liability or expense, including legal fees, incurred in connection with the performance of any of its duties hereunder including defending against any claim asserted against it hereunder, except the Escrow Bank shall not be indemnified against any loss, liability or expense resulting from its negligence or willful misconduct.

The Escrow Bank undertakes only such duties as are expressly and specifically set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against the Escrow Bank. The Escrow Bank shall not be responsible for any of the recitals or representations made herein other than that the Escrow Bank is qualified to accept and administer the trusts created hereunder. The Escrow Bank shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys deposited with it to pay the principal of or interest or redemption premiums on the 2004A Bonds. The Escrow Bank may conclusively rely on any certification, report, or opinion of certified public accountants in connection with the transactions contemplated hereby and shall not be responsible for verifying the accuracy of any calculations therein. The Escrow Bank shall not have any liability

hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Escrow Bank be liable for any special, indirect or consequential damages. The Escrow Bank shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Escrow Bank, unless it shall be proved that the Escrow Bank was negligent in making such judgment. The Escrow Bank may consult with counsel of its own choice and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel; provided that this sentence shall not be construed to permit the Escrow Bank to alter the terms of this Agreement.

Whenever in the administration of this Agreement the Escrow Bank shall 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 negligence or willful misconduct on the part of the Escrow Bank, be deemed to be conclusively proved and established by a certificate of any authorized representative of the Successor Agency, and such certificate shall, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be full warrant to the Escrow Bank for any action taken or suffered by it under the provisions of this Agreement upon the faith thereof. The Escrow Bank may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided, and shall be protected and indemnified, in acting or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Bank signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

The Escrow Bank may at any time resign by giving written notice to the Successor Agency of such resignation. Upon receipt of such notice, the Successor Agency shall promptly appoint a successor escrow bank; *provided, however*, that such resignation shall not become effective until the acceptance of such successor of the duties of the Escrow Bank hereunder.

The Escrow Bank shall incur no liability for losses arising from any investment made pursuant to this Agreement.

Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its trust business shall be the successor to the Escrow Bank without the execution of filing of any paper or further act, anything herein to the contrary notwithstanding.

The Escrow Bank's rights to indemnification hereunder shall survive its resignation of removal and the termination of this Agreement.

No provisions of this Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur and financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights and powers.

SECTION 9. *Amendment.* This Agreement may be amended by the parties hereto, but only if there shall have been filed with the Successor Agency and the Escrow Bank a written opinion of Bond Counsel stating that such amendment will not materially adversely affect the interests of the owners of the 2004A Bonds, and that such amendment will not cause interest on the 2004A Bonds or the 2014 Bonds to become includable in the gross income of the owners thereof for federal income tax purposes.

SECTION 10. *Execution in Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 11. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Successor Agency and the Escrow Bank have each caused this Agreement to be executed by their duly authorized officers all as of the date first above written.

**SUCCESSOR AGENCY TO THE PALM
SPRINGS COMMUNITY
REDEVELOPMENT AGENCY**

By _____
Executive Director

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Escrow Bank**

By _____
Authorized Officer

EXHIBIT A

SCHEDULE OF FEDERAL SECURITIES

Security	Principal Amount	Interest Rate	Maturity Date	First Interest Payment
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[TO COME]

EXHIBIT B

**PAYMENT AND REDEMPTION SCHEDULE OF THE
2004A BONDS**

<u>Date</u>	<u>Called Principal</u>	<u>Interest</u>	<u>Total</u>
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[TO COME]

2004B BONDS
ESCROW DEPOSIT AND TRUST AGREEMENT

by and among

**SUCCESSOR AGENCY TO THE
PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY,**

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
*as Escrow Bank***

Dated as of May 1, 2014

**Relating to
the Refunding of**

**\$9,075,000
Community Redevelopment Agency of the City of Palm Springs
Merged Project No. 2 Tax Allocation Refunding Bonds, 2004 Series B**

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2004B BONDS ESCROW DEPOSIT AND TRUST AGREEMENT

This 2004B BONDS ESCROW DEPOSIT AND TRUST AGREEMENT (this "Agreement") is made and entered into as of the 1st day of May, 2014, by and between the SUCCESSOR AGENCY TO THE PALM SPRINGS COMMUNITY REDEVELOPMENT AGENCY, a public entity duly created and existing under the laws of the State of California (the "Successor Agency"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, acting as successor trustee for the 2004B Bonds (the "2004B Bonds Trustee") hereinafter referred to and acting as escrow bank hereunder (the "Escrow Bank");

WITNESSETH:

WHEREAS, the Palm Springs Community Redevelopment Agency (the "Former Agency") was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the Health and Safety Code of the State;

WHEREAS, pursuant to Section 34172(a) of the California Health and Safety Code (unless otherwise noted, all Section references hereinafter being to such Code), the Former Agency has been dissolved and no longer exists as a public body, corporate and politic, and pursuant to Section 34173, the City of Palm Springs has become the successor entity to the Former Agency;

WHEREAS, Section 34177.5 authorizes the Successor Agency to undertake proceedings for the refunding of outstanding bonds and other obligations of the Former Agency, subject to the conditions precedent contained in said Section 34177.5;

WHEREAS, the Former Agency issued its Community Redevelopment Agency of the City of Palm Springs Merged Project No. 2 Tax Allocation refunding Bonds, 2004 Series B in the initial principal amount of \$9,075,000 (the "2004B Bonds") pursuant to an Indenture of Trust, dated as of May 1, 2004, by and between the Former Agency and BNY Western Trust Company, as predecessor trustee to the Escrow Bank as trustee, (the "2004B Bonds Indenture");

WHEREAS, the Successor Agency has determined to issue its Successor Agency to the Palm Springs Community Redevelopment Agency 2014 Subordinate Tax Allocation Refunding Bonds (the "2014 Bonds") pursuant to an Indenture of Trust, dated as of May 1, 2014, by and between the Successor Agency and the Escrow Bank, as trustee (the "2014 Bonds Trustee"), for the purpose, among other things, of providing funds to refund and defease the 2004B Bonds.

WHEREAS, the Successor Agency and the Escrow Bank wish to enter into this Agreement for the purpose of providing the terms and conditions relating to the deposit and application of moneys and federal securities (the "Federal Securities") to provide for the redemption of the 2004B Bonds, pursuant to and in accordance with the provisions of the 2004B Bonds Indenture;

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

SECTION 1. *Definition of Federal Securities.* As used herein, the term "Federal Securities" has the meaning of the term "Defeasance Securities" in the 2004B Bonds Indenture and includes cash and U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series).

SECTION 2. *Establishment of Escrow Fund.* There is hereby created the Escrow Fund to be held by the Escrow Bank as an irrevocable escrow securing the redemption of the 2004B Bonds.

All cash and Federal Securities in the Escrow Fund are hereby irrevocably pledged as a special fund for the payment of the principal of and interest on the 2004B Bonds in accordance with the applicable provisions of the 2004B Bonds Indenture. If at any time the Escrow Bank shall receive actual knowledge that the cash and Federal Securities in the Escrow Fund will not be sufficient to make any payment required by Section 4 hereof, the Escrow Bank shall notify the Successor Agency of such fact and the Successor Agency shall immediately cure such deficiency from any source of legally available funds.

SECTION 3. *Deposit into Escrow Fund; Investment of Amounts.* Concurrently with delivery of the 2014 Bonds the Successor Agency shall cause to be transferred to the Escrow Bank for deposit into the Escrow Fund the amount of \$_____ in immediately available funds, which shall be derived from the proceeds of sale of the 2014 Bonds. In addition, the Successor Agency shall cause the amount of \$_____ on deposit in the Reserve Account established for the 2004B Bonds by the 2004B Bonds Indenture to be transferred in immediately available funds to the Escrow Bank for deposit into the Escrow Fund.

Of the total amount of \$_____ deposited in the Escrow Fund, the Escrow Bank shall invest \$_____ in the Federal Securities described in Exhibit A attached hereto and hereby made a part hereof. The Escrow Bank shall hold the remaining \$_____ of such deposit in the Escrow Fund uninvested.

The Federal Securities shall be deposited with and held by the Escrow Bank in the Escrow Fund solely for the uses and purposes set forth herein. The Escrow Bank shall have no lien upon or right of set off against the Federal Securities and cash at any time on deposit in the Escrow Fund.

SECTION 4. *Instructions as to Application of Deposit.* The total amount of Federal Securities and cash deposited in the Escrow Fund pursuant to Section 3 shall be applied by the Escrow Bank for the sole purpose of paying the principal of and interest on the 2004B Bonds, at the times and in the amounts set forth in the schedule shown in Exhibit B attached hereto and by this reference incorporated herein. Following payment in full of such principal of and interest on the 2004B Bonds, all amounts on deposit in the Escrow Fund shall be transferred to the trustee for the 2014 Bonds, for deposit in the Interest Account established for the 2014 Bonds.

SECTION 5. *Application of Certain Terms of 2004B Bonds Documents.* All of the terms of the 2004B Bonds Indenture relating to the making of payments of principal of and interest on the 2004B Bonds, respectively, are incorporated in this Agreement as if set forth in full herein.

The provisions of the 2004B Bonds Indenture relating to the resignation and removal of the 2004B Bonds Trustee are also incorporated in this Agreement as if set forth in full herein and shall be the procedure to be followed with respect to any resignation or removal of the Escrow Bank hereunder.

SECTION 6. *Proceedings for Redemption of Refunded 2004B Bonds.* The Successor Agency hereby irrevocably elects to redeem all of the outstanding 2004B Bonds on _____, 2014, pursuant to the provisions of Section 2.02(a) of the 2004B Bonds Indenture. Notice of such redemption shall be given timely by the Escrow Bank in accordance with Section 2.02(d) of the 2004B Bonds Indenture, at the expense of the Successor Agency. In addition, the Escrow Bank shall, on behalf of the Successor Agency, promptly file a notice of material event with respect to the defeasance of the 2004B Bonds in customary form on the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board.

The Escrow Bank may rely upon the verification of _____, certified public accountants, that the total amount deposited in the Escrow Fund pursuant to Section 3, together with investment earnings thereon, will be fully sufficient to pay all interest due with respect to the 2004B Bonds on _____, 2014, and to prepay all principal due with respect to the 2004B Bonds in full on _____, 2014, the date of optional repayment of the 2004B Bonds.

SECTION 7. *Compensation to Escrow Bank.* The Successor Agency shall pay the Escrow Bank full compensation for its duties under this Agreement, including out-of-pocket costs such as publication costs, redemption expenses, legal fees and other costs and expenses relating hereto and, in addition, all fees, costs and expenses relating to the purchase of any Federal Securities after the date hereof. Under no circumstances shall amounts deposited in or credited to the Escrow Fund be deemed to be available for said purposes.

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

The Successor Agency covenants, to the extent permitted by law, to indemnify and hold harmless the Escrow Bank, its officers, directors, employees and agents against any loss, liability or expense, including legal fees, incurred in connection with the performance of any of its duties hereunder including defending against any claim asserted against it hereunder, except the Escrow Bank shall not be indemnified against any loss, liability or expense resulting from its negligence or willful misconduct.

The Escrow Bank undertakes only such duties as are expressly and specifically set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against the Escrow Bank. The Escrow Bank shall not be responsible for any of the recitals or representations made herein other than that the Escrow Bank is qualified to accept and administer the trusts created hereunder. The Escrow Bank shall not be liable for the accuracy of any calculations provided as to the sufficiency of the moneys deposited with it to pay the principal of or interest or redemption premiums on the 2004B Bonds. The Escrow Bank may conclusively rely on any certification, report, or opinion of certified public accountants in connection with the transactions contemplated hereby and shall not be responsible for verifying the accuracy of any calculations therein. The Escrow Bank shall not have any liability

hereunder except to the extent of its own negligence or willful misconduct. In no event shall the Escrow Bank be liable for any special, indirect or consequential damages. The Escrow Bank shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Escrow Bank, unless it shall be proved that the Escrow Bank was negligent in making such judgment. The Escrow Bank may consult with counsel of its own choice and the opinion of such counsel shall be full and complete authorization to take or suffer in good faith any action in accordance with such opinion of counsel; provided that this sentence shall not be construed to permit the Escrow Bank to alter the terms of this Agreement.

Whenever in the administration of this Agreement the Escrow Bank shall 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 negligence or willful misconduct on the part of the Escrow Bank, be deemed to be conclusively proved and established by a certificate of any authorized representative of the Successor Agency, and such certificate shall, in the absence of negligence or willful misconduct on the part of the Escrow Bank, be full warrant to the Escrow Bank for any action taken or suffered by it under the provisions of this Agreement upon the faith thereof. The Escrow Bank may conclusively rely, as to the truth and accuracy of the statements and correctness of the opinions and the calculations provided, and shall be protected and indemnified, in acting or refraining from acting, upon any written notice, instruction, request, certificate, document or opinion furnished to the Escrow Bank signed or presented by the proper party, and it need not investigate any fact or matter stated in such notice, instruction, request, certificate or opinion.

The Escrow Bank may at any time resign by giving written notice to the Successor Agency of such resignation. Upon receipt of such notice, the Successor Agency shall promptly appoint a successor escrow bank; *provided, however*, that such resignation shall not become effective until the acceptance of such successor of the duties of the Escrow Bank hereunder.

The Escrow Bank shall incur no liability for losses arising from any investment made pursuant to this Agreement.

Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its trust business shall be the successor to the Escrow Bank without the execution of filing of any paper or further act, anything herein to the contrary notwithstanding.

The Escrow Bank's rights to indemnification hereunder shall survive its resignation of removal and the termination of this Agreement.

No provisions of this Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur and financial liability in the performance or exercise of any of its duties hereunder, or in the exercise of its rights and powers.

SECTION 9. *Amendment.* This Agreement may be amended by the parties hereto, but only if there shall have been filed with the Successor Agency and the Escrow Bank a written opinion of Bond Counsel stating that such amendment will not materially adversely affect the interests of the owners of the 2004B Bonds, and that such amendment will not cause interest on the 2004B Bonds or the 2014 Bonds to become includable in the gross income of the owners thereof for federal income tax purposes.

SECTION 10. *Execution in Counterparts.* This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 11. *Applicable Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Successor Agency and the Escrow Bank have each caused this Agreement to be executed by their duly authorized officers all as of the date first above written.

**SUCCESSOR AGENCY TO THE PALM
SPRINGS COMMUNITY
REDEVELOPMENT AGENCY**

By _____
Executive Director

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Escrow Bank**

By _____
Authorized Officer

EXHIBIT A

SCHEDULE OF FEDERAL SECURITIES

Security	Principal Amount	Interest Rate	Maturity Date	First Interest Payment
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[TO COME]

EXHIBIT B

**PAYMENT AND REDEMPTION SCHEDULE OF THE
2004B BONDS**

<u>Date</u>	<u>Called Principal</u>	<u>Interest</u>	<u>Total</u>
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[TO COME]

SOURCES AND USES OF FUNDS

Successor Agency to Palm Springs Community Redevelopment Agency
2014 Subordinate Tax Allocation Bonds

Sources:	Refund 2001 Bonds	Refund 2004 Series A Bonds	Refund 2004 Series B Bonds	Total
Bond Proceeds:				
Par Amount	2,255,000.00	8,650,000.00	6,880,000.00	17,785,000.00
Premium	202,401.35	730,979.35	507,862.40	1,441,243.10
	<u>2,457,401.35</u>	<u>9,380,979.35</u>	<u>7,387,862.40</u>	<u>19,226,243.10</u>
Other Sources of Funds:				
Debt Service Reserve Fund	468,081.00	1,037,200.00	614,256.00	2,119,537.00
Debt Service Fund	468,081.00	773,589.00	407,128.00	1,180,717.00
	<u>468,081.00</u>	<u>1,810,789.00</u>	<u>1,021,384.00</u>	<u>3,300,254.00</u>
	<u>2,925,482.35</u>	<u>11,191,768.35</u>	<u>8,409,246.40</u>	<u>22,526,497.10</u>
Uses:				
Refunding Escrow Deposits:				
Cash Deposit	2,657,372.27	0.75	0.13	2,657,373.15
SLGS Purchases	2,657,372.27	10,168,588.00	7,592,128.00	17,760,716.00
	<u>2,657,372.27</u>	<u>10,168,588.75</u>	<u>7,592,128.13</u>	<u>20,418,089.15</u>
Other Fund Deposits:				
Debt Service Reserve Fund	206,992.84	794,007.99	631,534.68	1,632,535.51
Delivery Date Expenses:				
Cost of Issuance	25,358.45	97,272.98	77,368.57	200,000.00
Underwriter's Discount	15,785.00	60,550.00	48,160.00	124,495.00
Bond Insurance	18,276.09	70,105.61	55,760.30	144,142.00
	<u>59,419.54</u>	<u>227,928.59</u>	<u>181,288.87</u>	<u>468,637.00</u>
Other Uses of Funds:				
Additional Proceeds	1,697.70	1,243.02	4,294.72	7,235.44
	<u>1,697.70</u>	<u>1,243.02</u>	<u>4,294.72</u>	<u>7,235.44</u>
	<u>2,925,482.35</u>	<u>11,191,768.35</u>	<u>8,409,246.40</u>	<u>22,526,497.10</u>

Note: Debt Services Savings Analysis for Successor Agency Board Report of May 7, 2014

SUMMARY OF REFUNDING RESULTS

Successor Agency to Palm Springs Community Redevelopment Agency
2014 Subordinate Tax Allocation Bonds

	Refund 2001 Bonds	Refund 2004 Series A Bonds	Refund 2004 Series B Bonds	Total
Dated Date	08/07/2014	08/07/2014	08/07/2014	08/07/2014
Delivery Date	08/07/2014	08/07/2014	08/07/2014	08/07/2014
Arbitrage Yield	3.732903%	3.732903%	3.732903%	3.732903%
Escrow Yield				
Value of Negative Arbitrage		25,041.43	18,696.56	43,737.99
Bond Par Amount	2,255,000.00	8,650,000.00	6,880,000.00	17,785,000.00
True Interest Cost	2.396455%	3.798119%	4.204736%	3.898857%
Net Interest Cost	2.539908%	4.038006%	4.405544%	4.133357%
Average Coupon	4.491894%	4.888949%	4.955633%	4.899284%
Average Life	4.240	9.108	12.147	9.666
Par amount of refunded bonds	2,655,000.00	9,905,000.00	7,385,000.00	19,945,000.00
Average coupon of refunded bonds	5.429348%	5.437237%	5.708595%	5.566111%
Average life of refunded bonds	4.187	8.712	12.013	9.332
PV of prior debt	2,827,289.30	11,297,149.23	8,900,050.68	23,024,489.21
Net PV Savings	248,592.38	917,579.93	857,262.51	2,023,434.82
Percentage savings of refunded bonds	9.363178%	9.263805%	11.608159%	10.145073%
Percentage savings of refunding bonds	11.024052%	10.607860%	12.460211%	11.377199%

Note: Debt Services Savings Analysis for Successor Agency Board Report of May 7, 2014

BOND PRICING

Successor Agency to Palm Springs Community Redevelopment Agency
2014 Subordinate Tax Allocation Bonds

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Premium (-Discount)
Serial Bonds for 2001 Refunding:						
	09/01/2015	965,000	4.000%	0.630%	103.576	34,508.40
	09/01/2016	1,060,000	4.000%	0.930%	106.269	66,451.40
	09/01/2017	1,110,000	4.000%	1.360%	107.902	87,712.20
	09/01/2018	1,140,000	4.000%	1.770%	108.711	99,305.40
	09/01/2019	1,195,000	4.000%	2.190%	108.634	103,176.30
	09/01/2020	1,245,000	5.000%	2.620%	113.267	165,174.15
	09/01/2021	1,300,000	5.000%	3.000%	112.648	164,424.00
	09/01/2022	985,000	5.000%	3.270%	112.177	119,943.45
	09/01/2023	1,035,000	5.000%	3.470%	111.812	122,254.20
	09/01/2024	545,000	5.000%	3.650%	111.285	61,503.25
	09/01/2025	575,000	5.000%	3.850%	109.519 C	54,734.25
	09/01/2026	600,000	5.000%	3.850%	109.519 C	57,114.00
	09/01/2027	630,000	5.000%	4.000%	108.217 C	51,767.10
	09/01/2028	665,000	5.000%	4.100%	107.359 C	48,937.35
	09/01/2029	695,000	5.000%	4.200%	106.509 C	45,237.55
	09/01/2030	730,000	5.000%	4.300%	105.668 C	41,376.40
	09/01/2031	770,000	5.000%	4.400%	104.834 C	37,221.80
	09/01/2032	805,000	5.000%	4.500%	104.008 C	32,264.40
	09/01/2033	845,000	5.000%	4.600%	103.190 C	26,955.50
	09/01/2034	890,000	5.000%	4.700%	102.380 C	21,182.00
		17,785,000				1,441,243.10

Dated Date	08/07/2014	
Delivery Date	08/07/2014	
First Coupon	03/01/2015	
Par Amount	17,785,000.00	
Premium	1,441,243.10	
Production	19,226,243.10	108.103700%
Underwriter's Discount	(124,495.00)	(0.700000%)
Purchase Price	19,101,748.10	107.403700%
Accrued Interest		
Net Proceeds	19,101,748.10	

Note: Debt Services Savings Analysis for Successor Agency Board Report of May 7, 2014

BOND DEBT SERVICE BREAKDOWN

Successor Agency to Palm Springs Community Redevelopment Agency
2014 Subordinate Tax Allocation Bonds

Period Ending	Refund 2001 Bonds	Refund 2004 Series A Bonds	Refund 2004 Series B Bonds	Total
09/01/2015	383,840	921,840	549,506.67	1,855,186.67
09/01/2016	381,150	920,250	554,550.00	1,855,950.00
09/01/2017	384,350	923,850	555,350.00	1,863,550.00
09/01/2018	381,950	916,450	550,750.00	1,849,150.00
09/01/2019	384,150	923,450	550,950.00	1,858,550.00
09/01/2020	385,750	924,250	550,750.00	1,860,750.00
09/01/2021	383,250	922,750	547,500.00	1,853,500.00
09/01/2022		924,750	548,750.00	1,473,500.00
09/01/2023		920,000	554,250.00	1,474,250.00
09/01/2024		383,750	548,750.00	932,500.00
09/01/2025		382,500	552,750.00	935,250.00
09/01/2026		380,750	550,750.00	931,500.00
09/01/2027		383,500	548,000.00	931,500.00
09/01/2028		380,500	554,500.00	935,000.00
09/01/2029		382,000	549,750.00	931,750.00
09/01/2030		382,750	549,250.00	932,000.00
09/01/2031		382,750	552,750.00	935,500.00
09/01/2032		382,000	550,000.00	932,000.00
09/01/2033		380,500	551,250.00	931,750.00
09/01/2034		383,250	551,250.00	934,500.00
	2,684,440	12,501,840	11,021,356.67	26,207,636.67

Note: Debt Services Savings Analysis for Successor Agency Board Report of May 7, 2014

DETAILED BOND DEBT SERVICE

Successor Agency to Palm Springs Community Redevelopment Agency
Refund 2001 Bonds

Serial Bonds for 2001 Refunding

Period Ending	Principal	Coupon	Interest	Debt Service
09/01/2015	280,000	4.000%	103,840	383,840
09/01/2016	295,000	4.000%	86,150	381,150
09/01/2017	310,000	4.000%	74,350	384,350
09/01/2018	320,000	4.000%	61,950	381,950
09/01/2019	335,000	4.000%	49,150	384,150
09/01/2020	350,000	5.000%	35,750	385,750
09/01/2021	365,000	5.000%	18,250	383,250
	2,255,000		429,440	2,684,440

DETAILED BOND DEBT SERVICE

Successor Agency to Palm Springs Community Redevelopment Agency
Refund 2004 Series A Bonds

Serial Bonds for 2004A Refunding

Period Ending	Principal	Coupon	Interest	Debt Service
09/01/2015	490,000	4.000%	431,840	921,840
09/01/2016	535,000	4.000%	385,250	920,250
09/01/2017	560,000	4.000%	363,850	923,850
09/01/2018	575,000	4.000%	341,450	916,450
09/01/2019	605,000	4.000%	318,450	923,450
09/01/2020	630,000	5.000%	294,250	924,250
09/01/2021	660,000	5.000%	262,750	922,750
09/01/2022	695,000	5.000%	229,750	924,750
09/01/2023	725,000	5.000%	195,000	920,000
09/01/2024	225,000	5.000%	158,750	383,750
09/01/2025	235,000	5.000%	147,500	382,500
09/01/2026	245,000	5.000%	135,750	380,750
09/01/2027	260,000	5.000%	123,500	383,500
09/01/2028	270,000	5.000%	110,500	380,500
09/01/2029	285,000	5.000%	97,000	382,000
09/01/2030	300,000	5.000%	82,750	382,750
09/01/2031	315,000	5.000%	67,750	382,750
09/01/2032	330,000	5.000%	52,000	382,000
09/01/2033	345,000	5.000%	35,500	380,500
09/01/2034	365,000	5.000%	18,250	383,250
	8,650,000		3,851,840	12,501,840

DETAILED BOND DEBT SERVICE

Successor Agency to Palm Springs Community Redevelopment Agency
Refund 2004 Series B Bonds

Serial Bonds for 2004B Refunding

Period Ending	Principal	Coupon	Interest	Debt Service
09/01/2015	195,000	4.000%	354,506.67	549,506.67
09/01/2016	230,000	4.000%	324,550.00	554,550.00
09/01/2017	240,000	4.000%	315,350.00	555,350.00
09/01/2018	245,000	4.000%	305,750.00	550,750.00
09/01/2019	255,000	4.000%	295,950.00	550,950.00
09/01/2020	265,000	5.000%	285,750.00	550,750.00
09/01/2021	275,000	5.000%	272,500.00	547,500.00
09/01/2022	290,000	5.000%	258,750.00	548,750.00
09/01/2023	310,000	5.000%	244,250.00	554,250.00
09/01/2024	320,000	5.000%	228,750.00	548,750.00
09/01/2025	340,000	5.000%	212,750.00	552,750.00
09/01/2026	355,000	5.000%	195,750.00	550,750.00
09/01/2027	370,000	5.000%	178,000.00	548,000.00
09/01/2028	395,000	5.000%	159,500.00	554,500.00
09/01/2029	410,000	5.000%	139,750.00	549,750.00
09/01/2030	430,000	5.000%	119,250.00	549,250.00
09/01/2031	455,000	5.000%	97,750.00	552,750.00
09/01/2032	475,000	5.000%	75,000.00	550,000.00
09/01/2033	500,000	5.000%	51,250.00	551,250.00
09/01/2034	525,000	5.000%	26,250.00	551,250.00
	6,880,000		4,141,356.67	11,021,356.67

SAVINGS

Successor Agency to Palm Springs Community Redevelopment Agency
2014 Subordinate Tax Allocation Bonds

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Present Value to 08/07/2014 @ 3.7329028%
09/01/2014	1,180,716.88	1,180,717.00	(0.12)		(0.12)	(2,907.78)
09/01/2015	2,113,270.02		2,113,270.02	1,855,186.67	258,083.35	250,409.83
09/01/2016	2,114,695.02		2,114,695.02	1,855,950.00	258,745.02	242,758.19
09/01/2017	2,118,015.02		2,118,015.02	1,863,550.00	254,465.02	230,009.69
09/01/2018	2,107,655.02		2,107,655.02	1,849,150.00	258,505.02	224,995.06
09/01/2019	2,112,618.76		2,112,618.76	1,858,550.00	254,068.76	212,996.18
09/01/2020	2,113,062.50		2,113,062.50	1,860,750.00	252,312.50	203,704.50
09/01/2021	2,109,425.00		2,109,425.00	1,853,500.00	255,925.00	199,000.05
09/01/2022	1,646,665.00		1,646,665.00	1,473,500.00	173,165.00	129,210.66
09/01/2023	1,648,640.00		1,648,640.00	1,474,250.00	174,390.00	125,336.55
09/01/2024	1,042,000.00		1,042,000.00	932,500.00	109,500.00	76,003.95
09/01/2025	1,039,825.00		1,039,825.00	935,250.00	104,575.00	69,943.00
09/01/2026	1,040,950.00		1,040,950.00	931,500.00	109,450.00	70,492.82
09/01/2027	1,040,100.00		1,040,100.00	931,500.00	108,600.00	67,375.35
09/01/2028	1,042,275.00		1,042,275.00	935,000.00	107,275.00	64,106.37
09/01/2029	1,037,187.50		1,037,187.50	931,750.00	105,437.50	60,689.66
09/01/2030	1,040,125.00		1,040,125.00	932,000.00	108,125.00	59,931.87
09/01/2031	1,045,525.00		1,045,525.00	935,500.00	110,025.00	58,726.27
09/01/2032	1,038,100.00		1,038,100.00	932,000.00	106,100.00	54,539.17
09/01/2033	1,038,412.50		1,038,412.50	931,750.00	106,662.50	52,793.27
09/01/2034	1,045,900.00		1,045,900.00	934,500.00	111,400.00	53,086.22
	30,715,163.22	1,180,717.00	29,534,446.22	26,207,636.67	3,326,809.55	2,503,200.87

Savings Summary

PV of savings from cash flow	2,503,200.87
Less: Prior funds on hand	(2,119,537.00)
Plus: Refunding funds on hand	1,639,770.95
Net PV Savings	2,023,434.82

Note: Debt Services Savings Analysis for Successor Agency Board Report of May 7, 2014

SAVINGS

Successor Agency to Palm Springs Community Redevelopment Agency
Refund 2001 Bonds

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 08/07/2014 @ 3.7329028%
09/01/2015	467,336.26	383,840.00	83,496.26	81,944.27
09/01/2016	465,761.26	381,150.00	84,611.26	80,062.68
09/01/2017	468,081.26	384,350.00	83,731.26	76,326.97
09/01/2018	464,181.26	381,950.00	82,231.26	72,202.03
09/01/2019	464,025.00	384,150.00	79,875.00	67,569.00
09/01/2020	467,300.00	385,750.00	81,550.00	66,399.46
09/01/2021	464,200.00	383,250.00	80,950.00	63,478.42
	3,260,885.04	2,684,440.00	576,445.04	507,982.84

Savings Summary

PV of savings from cash flow	507,982.84
Less: Prior funds on hand	(468,081.00)
Plus: Refunding funds on hand	208,690.54
Net PV Savings	248,592.38

SAVINGS

Successor Agency to Palm Springs Community Redevelopment Agency
Refund 2004 Series A Bonds

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Present Value to 08/07/2014 @ 3.7329028%
09/01/2014	773,588.75	773,589.00	(0.25)		(0.25)	(1,905.31)
09/01/2015	1,036,677.50		1,036,677.50	921,840.00	114,837.50	110,779.69
09/01/2016	1,034,927.50		1,034,927.50	920,250.00	114,677.50	107,013.99
09/01/2017	1,036,927.50		1,036,927.50	923,850.00	113,077.50	101,644.96
09/01/2018	1,032,427.50		1,032,427.50	916,450.00	115,977.50	100,392.33
09/01/2019	1,035,447.50		1,035,447.50	923,450.00	111,997.50	93,377.77
09/01/2020	1,036,322.50		1,036,322.50	924,250.00	112,072.50	89,973.20
09/01/2021	1,035,360.00		1,035,360.00	922,750.00	112,610.00	87,088.14
09/01/2022	1,037,200.00		1,037,200.00	924,750.00	112,450.00	83,771.57
09/01/2023	1,035,400.00		1,035,400.00	920,000.00	115,400.00	82,792.38
09/01/2024	431,400.00		431,400.00	383,750.00	47,650.00	33,047.36
09/01/2025	428,200.00		428,200.00	382,500.00	45,700.00	30,540.32
09/01/2026	429,450.00		429,450.00	380,750.00	48,700.00	31,339.48
09/01/2027	429,875.00		429,875.00	383,500.00	46,375.00	28,754.21
09/01/2028	429,475.00		429,475.00	380,500.00	48,975.00	29,242.21
09/01/2029	428,250.00		428,250.00	382,000.00	46,250.00	26,605.03
09/01/2030	431,200.00		431,200.00	382,750.00	48,450.00	26,838.97
09/01/2031	433,050.00		433,050.00	382,750.00	50,300.00	26,832.94
09/01/2032	428,800.00		428,800.00	382,000.00	46,800.00	24,047.69
09/01/2033	428,725.00		428,725.00	380,500.00	48,225.00	23,862.03
09/01/2034	432,550.00		432,550.00	383,250.00	49,300.00	23,489.96
	14,825,253.75	773,589.00	14,051,664.75	12,501,840.00	1,549,824.75	1,159,528.92

Savings Summary

PV of savings from cash flow	1,159,528.92
Less: Prior funds on hand	(1,037,200.00)
Plus: Refunding funds on hand	795,251.01
Net PV Savings	917,579.93

SAVINGS

Successor Agency to Palm Springs Community Redevelopment Agency
Refund 2004 Series B Bonds

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Present Value to 08/07/2014 @ 3.7329028%
09/01/2014	407,128.13	407,128.00	0.13		0.13	(1,002.47)
09/01/2015	609,256.26		609,256.26	549,506.67	59,749.59	57,685.87
09/01/2016	614,006.26		614,006.26	554,550.00	59,456.26	55,681.52
09/01/2017	613,006.26		613,006.26	555,350.00	57,656.26	52,037.76
09/01/2018	611,046.26		611,046.26	550,750.00	60,296.26	52,400.71
09/01/2019	613,146.26		613,146.26	550,950.00	62,196.26	52,049.41
09/01/2020	609,440.00		609,440.00	550,750.00	58,690.00	47,331.83
09/01/2021	609,865.00		609,865.00	547,500.00	62,365.00	48,433.48
09/01/2022	609,465.00		609,465.00	548,750.00	60,715.00	45,439.10
09/01/2023	613,240.00		613,240.00	554,250.00	58,990.00	42,544.17
09/01/2024	610,600.00		610,600.00	548,750.00	61,850.00	42,956.59
09/01/2025	611,625.00		611,625.00	552,750.00	58,875.00	39,402.68
09/01/2026	611,500.00		611,500.00	550,750.00	60,750.00	39,153.33
09/01/2027	610,225.00		610,225.00	548,000.00	62,225.00	38,621.14
09/01/2028	612,800.00		612,800.00	554,500.00	58,300.00	34,864.16
09/01/2029	608,937.50		608,937.50	549,750.00	59,187.50	34,084.63
09/01/2030	608,925.00		608,925.00	549,250.00	59,675.00	33,092.89
09/01/2031	612,475.00		612,475.00	552,750.00	59,725.00	31,893.33
09/01/2032	609,300.00		609,300.00	550,000.00	59,300.00	30,491.48
09/01/2033	609,687.50		609,687.50	551,250.00	58,437.50	28,931.24
09/01/2034	613,350.00		613,350.00	551,250.00	62,100.00	29,596.26
	12,629,024.43	407,128.00	12,221,896.43	11,021,356.67	1,200,539.76	835,689.11

Savings Summary

PV of savings from cash flow	835,689.11
Less: Prior funds on hand	(614,256.00)
Plus: Refunding funds on hand	635,829.40
Net PV Savings	857,262.51

ESCROW REQUIREMENTS

Successor Agency to Palm Springs Community Redevelopment Agency
Refund 2001 Bonds

2001 Housing Tax Allocation Bonds

Period Ending	Interest	Principal Redeemed	Total
08/07/2014	2,372.27	2,655,000.00	2,657,372.27
	2,372.27	2,655,000.00	2,657,372.27

ESCROW REQUIREMENTS

Successor Agency to Palm Springs Community Redevelopment Agency
Refund 2004 Series A Bonds

Merged No. 1 Tax Allocation Refunding Bonds, 2004A

Period Ending	Principal	Interest	Principal Redeemed	Total
09/01/2014	510,000.00	263,588.75	9,395,000.00	10,168,588.75
	510,000.00	263,588.75	9,395,000.00	10,168,588.75

ESCROW REQUIREMENTS

Successor Agency to Palm Springs Community Redevelopment Agency
Refund 2004 Series B Bonds

Merged No. 2 Tax Allocation Refunding Bonds, 2004B

Period Ending	Principal	Interest	Principal Redeemed	Total
09/01/2014	200,000.00	207,128.13	7,185,000.00	7,592,128.13
	200,000.00	207,128.13	7,185,000.00	7,592,128.13