

In the opinion of Rutan & Tucker, LLP, Bond Counsel to the City, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding any other tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See "TAX MATTERS" herein.

\$50,625,000

CITY OF IRVINE

**LIMITED OBLIGATION IMPROVEMENT BONDS
REASSESSMENT DISTRICT NO. 15-2**

Dated: Date of Delivery

Due: September 2, as shown on the inside cover page

The \$50,625,000 aggregate principal amount of City of Irvine Limited Obligation Improvement Bonds Reassessment District No. 15-2 (the "Bonds") are being issued pursuant to provisions of the Improvement Bond Act of 1915, as amended, being Division 10 of the California Streets and Highways Code, and the Refunding Act of 1984 for 1915 Improvement Act Bonds, as amended, being Division 11.5 of the California Streets and Highways Code and an Indenture of Trust, dated as of July 1, 2015, by and between the City of Irvine (the "City") and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Indenture"). The Bonds are payable from unpaid Reassessments (as defined herein) levied on the parcels within the City's Reassessment District No. 15-2.

Interest on the Bonds will be payable on March 2 and September 2 of each year, commencing March 2, 2016. All Bonds will bear interest from their date of delivery, as indicated above. Initially, the Bonds will be delivered in fully registered form only and when delivered will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Except as described herein, ownership interests in the Bonds may be purchased in denominations of \$5,000 or any integral multiple thereof, in book-entry form only as described herein. Upon receipt of payments of principal of, premium, if any, and interest on the Bonds, DTC will in turn remit such principal, premium, if any, and interest to the participants in DTC (as described herein) for subsequent disbursement to the Beneficial Owners (as defined in Appendix E) of the Bonds. See "THE BONDS – Book-Entry System" herein.

The Bonds are subject to optional and mandatory redemption prior to maturity as described herein.

Proceeds from the sale of the Bonds, together with certain other amounts, will be used to (a) pay upon maturity or refund certain outstanding limited obligation improvement bonds of certain of the City's previously-formed assessment districts and reassessment districts, (b) fund, or provide for the purchase of a debt service reserve fund policy for, the reserve fund for the Bonds, and (c) pay costs associated with the sale and delivery of the Bonds.

The obligations of the City under the Bonds are not general obligations of the City, but are limited obligations, payable solely from the Reassessments and the other assets pledged therefor under the Indenture. Neither the faith and credit nor the taxing power of the City, or the State of California, or any political subdivision thereof, is pledged to the payment of the Bonds. Notwithstanding any other provision of the Indenture, the City is not obligated to advance available funds from the City treasury to cure any deficiency in the Redemption Fund.

MATURITY SCHEDULE

See Inside Cover Page

Investment in the Bonds involves risks which may not be appropriate for some investors. See "SPECIAL RISK FACTORS" for a discussion of certain risk factors that should be considered, in addition to the other matters set forth herein, in evaluating the investment quality of the Bonds.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT IN ORDER TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Bonds are offered when, as and if issued and delivered to the Underwriters. The Bonds are subject to the approval as to certain legal matters by Rutan & Tucker, LLP, Costa Mesa, California, Bond Counsel, and the satisfaction of certain other conditions. Certain legal matters will be passed upon for the City by Rutan & Tucker, LLP, Costa Mesa, California, City Attorney, and by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California as Disclosure Counsel. Certain legal matters will be passed on for the Underwriters by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California. It is anticipated that the Bonds will be available for delivery in book-entry form through the facilities of DTC on or about August 12, 2015.

STIFEL

PiperJaffray

MATURITY SCHEDULE

CITY OF IRVINE LIMITED OBLIGATION IMPROVEMENT BONDS REASSESSMENT DISTRICT NO. 15-2

Base CUSIP No. 46360R[†]

Maturity Date September 2	Principal Amount	Interest Rate	Yield	CUSIP[†]
2016	\$1,420,000	2.00%	0.85%	SZ1
2017	1,590,000	3.00	1.23	TA5
2018	1,635,000	4.00	1.57	TB3
2019	1,700,000	4.00	1.88	TC1
2020	1,775,000	4.00	2.19	TD9
2021	1,845,000	5.00	2.46	TE7
2022	1,930,000	5.00	2.81	TF4
2023	2,025,000	5.00	2.98	TG2
2024	2,125,000	5.00	3.14	TH0
2025	2,225,000	5.00	3.26	TJ6
2026	2,345,000	5.00	3.40*	TK3
2027	880,000	3.50	3.66	TL1
2027	1,575,000	5.00	3.56*	TW7
2028	2,570,000	5.00	3.65*	TM9
2029	2,700,000	5.00	3.72*	TN7
2030	2,835,000	5.00	3.79*	TP2
2031	1,000,000	3.75	3.95	TQ0
2031	1,975,000	5.00	3.85*	TX5
2032	1,530,000	4.00	4.00	TR8
2032	1,580,000	5.00	3.90*	TY3
2033	1,175,000	5.00	3.95*	TS6
2034	1,230,000	5.00	3.99*	TT4
2035	1,295,000	5.00	4.03*	TU1

\$1,500,000 4.25% Term Bonds due September 2, 2042; Yield 4.34%; CUSIP[†] TV9

\$8,165,000 5.00% Term Bonds due September 2, 2042; Yield 4.23%; CUSIP[†] TZ0

[†] CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by S&P Capital IQ. Copyright© 2015 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the City, the Underwriters or their agents or counsel assume responsibility for the accuracy of such numbers.

* Priced to an assumed par call on September 2, 2025.

No dealer, broker, salesperson or other person has been authorized by the City or the Underwriters to give any information or to make any representations with respect to the City or the Bonds other than the information contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized by the City or the Underwriters. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as a representation of facts.

Certain of the information set forth herein has been obtained from sources which the City believes to be reliable, but such information is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice; and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City since the date hereof. The information set forth in this Official Statement is not guaranteed as to accuracy or completeness by the Underwriters, and this Official Statement is not to be construed as a representation by the Underwriters.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement, each in accordance with, and as a part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

All summaries of the Indenture or other documents are made subject to the complete provisions thereof and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the City for further information in connection therewith. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

CERTAIN STATEMENTS CONTAINED IN THIS OFFICIAL STATEMENT REFLECT NOT HISTORICAL FACTS BUT FORECASTS AND "FORWARD-LOOKING STATEMENTS." NO ASSURANCE CAN BE GIVEN THAT THE FUTURE RESULTS DISCUSSED HEREIN WILL BE ACHIEVED, AND ACTUAL RESULTS MAY DIFFER MATERIALLY FROM THE FORECASTS DESCRIBED HEREIN. IN THIS RESPECT, THE WORDS "ESTIMATE," "PROJECT," "ANTICIPATE," "EXPECT," "INTEND," "BELIEVE" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. ALL PROJECTIONS, FORECASTS, ASSUMPTIONS, EXPRESSIONS OF OPINIONS, ESTIMATES AND OTHER FORWARD-LOOKING STATEMENTS ARE EXPRESSLY QUALIFIED IN THEIR ENTIRETY BY THE CAUTIONARY STATEMENTS SET FORTH IN THIS OFFICIAL STATEMENT.

The City maintains a website. However, the information presented on that website is not part of this Official Statement and should not be relied upon in making investment decisions with respect to the Bonds.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENT AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE HEREOF AND SUCH PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS.

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CITY OF IRVINE

MAYOR AND CITY COUNCIL

Steven Choi, Mayor
Jeffrey Lalloway, Mayor Pro Tem
Beth Krom, Councilmember
Lynn Schott, Councilmember
Christina Shea, Councilmember

CITY STAFF

Sean Joyce, City Manager
Sharon Landers, Assistant City Manager
Eric Tolles, Assistant City Manager, Great Park
Don Collins, City Treasurer
Molly McLaughlin, City Clerk
Todd O. Litfin (Rutan & Tucker, LLP), City Attorney
Ken Brown, Director of Administrative Services
Tim Gehrich, Acting Director of Community Development
Cindy Collins, Interim Director of Community Services
David L. Maggard, Jr., Director of Public Safety/Chief of Police
Manuel Gomez, Director of Public Works
Teri Washle, Interim Manager of Fiscal Services
Mark L. Carroll, City Engineer

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Los Angeles, California

Reassessment Engineer

Willdan Financial Services
Anaheim, California

Financial Advisor to the City

Fieldman, Rolapp & Associates
Irvine, California

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Stradling Yocca Carlson & Rauth, a Professional Corporation
Newport Beach, California

Trustee and Escrow Bank for Prior Bonds

The Bank of New York Mellon Trust Company, N.A.
Los Angeles, California

Verification Agent for Prior Bonds

Causey Demgen & Moore P.C.
Denver, Colorado

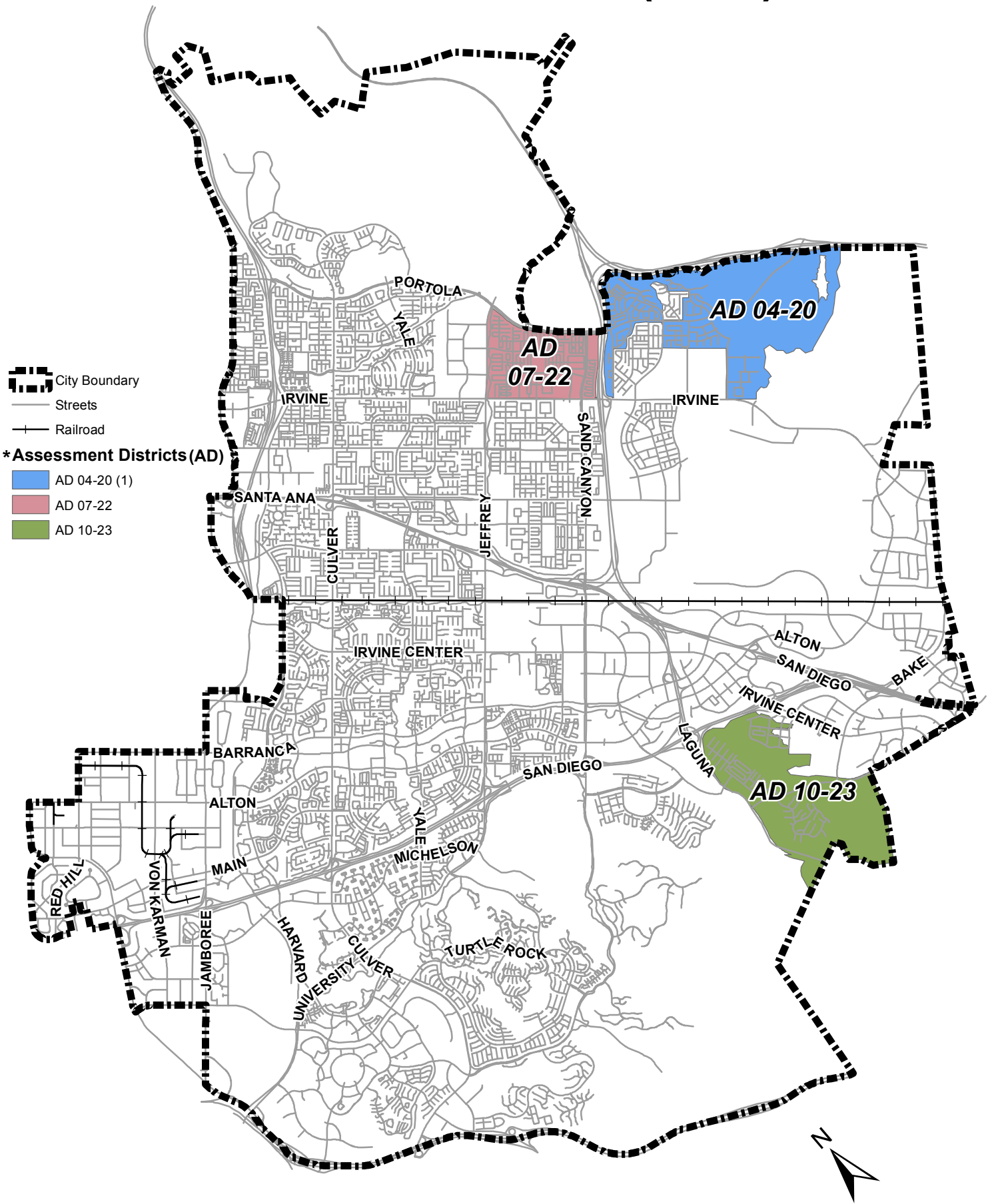
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Reassessment District (RAD) 15-2



- City Boundary
- Streets
- Railroad

***Assessment Districts (AD)**

- AD 04-20 (1)
- AD 07-22
- AD 10-23

* Portions of the AD outlined are included in RAD 15-2
 (1) AD 04-20 was reassessed on December 1, 2011 and now RAD 04-20



OFFICIAL STATEMENT

\$50,625,000

CITY OF IRVINE

LIMITED OBLIGATION IMPROVEMENT BONDS REASSESSMENT DISTRICT NO. 15-2

INTRODUCTION

This Official Statement (which includes the cover page, inside cover page, the table of contents and the Appendices attached hereto) is furnished by the City of Irvine (the “City”) to provide information concerning the City of Irvine Limited Obligation Improvement Bonds Reassessment District No. 15-2, issued in the aggregate principal amount of \$50,625,000 (the “Bonds”). The Bonds are being issued pursuant to provisions of the Refunding Act of 1984 for 1915 Improvement Act Bonds (Division 11.5 of the California Streets and Highways Code) and an Indenture of Trust, dated as of July 1, 2015 (the “Indenture”), by and between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”). See “THE BONDS.” Capitalized terms not defined elsewhere in this Official Statement have the meanings assigned to such terms in the Indenture.

Proceeds from the sale of the Bonds, together with certain other amounts, will be used to (a) pay upon maturity or refund certain outstanding limited obligation improvement bonds of certain of the City’s previously-formed assessment districts and reassessment districts (the “Prior Bonds”) as described herein, (b) fund a debt service reserve fund for the Bonds, and (c) pay costs associated with the sale and delivery of the Bonds. See “PLAN OF FINANCING” and “ESTIMATED SOURCES AND USES OF FUNDS.” The net proceeds of the Prior Bonds were applied to finance or refinance the costs of the acquisition and construction of infrastructure improvements constructed for the benefit of the previously-formed assessment districts and reassessment districts, now comprising the Reassessment District, including streets, traffic signals, trails, drainage/water quality facilities, a fire station and dry utility improvements, soundwalls and bike, equestrian and pedestrian trails. The public improvements financed with the proceeds of the Prior Bonds and all in-tract improvements have been substantially completed.

According to Fiscal Year 2014-15 County of Orange (the “County”) property ownership records, as of January 1, 2014, an aggregate of 2,110 assessed parcels, comprised of the parcels within Assessment District No. 07-22, Group 1, Assessment District No. 07-22, Group 2, Assessment District No. 07-22, Group 3, Assessment District No. 10-23, Series A, and Reassessment District No. 04-20, Group 2 (collectively, the “Prior Assessment Districts”), the assessments and reassessments on which secure the Prior Bonds, will be included in Reassessment District No. 15-2 (the “Reassessment District”). These parcels have a total assessed value of \$1,422,450,259 for Fiscal Year 2014-15. Based on the share of the lien representing the \$50,625,000 principal amount of Bonds, the direct and overlapping-to-lien ratio for Fiscal Year 2014-15 is approximately 9.81 to 1. The \$50,625,000 principal amount of Bonds constitutes direct debt for the assessable property in the Reassessment District. As set forth in Table 8 under “THE REASSESSMENT DISTRICT – Direct and Overlapping Debt” below, there is approximately \$94.4 million of other outstanding direct and overlapping tax indebtedness applicable to taxable property in the Reassessment District. The estimated direct and overlapping debt allocable to the assessed parcels in the Reassessment District following the refunding of the Prior Bonds will be approximately \$145 million. Currently, 1,961 (or approximately 93%) of the parcels located in the Reassessment District have a value-to-lien ratio for Fiscal Year 2014-15, based on the share of the lien represented by the Bonds (in other words \$47,466,303) plus their share of overlapping debt of at least 5 to 1, representing approximately 93% of the total Reassessments (as defined herein).

As of January 1, 2014 and according to the County's Fiscal Year 2014-15 property ownership records, of the 2,110 parcels to be included in the Reassessment District, all but 62 were developed with substantially occupied residential improvements. In order to evaluate the current status of development of these 62 parcels, the City has reviewed building permit applications and the following development status is of record as of the date hereof: approximately 48 of these have been issued final building permits and are ready for occupancy or occupied, 13 have building permits issued, and 1 has no permit activity. See "THE REASSESSMENT DISTRICT – Land Uses and Development Status."

Assessments and/or reassessments have been levied on all of the assessable parcels within the Reassessment District. Upon issuance of the Prior Bonds, the Prior Bonds were secured by the unpaid assessments or reassessments, as applicable, levied on parcels within the area constituting the Reassessment District, together with interest thereon. Upon the issuance of the Bonds, the Reassessments levied on the parcels within the Reassessment District will secure the Bonds and the original assessments or reassessments, as applicable, will be superseded and supplanted. As defined in the Indenture, the term "Reassessments" means the reassessments levied within the Reassessment District by the City Council under the proceedings taken pursuant to the Resolution of Intention. The unpaid Reassessments represent fixed liens against all of the assessable property within the Reassessment District. Installments of principal and interest sufficient to meet debt service on the Bonds (the "Reassessment Installments") will be included on the regular County tax bills sent to owners of the lots within the Reassessment District against which there are unpaid Reassessments.

The Bonds are secured by and payable solely from the Reassessments and other assets pledged under the Indenture. All obligations of the City under the Bonds are not general obligations of the City, but are limited obligations, payable solely from the Reassessments and the other assets pledged therefor under the Indenture. Neither the faith and credit nor the taxing power of the City or the State of California (the "State"), or any political subdivision thereof, is pledged to the payment of the Bonds.

There are certain risks associated with the purchase of the Bonds. See "SPECIAL RISK FACTORS."

The summaries and references to documents, statutes, reports and other instruments referred to herein do not purport to be complete, comprehensive or definitive, and each such summary and reference is qualified in its entirety by reference to each document, statute, report or instrument.

PLAN OF FINANCING

On July 14, 2015, the City Council of the City (the "City Council") confirmed a total Reassessment lien in the amount of \$53,120,000 on the Reassessment District on the basis of the preliminary principal amount for the Bonds. Proceeds from the sale of the Bonds, together with certain other amounts available under the respective documents pursuant to which the Prior Bonds were issued, will be used to (a) pay upon maturity or refund the Prior Bonds, (b) fund, or provide for the purchase of a debt service reserve fund policy for, the reserve fund for the Bonds, and (c) pay costs associated with the sale and delivery of the Bonds. The Prior Bonds were issued pursuant to separate bond indentures or fiscal agent agreements, as amended and supplemented, each by and between the City and a bond trustee or fiscal agent as parties. The Prior Bonds were issued in accordance with the Municipal Improvement Act of 1913 (Division 12 of the California Streets and Highways Code), the Improvement Bond Act of 1915 (Division 10 of the California Streets and Highways Code), Chapter 5 of Division 7 of Title 2 of the City of Irvine Municipal Code, and Article XIID of the Constitution of the State of California.

Proceeds of the sale of the Bonds, together with other moneys available therefore, in an amount sufficient to pay upon maturity or refund the Prior Bonds will be deposited in an irrevocable escrow fund

(the “Escrow Fund”) established by the City with The Bank of New York Mellon Trust Company, N.A. (the “Escrow Bank”), pursuant to an Escrow Agreement, dated as of July 1, 2015 (the “Escrow Agreement”), by and between the Escrow Bank and the City. Amounts in the Escrow Fund will be an amount sufficient, as held uninvested, to pay the principal of and interest on the Prior Bonds to and including September 2, 2015 and to pay the redemption price thereof on September 2, 2015, as verified by Causey Demgen & Moore P.C. (the “Verification Agent”). See “ESTIMATED SOURCES AND USES OF FUNDS.”

The securities and other monies held under the Escrow Agreement are pledged to the payment of the Prior Bonds to be paid upon the maturity or redemption thereof and neither the principal of nor the interest thereon will be available for the payment of the Bonds.

The following table sets forth the Prior Assessment Districts and designated groups in which are located the parcels whose assessments or reassessments, as applicable, secure the Prior Bonds and the outstanding principal amount of each issue of Prior Bonds as of the date hereof.

Table 1
City of Irvine
Reassessment District No. 15-2
Description of Prior Bonds

Prior District	Group/Prior Bond	Principal Amount *	Number of Parcels †	Final Payment Date (Sept. 2,)
AD 07-22	Group One	\$18,445,000	957	2032
AD 07-22	Group Two	2,820,000	168	2032
AD 07-22	Group Three	5,840,000	215	2032
AD 10-23	Series A	22,116,000	596	2041
RAD 04-20	Group Two	7,185,000	174	2042
		\$56,406,000	2,110	

The City issued \$20,415,000 of its City of Irvine Assessment District No. 07-22 Limited Obligation Improvement Bonds, Group One (the “AD No. 07-22 Group 1 Bonds”) on or about November 2, 2010, pursuant to an Indenture, dated as of May 1, 2007, as amended and supplemented by a First Supplemental Indenture, dated as of October 1, 2010 (the “AD No. 07-22 Group 1 Indenture”), each between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the “AD No. 07-22 Trustee”), for the purpose of financing certain capital facilities within AD No. 07-22. As described in Table 1 above, \$18,445,000 of the AD No. 07-22 Group 1 Bonds are outstanding. The portion of Assessment District No. 07-22 consisting of the 957 Group One Designated Parcels that secured the AD No. 07-22 Group 1 Bonds and did not heretofore prepay such assessments (the “AD No. 07-22 Group 1 Designated Parcels”) is part of the Reassessment District.

The City issued \$3,095,000 of its City of Irvine Assessment District No. 07-22 Limited Obligation Improvement Bonds, Group Two (the “AD No. 07-22 Group 2 Bonds”) on or about May 11, 2011, pursuant to an Indenture, dated as of May 1, 2007, as amended and supplemented by a First Supplemental Indenture, dated as of October 1, 2010, and a Second Supplemental Indenture and a Third Supplemental Indenture, each dated as of April 1, 2011 (the “AD No. 07-22 Group 2 Indenture”), each between the City and the AD No. 07-22 Trustee, for the purpose of financing certain capital facilities

* Amounts shown include principal due on September 2, 2015 notwithstanding that assessment installments have been billed and are on account with the respective trustee.

† Represents parcel count as of January 1, 2014 configuration.

within AD No. 07-22. As described in Table 1 above, \$2,820,000 of the AD No. 07-22 Group 2 Bonds are outstanding. The portion of Assessment District No. 07-22 consisting of the 168 Group Two Designated Parcels that secured the AD No. 07-22 Group 2 Bonds and did not heretofore prepay such assessments (the “AD No. 07-22 Group 2 Designated Parcels”) is part of the Reassessment District.

The City issued \$5,840,000 of its City of Irvine Assessment District No. 07-22 Limited Obligation Improvement Bonds, Group Three (the “AD No. 07-22 Group 3 Bonds”) on or about July 19, 2012, pursuant to an Indenture, dated as of May 1, 2007, as amended and supplemented by a First Supplemental Indenture, dated as of October 1, 2010, a Second Supplemental Indenture and a Third Supplemental Indenture, each dated as of April 1, 2011, and a Fourth Supplemental Indenture, dated as of June 1, 2012 (the “AD No. 07-22 Group 3 Indenture”), each between the City and the AD No. 07-22 Trustee, for the purpose of financing certain capital facilities within AD No. 07-22. As described in Table 1 above, \$5,840,000 of the AD No. 07-22 Group 3 Bonds are outstanding. The portion of AD No. 07-22 consisting of the 215 parcels that secured the AD No. 07-22 Group 3 Bonds and did not heretofore prepay such assessments (the “AD No. 07-22 Group 3 Designated Parcels”) is part of the Reassessment District.

The City issued \$25,855,000 of its City of Irvine Assessment District No. 10-23 Limited Obligation Improvement Bonds, Series A (the “AD No. 10-23 Series A Bonds”) on or about May 11, 2011, pursuant to an Indenture, dated as of April 1, 2011 (the “AD No. 10-23 Series A Indenture”), between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the “AD No. 10-23 Trustee”), for the purpose of financing certain capital improvements for the benefit of AD No. 10-23. As described in Table 1 above, \$22,116,000 of the AD No. 10-23 Series A Bonds are outstanding. Only that portion of AD No. 10-23 consisting of the 596 Series A Designated Parcels that secured the AD No. 10-23 Series A Bonds and did not heretofore prepay such assessments (the “AD No. 10-23 Series A Designated Parcels”) is part of the Reassessment District.

The City issued \$7,450,000 of its City of Irvine Reassessment District No. 04-20 Limited Obligation Improvement Bonds, Group Two (the “RAD No. 04-20 Group 2 Bonds”) on or about May 9, 2012, pursuant to an Indenture, dated as of December 1, 2011 as amended and supplemented by a First Supplemental Indenture, dated as of April 1, 2012 (the “RAD No. 04-20 Group 2 Indenture”), each between the City and The Bank of New York Mellon Trust Company, N.A., as trustee (the “RAD No. 04-20 Trustee”), for the purpose of refinancing indebtedness within RAD No. 04-20. As described in Table 1 above, \$7,185,000 of the RAD No. 04-20 Group 2 Bonds are outstanding. Only that portion of RAD No. 04-20 consisting of the 174 Group Two Designated Parcels that secured the RAD No. 04-20 Group 2 Bonds and did not heretofore prepay such assessments (the “RAD No. 04-20 Group 2 Designated Parcels”) is part of the Reassessment District.

See “THE REASSESSMENT DISTRICT – General.”

ESTIMATED SOURCES AND USES OF FUNDS

The Bond proceeds and other available amounts will be applied as follows:

Sources of Funds

Principal Amount of Bonds	\$50,625,000.00
Plus Net Original Issue Premium	4,404,925.00
Amounts Released with respect to Prior Bonds	8,199,160.61
Total Sources	<u>\$63,229,085.61</u>

Uses of Funds

Redemption of Prior Bonds	\$59,641,256.00
Reserve Fund ⁽¹⁾	2,939,250.00
Underwriters' Discount	376,280.00
Costs of Issuance Fund ⁽²⁾	272,299.61
Total Uses	<u>\$63,229,085.61</u>

⁽¹⁾ Equals the Reserve Requirement for the Bonds.

⁽²⁾ Includes amounts to reimburse the City for certain expenses, legal fees, costs of the Reassessment Engineer, financial advisory fees and other issuance costs.

THE BONDS

Authority for Issuance

The Bonds are being issued pursuant to the provisions of the Improvement Bond Act of 1915, as amended, being Division 10 of the California Streets and Highways Code, and the Refunding Act of 1984 for 1915 Improvement Act Bonds, as amended, being Division 11.5 of the California Streets and Highways Code (collectively, the "Act").

General

The Bonds will be issued in fully registered form only, and when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository for the Bonds. Ownership interests in the Bonds may be purchased in book-entry form only, in denominations of \$5,000 or any integral multiple thereof within a single maturity. So long as DTC is acting as securities depository for the Bonds, payments of principal of and interest on the Bonds will be made to DTC. See "THE BONDS – Book-Entry System" herein and APPENDIX E – "BOOK-ENTRY SYSTEM." The Bonds will be dated the date of delivery and will bear interest at the rates per annum and will mature, subject to the redemption provisions set forth below, on the dates and in the principal amounts, all as set forth on the inside cover page hereof.

Interest on the Bonds is payable semiannually on March 2 and September 2 of each year, commencing March 2, 2016 (each an "Interest Payment Date") to the persons in whose names ownership of the Bonds is registered on the Registration Books at the close of business on the immediately preceding Record Date, (as defined below), except as provided in the Indenture. Such interest will be paid by check mailed by the Trustee on such Interest Payment Date, by first class mail, postage prepaid, to such registered Owners at their respective addresses shown on the Registration Books as of the close of business on the immediately preceding Record Date. In the case of an Owner of \$1,000,000 or more in aggregate principal amount of Bonds, upon the written request of such Owner to the Trustee, received at least ten days prior to a Record Date, specifying the account or accounts to which such payment shall be

made, payment of interest shall be made by wire transfer of immediately available funds on the following Interest Payment Date. Interest on the Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Under the Indenture, the term “Record Date” means: (a) the 15th calendar day of the month preceding each Interest Payment Date, whether or not such day is a Business Day, and (b) any date established by the Trustee pursuant to the Indenture as a Record Date for the payment of defaulted interest on the Bonds, if any.

Principal of, and premium, if any, on the Bonds will be payable upon presentation and surrender thereof upon maturity or earlier redemption at the principal corporate trust office (the “Trust Office”) of the Trustee in Los Angeles, California. Principal of and premium, if any, and interest on the Bonds will be paid in lawful money of the United States of America.

Redemption of the Bonds

Optional Redemption

The Bonds are subject to optional redemption in whole or in part on such basis as shall be designated by the City in a Written Certificate of the City filed with the Trustee, on any Interest Payment Date on or after September 2, 2025 at a redemption price equal to 100% of the principal amount thereof to be redeemed plus accrued and unpaid interest to such redemption date, if any, without premium.

Mandatory Redemption from Reassessment Prepayments

The Bonds are subject to mandatory redemption, in whole or in part on any Interest Payment Date, from and to the extent of any prepayment of Reassessments, at the following respective Redemption Prices (expressed as percentages of the principal amount of the Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

<u>Redemption Dates</u>	<u>Redemption Price</u>
March 2, 2016 through March 2, 2023	103%
September 2, 2023 and March 2, 2024	102
September 2, 2024 and March 2, 2025	101
September 2, 2025 and thereafter	100

Sinking Fund Redemption of Term Bonds

The Bonds maturing on September 2, 2042 and bearing interest at 5.00%, shall be subject to mandatory sinking fund redemption in part, by lot, on each September 2, commencing September 2, 2036, from mandatory sinking fund payments set aside in the Redemption Fund, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on the dates set forth below:

Term Bonds at 5.00% Maturing September 2, 2042

Payment Dates (September 2)	Amount
2036	\$1,150,000
2037	1,210,000
2038	1,265,000
2039	1,325,000
2040	1,390,000
2041	1,455,000
2042	370,000

* maturity.

The Bonds maturing on September 2, 2042 and bearing interest at 4.25%, shall be subject to mandatory sinking fund redemption in part, by lot, on each September 2, commencing September 2, 2036, from mandatory sinking fund payments set aside in the Redemption Fund, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on the dates set forth below:

Term Bonds at 4.25% Maturing September 2, 2042

Payment Dates (September 2)	Amount
2036	\$210,000
2037	220,000
2038	235,000
2039	245,000
2040	255,000
2041	270,000
2042	65,000

* maturity.

In the event that all or a portion of the principal of the Bonds of the same maturity have been optionally redeemed or any Term Bonds have been redeemed from reassessment prepayments, and any Bonds of the same maturity have thus been redeemed, the total amount of all future sinking fund payments set forth in the preceding schedule for the Term Bonds of that maturity will be reduced by the aggregate principal amount of the Term Bonds of such maturity so redeemed, to be allocated among each sinking fund payment for the Term Bonds of that maturity on a *pro rata* basis in integral multiples of \$100,000 (as set forth in a schedule provided by the City to the Trustee).

In lieu of depositing cash with the Trustee as a mandatory sinking fund payment, the City shall have the option to tender to the Trustee for cancellation at least 60 days prior to a sinking fund redemption date any amount of Term Bonds purchased by the City, which Term Bonds may be purchased by the City at public or private sale as and when and at such prices as the City may in its discretion determine. The par amount of any Term Bonds so purchased by the City and tendered to the Trustee in any twelve-month period ending on September 2, in any calendar year shall be credited towards and shall

reduce the next mandatory sinking fund payments required to be made in the order in which they are required to be made pursuant to the Indenture as described above.

Selection of Bonds for Redemption

Whenever provision is made in the Indenture for the optional redemption of less than all of the Bonds of a particular date, of less than all of the Bonds maturing on a particular date, the Trustee shall select the Bonds to be redeemed from all Bonds not previously called for redemption, by lot in any manner which the Trustee in its sole discretion shall deem appropriate and fair. For purposes of such selection, all Bonds shall be deemed to be comprised of separate \$5,000 denominations and such separate denominations shall be treated as separate Bonds which may be separately redeemed. Whenever provision is made in the Indenture for the redemption, from any prepayment of Reassessments, of less than all of the Bonds maturing on a particular date, the City shall select the Bonds to be redeemed from all Bonds not previously called for redemption utilizing a strip call of Bonds with maturities through the year that was the final maturity of the bonds, or group of bonds, of the Prior Assessment District in which the prepaying property is located. For purposes of such selection, all Bonds shall be deemed to be comprised of separate \$5,000 denominations and such separate denominations shall be treated as separate Bonds which may be separately redeemed.

Notice of Redemption

So long as DTC is acting as securities depository for the Bonds, notice of redemption, containing the information required by the Indenture, will be mailed by first class mail, postage prepaid, by the Trustee to DTC (not to the Beneficial Owners (as defined in Appendix E) of any Bonds designated for redemption) and to the Municipal Securities Rulemaking Board, at least 30 but not more than 60 days prior to the Redemption Date. Notice of redemption to the Municipal Securities Rulemaking Board will be given electronically and uploaded to its Electronic Municipal Market Access (EMMA) system. With respect to any notice of optional redemption, unless at the time such notice is given the Trustee shall hold sufficient available funds to pay the redemption price of the Bonds to be redeemed, such notice will state that such redemption is conditional upon receipt by the Trustee, on or prior to the date fixed for such redemption, of moneys that, together with other available amounts held by the Trustee, are sufficient to pay the redemption price of the Bonds to be redeemed, and that if such moneys shall not have been so received, the redemption of Bonds as described in the conditional notice of redemption will not be made and the Trustee will, within a reasonable time after the date on which such redemption was to occur, give notice to the persons who received such notice of redemption and in the manner in which the notice of redemption was given, that such moneys were not so received and that there shall be no redemption of Bonds pursuant to such notice of redemption.

Neither the failure to receive any notice so mailed, nor any defect in such notice, shall affect the sufficiency of the proceedings for the redemption of the Bonds or the cessation of accrual of interest thereon from and after the date fixed for redemption.

See APPENDIX C – “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE” and APPENDIX E – “BOOK-ENTRY SYSTEM.”

Effect of Redemption

If, on said Redemption Date, moneys for the redemption of all the Bonds to be redeemed, together with interest to said date, will be held by the Trustee so as to be available therefor on such date, and, if notice of redemption thereof will have been mailed as aforesaid and not canceled, then, from and after said date, interest on said Bonds will cease to accrue and become payable.

Transfers and Exchanges

So long as they are subject to the DTC book-entry system, the Bonds may be transferred or exchanged only as described under “Book-Entry System.” However, should the Bonds cease to be in book-entry form, then they may be transferred or exchanged as provided in the Indenture. See APPENDIX C – “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE.”

Book-Entry System

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Bonds in the aggregate principal amount of such maturity, and will be deposited with DTC. See APPENDIX E – “BOOK-ENTRY SYSTEM.”

BONDS DEBT SERVICE REQUIREMENTS

The debt service requirements with respect to the Bonds are set forth on the following schedule:

Year Ending September 2	Principal	Interest	Total
2016	\$ 1,420,000	\$ 2,484,249.99	\$ 3,904,249.99
2017	1,590,000	2,325,100.00	3,915,100.00
2018	1,635,000	2,277,400.00	3,912,400.00
2019	1,700,000	2,212,000.00	3,912,000.00
2020	1,775,000	2,144,000.00	3,919,000.00
2021	1,845,000	2,073,000.00	3,918,000.00
2022	1,930,000	1,980,750.00	3,910,750.00
2023	2,025,000	1,884,250.00	3,909,250.00
2024	2,125,000	1,783,000.00	3,908,000.00
2025	2,225,000	1,676,750.00	3,901,750.00
2026	2,345,000	1,565,500.00	3,910,500.00
2027	2,455,000	1,448,250.00	3,903,250.00
2028	2,570,000	1,338,700.00	3,908,700.00
2029	2,700,000	1,210,200.00	3,910,200.00
2030	2,835,000	1,075,200.00	3,910,200.00
2031	2,975,000	933,450.00	3,908,450.00
2032	3,110,000	797,200.00	3,907,200.00
2033	1,175,000	657,000.00	1,832,000.00
2034	1,230,000	598,250.00	1,828,250.00
2035	1,295,000	536,750.00	1,831,750.00
2036	1,360,000	472,000.00	1,832,000.00
2037	1,430,000	405,575.00	1,835,575.00
2038	1,500,000	335,725.00	1,835,725.00
2039	1,570,000	262,487.50	1,832,487.50
2040	1,645,000	185,825.00	1,830,825.00
2041	1,725,000	105,487.50	1,830,487.50
2042	435,000	21,262.50	456,262.50
Totals	\$50,625,000	\$32,789,362.49	\$83,414,362.49

SECURITY FOR THE BONDS

General

Subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture, all of the Reassessments (including prepayments thereof), together with interest and any penalties thereon, and any other amounts (including proceeds of the sale of the Bonds) held in any fund or account established pursuant to the Indenture are pledged by the City to secure the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their terms, the provisions of the Indenture and the Act. Said pledge will constitute a first lien on such assets.

Pursuant to the Act, the Reassessments are confirmed on the basis of findings by the City that: (1) each estimated annual installment of principal and interest on the reassessment is less than the corresponding annual installment of principal and interest on the portion of the original assessment or reassessment, as applicable, being superseded and supplanted by the same percentage for all subdivisions of land within the district, provided that any amount added to the annual installments on the assessment or reassessment due to a delinquency in payment on the original assessment or reassessment need not be considered in this calculation (which addition is not applicable to the Reassessment); (2) the number of years to maturity of the Bonds relating to a series or group of Prior Bonds is not more than the number of years to the last maturity of such series or group of Prior Bonds being refunded; and (3) the principal amount of the reassessment on each subdivision of land within the district is less than the unpaid principal amount of the portion of the assessment or reassessment, as applicable, being superseded and supplanted by the same percentage for each subdivision of land within the district, provided that any amount added to the annual installments on the assessment or reassessment due to a delinquency in payment on the original assessment or reassessment need not be considered in this calculation (which addition is not applicable to the Reassessment). Under the Act, any reassessment so approved and confirmed shall not be deemed to be an assessment within the meaning of, and may be ordered without compliance with the procedural requirements of, Article XIID of the California Constitution. See "SPECIAL RISK FACTORS – Proposition 218."

The City will comply with all requirements of the Act and the Indenture to assure the timely collection of the Reassessments, and interest thereon, including, without limitation, the enforcement of delinquent Reassessments. Any funds received by the City in and for the Reassessment District, including, but not limited to, collections of Reassessments (including prepayments thereof) and interest thereon upon the secured tax rolls, collections of delinquent Reassessments and interest and penalties thereon through foreclosure proceedings or otherwise, and collections of amounts for the Continuing Costs of the Bonds, will as soon as practicable be transmitted directly to the Trustee, without deduction, to be deposited into the funds and accounts under the Indenture. Pursuant to the Indenture, the Trustee will establish, maintain and hold in trust the Redemption Fund and the following accounts therein: the Prepayment Account and the Continuing Costs Account. In addition, the Trustee will establish, maintain and hold in trust the Reserve Fund. The Bonds are secured by the amounts held in such funds and accounts. Principal of and interest on the Bonds are payable exclusively out of the Redemption Fund. As defined in the Indenture, the term "Continuing Costs of the Bonds" means the continuing costs of the Bonds, including the fees, costs and indemnifications due the Trustee or the City.

Payments of the principal of, premium, if any, and interest on the Bonds are payable solely from the Reassessments and the other assets pledged therefor under the Indenture, together with interest and any penalties received with respect thereto, and any other amounts (including proceeds of the sale of the Bonds) held in any account established pursuant to the Indenture (except the Rebate Fund, Costs of Issuance Fund and Continuing Costs Account). Pursuant to the Indenture, the Trustee will establish,

maintain and hold in trust a special fund designated the "Redemption Fund." Except as otherwise provided in the Indenture, the Trustee will deposit in the Redemption Fund all Reassessments (other than prepayments thereof), together with interest and any penalties thereon, and any other amounts required to be deposited therein by the Indenture or the Act. **Notwithstanding any other provision of the Indenture, the City is not obligated to advance available funds from the City treasury to cure any deficiency in the Redemption Fund. All obligations of the City under the Bonds are not general obligations of the City, but are limited obligations, payable solely from the Reassessments and the other assets pledged therefor under the Indenture. Neither the faith and credit nor the taxing power of the City or the State, or any political subdivision thereof, is pledged to the payment of the Bonds.**

Reassessment Installments

The Reassessments and interest thereon, will be payable and be collected in the same manner at the same time and in the same installments as the general taxes on real property are payable, and have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property. The Reassessments, together with the interest thereon, will be payable in each year preceding the date of maturity of the Bonds in an amount sufficient, together with other amounts available therefor, to pay the principal of the Bonds, and interest thereon, when due. In addition, the City will, in accordance with and subject to the limitations contained in Section 8682 and Section 8682.1 of the Act, cause to be included in the annual assessment roll, an amount estimated to be sufficient to pay the Continuing Costs of the Bonds for the following annual period.

On or before each Interest Payment Date, the Trustee will withdraw from the Redemption Fund for payment to the Owners of the Bonds the principal, if any, of and interest then due and payable on the Bonds. Five Business Days prior to each Interest Payment Date, the Trustee will determine if the amounts then on deposit in the Redemption Fund are sufficient to pay the principal, if any, of and interest due on the Bonds on such Interest Payment Date. In the event that amounts in the Redemption Fund are insufficient for such purpose, the Trustee, on or before such Interest Payment Date, will withdraw from the Reserve Fund to the extent of any funds therein the amount of such insufficiency, and will transfer any amounts so withdrawn to the Redemption Fund. Amounts so withdrawn from the Reserve Fund and deposited in the Redemption Fund will be applied to the payment of the Bonds. The City will not be obligated to advance available funds of the City to cure any deficiency which may occur in the Redemption Fund; provided, however, that said determination will not prevent the City, in its sole discretion, from so advancing funds.

As provided in the Indenture, the City will, before the final date on which the County Auditor will accept the transmission of the Reassessments for inclusion on the next tax roll, prepare or cause to be prepared, and will transmit to the County Auditor, such data as the County Auditor requires to include the installments of such Reassessments, together with interest thereon, and the Continuing Costs of the Bonds on the next secured tax roll of the County. All sums received from the collection of the Reassessments and of the interest and penalties thereon will be placed in the Redemption Fund. All amounts collected for the Continuing Costs of the Bonds will be placed in the Continuing Costs Account within the Redemption Fund. Any prepayments of Reassessments will be placed in the Prepayment Account within the Redemption Fund; provided, however, that amounts attributable to the administrative costs of the prepayment of Reassessments will be placed in the Continuing Costs Account. Upon receipt of any Reassessments, or interest or penalties thereon, or prepayments of Reassessments or amounts collected for the Continuing Costs of the Bonds, the City will, as soon as practicable, transfer the same to the Trustee, together with a Written Certificate of the City that identifies which portion, if any, of the

amounts so transferred that constitute Reassessments, or interest or penalties thereon, or prepayments of Reassessments or amounts collected for the Continuing Costs of the Bonds.

Any Reassessment may be prepaid at any time by paying, in whole or part, the unpaid amount thereof less, if available, the amount, if any, transferred to the Redemption Fund from the Reserve Fund pursuant to the Indenture, together with the redemption premium, if any, set forth in the Indenture and interest on such prepaid Reassessment (if not collected in a Reassessment Installment) to the earliest redemption date for which notice of redemption may be given in accordance with the Indenture.

The Reassessment District is included in the County's Teeter Plan, which is an alternative method for the distribution of secured property taxes to local agencies. If the County's Teeter Plan is terminated (or if the County fails to make payments to the City when due under the Teeter Plan), the failure of any owners to pay Reassessment Installments in a timely manner could result in the unavailability of money to pay the principal of or interest on the Bonds. See "Teeter Plan" below.

Reserve Fund

Under the Indenture, the Trustee is required on the date of issuance of the Bonds to deposit in the Reserve Fund from proceeds of sale of the Bonds an amount not less than seventy-five percent (75%) of maximum annual debt service on the Outstanding Bonds (the defined "Reserve Requirement" under the Indenture). Amounts deposited in the Reserve Fund will be used and withdrawn by the Trustee solely for the purpose of making transfers to the Redemption Fund in the event of any deficiency at any time in the Redemption Fund of the amount then required for payment of the principal of and interest on the Bonds or for the purpose of redeeming Bonds from the Redemption Fund.

The City will cause the Reserve Fund to be administered in accordance with the Act; provided that proceeds from redemption or sale of properties, with respect to which payment of delinquent Reassessments and interest thereon was made from the Reserve Fund, will be credited to the Reserve Fund. **THE CITY HAS NO OBLIGATION TO REPLENISH THE RESERVE FUND EXCEPT TO THE EXTENT THAT DELINQUENT REASSESSMENTS ARE PAID OR PROCEEDS FROM FORECLOSURE SALES ARE REALIZED.**

Whenever, after the issuance of the Bonds, a Reassessment is prepaid, in whole or in part, as provided in the Act, the Trustee, pursuant to a Written Request of the City, will transfer from the Reserve Fund (but only to the extent of moneys on deposit therein and from no other source whatsoever) to the Prepayment Account an amount, specified in such Written Request, equal to the remainder of (i) the product of the ratio of the original amount of the Reassessment, or portion thereof, so prepaid to the original amount of all unpaid Reassessments, times the initial Reserve Requirement, minus any credit supplied in connection with a previous partial prepayment of the same Reassessment; provided that in no event will moneys be transferred in an amount that causes the Reserve Fund to drop below the Reserve Requirement.

In accordance with the Indenture, on or about July 1 of each year, the Assessment Consultant will calculate each parcel's *pro rata* portion of the Reserve Fund and monitor each parcel's payment status, and provide to the City a report specifying the allocation of moneys which will become available in the Reserve Fund at the end of such fiscal year due to a reduction, if any, in the amount of the Reserve Requirement as a result of the debt service payment to be paid on September 2 following such fiscal year. Those parcels which would otherwise be in their final year of assessment will be afforded a credit against the assessment that would otherwise have been levied in such year (or a credit in an earlier year if reduction of the Reserve Fund results in funds being available for such purposes at an earlier date), such credit to be based on such parcel's *pro rata* portion of the reduction and such credit not in excess of such

parcel's *pro rata* portion of the Reserve Fund. The City will direct the Trustee to transfer from the Reserve Fund (but only to the extent of moneys on deposit therein and from no other source whatsoever) to the Redemption Fund, the amount specified for such transfer, such transfer to occur on or about September 1 of the next succeeding fiscal year (*e.g.*, a report filed during July 2015 will specify the amount to be transferred on September 1, 2016 for payment of debt service of the Bonds on September 2, 2016). The amount to be transferred from the Reserve Fund may be utilized for the optional redemption of Bonds provided that in no event will moneys be transferred to accomplish such redemption in an amount that causes the Reserve Fund to drop below the Reserve Requirement subsequent to such redemption.

So long as no Event of Default has occurred and is continuing, any amount in the Reserve Fund in excess of the Reserve Requirement on March 3 and September 3 of each year will be withdrawn from the Reserve Fund by the Trustee and will be deposited in the Redemption Fund. On each September 3, the Trustee will transfer from Reassessment installments and amounts collected from foreclosures to the Reserve Fund an amount which, together with amounts then on deposit therein, is sufficient to cause the aggregate amount in the Reserve Fund to equal the Reserve Requirement.

The moneys in the Reserve Fund may be invested in any Permitted Investment. See APPENDIX C – “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Investment of Moneys.”

Covenant to Commence Superior Court Foreclosure Proceedings

The City is under no obligation to transfer any funds of the City to the Redemption Fund for payment of the principal of or interest on the Bonds if a delinquency occurs in the payment of any Reassessment Installment. However, the Act provides that in the event any Reassessment Installment is not paid when due, the City may order the institution of a court action to foreclose the lien of the unpaid Reassessment. In such an action, the real property subject to the unpaid Reassessment Installment may be sold at judicial foreclosure sale. So long as the Reassessment District is included in the County's Teeter Plan and the City is paid under the Teeter Plan for all Reassessments levied therein, the proceeds of any foreclosure sale of an assessable parcel of property in the Reassessment District will be paid to the County's Teeter Plan and not to the City. If the County's Teeter Plan is terminated (or if the County fails to make payments to the City when due under the Teeter Plan) and the Reserve Fund is depleted, there could be a default or a delay in payments to the Owners of the Bonds pending prosecution of foreclosure proceedings against assessable parcels of property in the Reassessment District with delinquent Reassessments and receipt by the City of foreclosure sale proceeds, if any.

Such foreclosure sale proceedings are not mandatory. However, the City has covenanted in the Indenture that it will within 150 days of a delinquency in the payment of Reassessments, or interest thereon, or amounts to pay the Continuing Costs of the Bonds, forthwith undertake and diligently prosecute foreclosure proceedings in the manner prescribed in the Act to collect such delinquent amounts; provided, however, if the amount collected is greater than 92.5% of the installment of the Reassessment and interest thereon, and amounts to pay the Continuing Costs of the Bonds, to be collected, the City shall not be required to undertake such foreclosure proceedings, unless it is determined that any single property owner is delinquent in excess of \$7,000 in the payment of such amounts in which case it shall diligently institute, prosecute and pursue such foreclosure proceedings against such property owner as set forth in the Indenture; provided, that the City shall not be obligated to undertake any such proceedings if the City is in receipt of amounts sufficient for such purpose under the County Teeter Plan or similar arrangement. If there is a failure to pay any installment of principal of or interest on the Bonds then, and in each and every such case during the continuance of such Event of Default, the Trustee may, or at the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding (after being indemnified to its satisfaction) shall, if the City has not otherwise done so, commence

foreclosure against any parcels of real property in the Reassessment District with delinquent Reassessments, or delinquent payments of interest thereon, or delinquent payments of amounts for the Continuing Costs of the Bonds, as provided in the Act. Upon the redemption or sale of the real property responsible for such delinquencies, the City shall deposit in the Reserve Fund, from the net proceeds of such redemption or sale, the amount of any delinquency advanced therefrom in accordance with the Indenture.

It is possible that no bid for the purchase price of applicable property would be received at the foreclosure sale. See “SPECIAL RISK FACTORS.” *Notwithstanding any other provision of the Indenture, the City is not obligated to advance available funds from the City treasury to cure any deficiency in the Redemption Fund established under the Indenture.*

Prior to July 1, 1983, the right of redemption from foreclosure sales was limited to a period of one year from the date of sale. Under legislation effective July 1, 1983, this statutory right of redemption was amended to provide that before notice of sale of the foreclosed parcel can be given following court judgment of foreclosure, a redemption period of 120 days must elapse. Furthermore, if the purchaser at the sale is the judgment creditor (here, the City) an action may be commenced by the delinquent property owner within six months after the date of sale to set aside such sale. The constitutionality of the aforementioned legislation which repeals the one year redemption period has not been tested and there can be no assurance that, if tested, such legislation will be upheld.

Amendments to the Act enacted in 1988 provide that under certain circumstances property may be sold upon foreclosure at a lesser Minimum Price or without a Minimum Price. “Minimum Price” as used in the Act is the amount equal to the delinquent installments of principal or interest of the assessment, together with all interest penalties, costs, fees, charges and other amounts more fully defined in the Act. The court may authorize a sale at less than the Minimum Price if it will not result in an ultimate loss to the Bond Owners or, under certain circumstances, if owners of 75% or more of the outstanding bonds consent to such sale.

In the event court foreclosure proceedings are commenced by the City, there may be delays in payments to Owners of the Bonds pending prosecution of the foreclosure proceedings to completion, including the receipt by the City of the proceeds of the foreclosure sale. It is also possible that no qualified bid will be received at the foreclosure sale. See “SPECIAL RISK FACTORS” herein.

Priority of Lien

The Reassessments and each Reassessment Installment, and any interest and penalties thereon, constitute a lien against the respective parcels of assessable property within the Reassessment District until the same are paid. Such lien is subordinate to all fixed special assessment liens previously imposed upon the same property but has priority over all private liens and over all fixed special assessment liens which may thereafter be created against the property. Such lien is co-equal to and independent of the lien for general taxes and any lien imposed under the Mello-Roos Community Facilities Act of 1982, as amended. See “THE REASSESSMENT DISTRICT – Direct and Overlapping Debt” herein for a description of other special taxes, assessments or reassessments secured by a lien on property within the Reassessment District.

Existing Liens

Contained within the Reassessment District are numerous overlapping local agencies providing public services and having liens against the respective parcels of assessable property within the Reassessment District. See “THE REASSESSMENT DISTRICT – Direct and Overlapping Debt” herein.

Among other liens, the assessable parcels of property in the Reassessment District are subject to an annual maintenance assessment levied by the City for street lighting, landscape and park maintenance.

Teeter Plan

In 1949, the California Legislature enacted an alternative method for the distribution of secured property taxes to local agencies. This method, known as the Teeter Plan, is now set forth in Sections 4701-4717 of the California Revenue and Taxation Code. The Prior Assessment Districts were, and the Reassessment District will be, included in the County's Teeter Plan. Upon adoption and implementation of this method by a county board of supervisors, local agencies for which the county acts as "bank" and certain other public agencies and taxing areas located in the county receive annually the full amount of their share of property taxes on the secured roll, including delinquent property taxes which have yet to be collected. While a county benefits from the penalties associated with these delinquent taxes when they are paid, the Teeter Plan provides participating local agencies with stable cash flow and the elimination of collection risk.

To implement a Teeter Plan, the board of supervisors of a county generally must elect to do so by July 15 of the fiscal year in which it is to apply. The Board of Supervisors of the County adopted the Teeter Plan on June 29, 1993 and has elected to include in its Teeter Plan assessments levied in certain assessment districts, including the Reassessment District, on the secured roll.

Once adopted, a county's Teeter Plan will remain in effect in perpetuity unless the board of supervisors orders its discontinuance or unless prior to the commencement of a fiscal year a petition for discontinuance is received and joined in by resolutions of the governing bodies of not less than two-thirds of the participating districts in the county. An electing county may, however, opt to discontinue the Teeter Plan with respect to any levying agency in the county if the board of supervisors, by action taken not later than July 15 of a fiscal year, elects to discontinue the procedure with respect to such levying agency and the rate of secured tax delinquencies in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured roll by that agency. See "SPECIAL RISK FACTORS – Teeter Plan Termination." The County has not previously discontinued the Teeter Plan with respect to any levying agency. The City is not required by law to participate in the Teeter Plan with respect to the Reassessment District and could withdraw at any time with the consent of the County.

Upon making a Teeter Plan election, a county must initially provide a participating local agency with 95% of the estimated amount of the then accumulated tax delinquencies (excluding penalties) for that agency. In the case of the initial year distribution of taxes and assessments (if a county has elected to include assessments), 100% of the tax and assessment delinquencies (excluding penalties) are to be apportioned to the participating local agency which levied the tax or assessment. After the initial distribution, each participating local agency receives annually 100% of the secured property tax levies to which it is otherwise entitled, regardless of whether the county has actually collected the levies.

If any tax or assessment which was distributed to a Teeter Plan participant is subsequently changed by correction, cancellation or refund, a *pro rata* adjustment for the amount of the change is made on the records of the treasurer and auditor of the county. Such adjustment for a decrease in the tax or assessment is treated by the County as an interest-free offset against future advances of tax levies under the Teeter Plan.

To the extent that the County's Teeter Plan continues in existence and is carried out as adopted, the County's Teeter Plan may help protect the Owners of the Bonds from the risk of delinquencies in Reassessments.

Events of Default and Remedies of Bond Owners

The following events are Events of Default under the Indenture:

- (a) Failure to pay any installment of principal of any Bonds when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption or otherwise.
- (b) Failure to pay any installment of interest on any Bonds when and as the same shall become due and payable.
- (c) Failure by the City to observe and perform any of the other covenants, agreements or conditions on its part in the Indenture or in the Bonds contained, if such failure shall have continued for a period of 30 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the City (with a copy to the Trustee) by the Owners of not less than 5% in aggregate principal amount of the Bonds at the time Outstanding; provided, however, if in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such 30 day period, such failure shall not constitute an Event of Default if corrective action is instituted by the City within such 30 day period and the City shall thereafter diligently and in good faith cure such failure in a reasonable period of time.
- (d) The City shall commence a voluntary case under Title 11 of the United States Code or any substitute or successor statute.

If any Event of Default shall occur under paragraphs (a) or (b) above, and in each and every such case during the continuance of such Event of Default, the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding may, if the City has not otherwise done so commence foreclosure against any parcels of real property in the Reassessment District with delinquent Reassessments, or delinquent payments of interest thereon, or delinquent payments of amounts for the Continuing Costs of the Bonds, as provided in the Indenture and in the Act.

The Trustee shall have the right, for the equal benefit and protection of all Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the City and its officers, agents or employees to perform each and every term, provision and covenant contained in the Indenture and in the Bonds, and to require the carrying out of any or all such covenants and agreements of the City and the fulfillment of all duties imposed upon it by the Act;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bond Owners' or the Trustee's rights; or
- (c) by suit, action or proceeding in any court of competent jurisdiction, to require the City and its officers and employees to account as if it and they were the trustees of an express trust.

If an Event of Default shall occur and be continuing, all Reassessments, including any penalties, costs, fees and other charges accruing under the Act, and any other funds then held or thereafter received by the Trustee under any of the provisions of the Indenture shall be applied by the Trustee as follows and in the following order:

(a) To the payment of reasonable fees, charges and expenses of the Trustee (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under the Indenture;

(b) To the payment of the principal of and interest then due with respect to the Bonds (upon presentation of the Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of the Indenture, and as provided in California Streets and Highways Code Sections 8780 *et seq.*

(c) Any remaining funds shall be transferred by the Trustee to the Redemption Fund.

Trustee as Representative of Bond Owners

The Indenture appoints the Trustee as attorney-in-fact of the Owners of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to the Owners under the provisions of the Bonds, the Indenture, the Act and applicable provisions of any other law. Upon the occurrence and continuance of an Event of Default under the Indenture or other occasion giving rise to a right in the Trustee to represent the Bond Owners, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of such Owners by such appropriate action, suit, mandamus or other proceedings as it shall deem most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement under the Indenture or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee and such Owners under the Bonds, the Indenture, the Act or any other law.

The Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, and upon indemnification of the Trustee to its reasonable satisfaction, to direct the method of conducting all remedial proceedings taken by the Trustee under the Indenture, provided that such direction shall not be otherwise than in accordance with law and the provisions of the Indenture, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bond Owners not parties to such direction.

METHOD OF REASSESSMENT

The amount of the Reassessment was calculated for each of the individual parcels of land securing an issue, series or group of Prior Bonds and reduced proportionally among those parcels securing such issue, series or group of Prior Bonds.

THE REASSESSMENT DISTRICT

General

The proceedings for the Reassessment District were conducted pursuant to the Act and a resolution adopted by the City Council on July 14, 2015. The City Council confirmed a total Reassessment in the Reassessment District of \$53,120,000 on July 14, 2015 on the basis of the preliminary principal amount for the Bonds, and recorded such confirmed Reassessment. Willdan Financial Services, Anaheim, California (the "Reassessment Engineer"), prepared a written report, dated July 14, 2015 (the "Engineer's Report"), which contains, among other things, the proposed Reassessment for each of the parcels in the Reassessment District. The total amount of the proposed reassessments was

based upon the Reassessment Engineer's estimated cost of redemption of the Prior Bonds and findings by the City that: (1) each estimated annual installment of principal and interest on the reassessment is less than the corresponding annual installment of principal and interest on the portion of the original assessment or reassessment, as applicable, being superseded and supplanted by the same percentage for all subdivisions of land within the district, provided that any amount added to the annual installments on the assessment or reassessment due to a delinquency in payment on the original assessment or reassessment need not be considered in this calculation (which addition is not applicable to the Reassessment); (2) the number of years to maturity of the Bonds relating to a series or group of Prior Bonds is not more than the number of years to the last maturity of such series or group of Prior Bonds being refunded; and (3) the principal amount of the reassessment on each subdivision of land within the district is less than the unpaid principal amount of the portion of the assessment or reassessment, as applicable, being superseded and supplanted by the same percentage for each subdivision of land within the district, provided that any amount added to the annual installments on the assessment or reassessment due to a delinquency in payment on the original assessment or reassessment need not be considered in this calculation (which addition is not applicable to the Reassessment). Under the Act, any reassessment so approved and confirmed shall not be deemed to be an assessment within the meaning of, and may be ordered without compliance with the procedural requirements of, Article XIID of the California Constitution. With respect to the portion of the Prior Assessment Districts securing the Prior Bonds described herein for which the City completed its proceedings for the levy of assessments after July 1, 1997, the City complied with the provisions of Section 4 of Article XIID. See "SPECIAL RISK FACTORS – Proposition 218." The Reassessment Report will be updated to reflect an aggregate Reassessment equal to the \$50,625,000 principal amount of Bonds and filed with the City.

As of January 1, 2014 and according to the County's Fiscal Year 2014-15 property ownership records, of the 2,110 parcels to be included in the Reassessment District, all but 62 were developed with substantially occupied residential improvements. See "Land Uses and Development Status" below.

District Location

The Reassessment District consists of three assessment districts (one of which includes three groups) located throughout the City and collectively described as the Prior Assessment Districts herein. The payment of debt service on each series of the Prior Bonds is secured by the respective unpaid assessments or reassessments, as applicable, levied on parcels within a previously designated group of parcels within one of the Prior Assessment Districts, as specified in the respective documents pursuant to which the Prior Bonds were issued. As described herein, upon the issuance of the Bonds, the Reassessments levied on the parcels within the Reassessment District will secure the Bonds and the original assessments or reassessments, as applicable, will be superseded and supplanted. See APPENDIX F for a boundary map of the Reassessment District and APPENDIX G for excerpts of the Reassessment Report. The map that follows the Table of Contents above details the entire boundaries of the previously-formed assessment districts and reassessment districts rather than just the designated parcels or portions of the Prior Assessment Districts and specific groups which secured the Prior Bonds and comprise the Reassessment District.

The AD No. 07-22 Group 1 Designated Parcels consist of approximately 957 assessed parcels comprising part of the Stonegate planned development. The portion of Assessment District No. 07-22 consisting of the AD No. 07-22 Group 1 Designated Parcels is part of the Reassessment District. According to the County's Fiscal Year 2014-15 property ownership records, 18 of the 957 assessed parcels were undeveloped, representing approximately 0.59% of the total Reassessment. See "Land Uses and Development Status" below.

The AD No. 07-22 Group 2 Designated Parcels consist of approximately 168 assessed parcels comprising part of the Stonegate planned development. The portion of Assessment District No. 07-22 consisting of the AD No. 07-22 Group 2 Designated Parcels is part of the Reassessment District. According to the County's Fiscal Year 2014-15 property ownership records, 10 of the 168 assessed parcels were undeveloped, representing approximately 0.29% of the total Reassessment. See "Land Uses and Development Status" below.

The AD No. 07-22 Group 3 Designated Parcels consist of approximately 215 assessed parcels comprising part of the Stonegate planned development. The portion of Assessment District No. 07-22 consisting of the AD No. 07-22 Group 3 Designated Parcels is part of the Reassessment District. According to the County's Fiscal Year 2014-15 property ownership records, 14 of the 215 assessed parcels were undeveloped, representing approximately 0.81% of the total Reassessment. See "Land Uses and Development Status" below.

AD No. 10-23 consists of approximately 596 assessed parcels constituting Series A Designated Parcels comprising part of the Laguna Altura planned development. According to the County's Fiscal Year 2014-15 property ownership records, 5 of the 596 parcels were undeveloped, representing approximately 0.30% of the total Reassessment. See "Land Uses and Development Status" below.

RAD No. 04-20 consists of approximately 174 assessed parcels constituting the RAD No. 04-20 Group 2 Designated Parcels comprising part of the Portola Springs planned development. According to the County's Fiscal Year 2014-15 property ownership records, 15 of the 174 assessed parcels were undeveloped, representing approximately 1.16% of the total Reassessment. See "Land Uses and Development Status" below.

Included herein as APPENDIX A is general economic data regarding the City and the County. Such information is included for the purposes of general background information only. Neither the faith and credit nor the taxing power of the City, the County, the State or any political subdivision thereof is pledged to the payment of the Bonds.

For the location of Reassessment District within the City, see APPENDIX F – "REASSESSMENT DISTRICT BOUNDARY MAP."

Table 2 below summarizes the parcel count and remaining assessment or reassessment amount for each Prior Assessment District.

Table 2
City of Irvine
Reassessment District No. 15-2
Description of Prior Assessment Lien

Prior Assessment District	Number of Parcels	Amount of Prior Assessment Lien ⁽¹⁾	% of Total Reassessment Lien ⁽²⁾	Final Payment Date
AD 07-22G1	957	\$ 17,755,000	32.36%	2032
AD 07-22G2	168	2,725,000	4.97	2032
AD 07-22G3	215	5,610,000	10.22	2032
AD 10-23 Series A	596	21,726,802	39.60	2041
RAD 04-20G2	174	7,050,000	12.85	2042
Total	2,110	\$54,866,802	100.00%	

⁽¹⁾ Assessments Lien does not include amount due September 2, 2015.

⁽²⁾ Represents total amount of the prior reassessments in Reassessment District No. 15-2.

Source: Willdan Financial Services.

The Reassessments are levied within the Reassessment District by the City Council under the proceedings taken pursuant to a Resolution adopted by the City Council on July 14, 2015.

Land Uses and Development Status

Table 3A below illustrates the land use categories of the parcels in the Reassessment District. The developed portion of the Reassessment District represents over 98% of the Reassessments. The information in Table 3A reflects the County's Fiscal Year 2014-15 property ownership records. Undeveloped property as of January 1, 2014 consists of the 62 parcels in various stages of development as described herein. A more recent review of the City's building permit applications indicates that of these 62 parcels, approximately 48 of these have been issued final building permits and are ready for occupancy or occupied, 13 have building permits issued, and 1 has no permit activity, which subsequent information not appearing on the County's Fiscal Year 2014-15 property ownership records is not included in the tables below.

Table 3B below provides details on undeveloped parcels by Prior Assessment District.

Table 4 below illustrates the largest landowners in the Reassessment District with over 2% of the remaining total Reassessments, as measured by the share of the lien of the Bonds and Reassessment to be levied on property owned by such landowner. All other property owners have less than 2% of the total Reassessments. The information in Table 4 reflects the County's 2014-15 property ownership records.

The City believes that some of the parcels previously owned by Irvine Comm. Dev. Co. LLC and KB Home Coastal Inc. have been sold to individuals.

**Table 3A
City of Irvine
Reassessment District No. 15-2
Parcel Totals for Each Land Use
For Fiscal Year 2014-15**

Land Use	Total Parcels	Total Assessed Value	Reassessment Lien	Total Direct and Overlapping Debt ⁽¹⁾	Value to Lien	Percent of Reassessment Lien
Developed Residential	2,047	\$1,412,706,306	\$48,998,358	\$141,655,051	9.97	96.79%
Developed Rural ⁽²⁾	1	225,386	23,479	58,000	3.89	0.05
Undeveloped Residential ⁽³⁾	62	9,518,567	1,603,163	3,336,831	2.85	3.17
Total	2,110	\$1,422,450,259	\$50,625,000	\$145,049,881	9.81	100.00%

⁽¹⁾ Overlapping Debt provided by California Municipal Statistics, Inc.

⁽²⁾ This parcel appears to have the incorrect land use at the County. This is a residential parcel.

⁽³⁾ With respect to these parcels, the City has determined upon a review of building permit applications that, as of the date of this Official Statement, approximately 48 of these have been issued final building permits and are ready for occupancy or occupied, 13 have building permits issued, and 1 has no permit activity. See “THE REASSESSMENT DISTRICT – Land Uses and Development Status.”

Note: Totals may not tie due to rounding.

Source: Orange County Fiscal Year 2014-15 Secured Property Roll, as compiled by Willdan Financial Services.

**Table 3B
City of Irvine
Reassessment District No. 15-2
Undeveloped Parcels**

Reassessment District	Total Parcels	Total Reassessment Amount	Number of Undeveloped Parcels	Total Undeveloped Reassessment Amount	Percent of Reassessment Lien
AD 07-22G1	957	\$16,215,000	18	\$ 303,215	0.60%
AD 07-22G2	168	2,470,000	10	147,024	0.29
AD 07-22G3	215	5,145,000	14	416,340	0.82
AD 10-23 Series A	596	20,085,000	5	151,436	0.30
RAD 04-20G2	174	6,710,000	15	585,148	1.16
	2,110	\$50,625,000	62	\$1,603,163	3.17%

Note: Totals may not tie due to rounding.

Source: Orange County Fiscal Year 2014-15 Secured Property Roll, as compiled by Willdan Financial Services.

Table 4
City of Irvine
Reassessment District No. 15-2
Owners With Percent of Total Share of Bond Lien Greater than 2%
For Fiscal Year 2014-15

Property Owner	Number of Parcels	Number of Undeveloped Parcels	Total Assessed Value	Reassessment Lien	Total Direct and Overlapping Debt ⁽¹⁾	Value to Lien	Percent of Reassessment Lien	Land Use	Prior Assessment District	Final Reassessment Payment Year
Irvine Comm. Dev. Co. LLC	160	42	\$ 28,957,778	\$ 3,496,340	\$ 9,315,297	3.11	6.91%	Devel. & Undevel. Residential; Devel Rural	07-22G1, 07-22G2, 7-22G3 & 10-23A	2032 & 2014
KB Home Coastal Inc.	23	15	11,366,737	898,590	1,607,625	7.07	1.77	Devel. & Undevel. Residential	04-20G2	2042
Zhao, Wei & Zhang, Feng	4	0	3,446,778	137,654	375,670	9.18	0.27	Developed Residential	10-23A	2041
Ha, Chuen	3	0	2,061,941	89,295	243,732	8.46	0.18	Developed Residential	10-23A	2041
Irvine Pacific LP	4	0	1,294,344	88,644	243,655	5.31	0.18	Developed Residential	07-22G1, 7-22G3 & 10-23A	2032 & 2041
Wu, Chunxia	6	0	2,389,798	85,541	320,131	7.47	0.17	Developed Residential	07-22G1	2032
Shi, Yi	2	0	2,194,140	83,473	170,074	12.90	0.16	Developed Residential	04-20G2	2042
Chen, Jian	2	0	2,085,659	83,473	168,887	12.35	0.16	Developed Residential	04-20G2	2042
Gao, Bin	3	0	2,269,593	82,562	235,524	9.64	0.16	Developed Residential	07-22G1 & 10-23A	2032 & 2041
Chang, Tai Sun	2	0	1,934,731	77,080	198,860	9.73	0.15	Developed Residential	10-23A	2041
Remaining Property Owners	1,901	5	1,364,448,760	45,502,348	132,170,426	10.32	89.88	Varies	Varies	Varies
	2,110	62	\$1,422,450,259	\$50,625,000	\$145,049,881	9.81	100.00%			

⁽¹⁾ Overlapping Debt provided by California Municipal Statistics, Inc.

Note: Totals may not tie due to rounding.

Source: Orange County Fiscal Year 2014-15 Secured Property Roll, as compiled by Willdan Financial Services..

Property Tax and Assessment Payment Delinquency Status

The City reports that according to County records, as of June 16, 2015, owners of 16 of the assessable parcels of property in the Reassessment District were delinquent in their respective regular property tax payments for Fiscal Year 2014-15, representing a delinquency rate of 0.47% of the aggregate assessments or reassessments, as applicable, as of June 16, 2015 for the first installment and second installment collections to such date. Table 5 below summarizes prior year delinquencies in the payment of assessments or reassessments, as applicable, by owners of real property on which assessments or reassessments, as applicable, securing the Prior Bonds were levied from Fiscal Year 2011-12 through 2014-15.

Table 5
City of Irvine
Reassessment District No. 15-2
Fiscal Year End Summary of Delinquent Assessments

Fiscal Year	Parcels Levied	Annual Assessment	Fiscal Year End Delinquency				Outstanding Delinquency as of June 16, 2015		
			As of Date	Parcels Delinquent	Assessment Delinquent⁽¹⁾	Percent Delinquent	Parcels Delinquent	Assessment Delinquent⁽¹⁾	Percent Delinquent
2011-12 ⁽²⁾	175	\$ 1,883,000	5/17/2012	24	\$749,466	39.80%	0	\$ 0	0.00%
2012-13 ⁽²⁾	953	3,666,000	5/8/2013	90	950,459	25.93	1	1,720	0.05
2013-14	1,527	4,516,000	5/15/2014	64	296,584	6.57	3	4,990	0.11
2014-15	2,110	4,761,261	6/16/2015	16	22,522	0.47	16	22,522	0.47

⁽¹⁾ Amount does not include any penalties, interest or fees.

⁽²⁾ The County granted mid-year segregations to certain parcels causing revised tax bills to be issued which extended the due dates. This artificially inflated the delinquency rate in this year.

Source: Orange County Tax Collector's Office, as compiled by Willdan Financial Services.

The risk of delinquencies in the payment of Reassessment Installments may be reduced by the existence and implementation of the County’s Teeter Plan. See “SECURITY FOR THE BONDS – Teeter Plan” herein for a detailed discussion of the County’s Teeter Plan.

Estimated Value-to-Lien Ratios

According to the County’s Fiscal Year 2014-15 property ownership records, there were 2,110 parcels in the Reassessment District. Based on the share of the lien representing the \$50,625,000 principal amount of Bonds, the overall value-to-lien ratio for Fiscal Year 2014-15 is approximately 9.81 to 1 (including other outstanding direct and overlapping tax indebtedness applicable to assessable property in the Reassessment District) and approximately 28 times the sum of the principal amount of the Bonds. Table 6 shows value to lien ratios for the Bonds as a percentage of the share of Bond lien by ratio category.

**Table 6
City of Irvine
Reassessment District No. 15-2
Value to Lien Ratios**

Value to Lien	Number of Parcels	Fiscal Year 2014-15 Total Assessed Value	Reassessment Lien	Percent of Reassessment Lien	Total Direct and Overlapping Debt ⁽¹⁾
15.00:1 to 19.99:1	20	\$ 20,835,285	\$ 503,780	1.00%	\$ 1,351,751
10.00:1 to 14.99:1	1,051	865,279,077	26,359,033	52.07	73,527,946
5.00:1 to 9.99:1	890	512,798,017	20,603,490	40.70	61,612,430
4.00:1 to 4.99:1	40	9,797,489	786,610	1.55	2,319,559
3.00:1 to 3.99:1	49	10,186,737	978,092	1.93	2,844,099
Less than 3.00:1	60	3,553,654	1,393,995	2.75	3,394,096
Total	2,110	\$1,422,450,259	\$50,625,000	100.00%	\$145,049,881

⁽¹⁾ Overlapping Debt provided by California Municipal Statistics, Inc.

Note: Totals may not tie due to rounding.

Source: Orange County Fiscal Year 2014-15 Secured Property Roll, as compiled by Willdan Financial Services.

Table 7 illustrates value to lien ratios for each of the Prior Assessment Districts and designated groups in which are located the parcels whose assessments or reassessments, as applicable, secure the Prior Bonds.

**Table 7
City of Irvine
Reassessment District No. 15-2
Value to Lien Ratios**

Prior Assessment District	Number of Parcels	Reassessment Lien	Fiscal Year 2014-15 Total Assessed Value	Total Direct and Overlapping Debt ⁽¹⁾	Value to Lien
AD 07-22G1	957	\$16,215,000	\$ 547,810,070	\$54,376,034	10.07
AD 07-22G2	168	2,470,000	68,616,067	9,134,608	7.51
AD 07-22G3	215	5,145,000	148,809,554	13,368,526	11.13
AD 10-23 Series A	596	20,085,000	512,675,447	54,450,486	9.42
RAD 04-20G2	174	6,710,000	144,539,121	13,720,228	10.53
Total	2,110	50,625,000	\$1,422,450,259	\$145,049,881	9.81

⁽¹⁾ Overlapping Debt provided by California Municipal Statistics, Inc.

Note: Totals may not tie due to rounding.

Source: Orange County Fiscal Year 2014-15 Secured Property Roll, as compiled by Willdan Financial Services.

No assurance can be given that any of the foregoing value-to-lien ratios will be maintained during the period of time that the Bonds are Outstanding. The City has no control over future property values or the amount of additional indebtedness that may be issued in the future by other public agencies, the payment of which, through the levy of a tax or an assessment, is on a parity with the Reassessments. See “SPECIAL RISK FACTORS – Property Values.”

Direct and Overlapping Debt

Estimated Debt

Contained within the Reassessment District are numerous overlapping local agencies providing public services. Some of such local agencies have outstanding bonds issued in the form of general obligation, special tax and special assessment bonds including the Irvine Ranch Water District, the Municipal Water District of Orange County, The Metropolitan Water District of Southern California, and others. Additional indebtedness could be authorized by the City or other public agencies at any time.

Set forth in Table 8 is the indebtedness outstanding as of June 1, 2015 payable from taxes and assessments that may be levied on property within the Reassessment District. Unlike Table 2 above, Table 8 shows the principal amount of direct and overlapping tax and assessment debt (including the Prior Bonds as of June 1, 2015), which includes the assessment installments that have been levied for debt service due on the Prior Bonds on September 2, 2015. No additional assessment bonds of an issue can be issued upon the security of the unpaid prior assessments or reassessments, as applicable, levied within the Reassessment District. These listed and other public agencies may issue indebtedness or additional indebtedness on property within the Reassessment District at any time. See “SECURITY FOR THE BONDS – Priority of Lien.”

The \$50,625,000 principal amount of Bonds constitutes direct debt for the assessable property in the Reassessment District. As shown, there is approximately \$94.4 million of other outstanding direct and overlapping tax indebtedness applicable to taxable property in the Reassessment District. Thus, the estimated direct and overlapping debt allocable to the taxable property in the Reassessment District following the refunding of the Prior Bonds will be approximately \$145 million.

**Table 8
City of Irvine
Reassessment District No. 15-2
Direct and Overlapping Debt**

2014-15 Local Secured Assessed Valuations: \$1,422,450,259 (Land and Improvements)

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable</u>	<u>Debt 06/01/15</u>
Metropolitan Water District	0.061%	\$ 67,831
Irvine Ranch Water District, I.D. No. 125	2.424	4,485,678
Irvine Ranch Water District, I.D. No. 225	2.859	6,815,146
Irvine Unified School District Community Facilities District No. 86-1	3.613	2,791,752
Irvine Unified School District Community Facilities District No. 09-1	23.115	80,264,475
City of Irvine Assessment District No. 04-20, Group 2	100.	7,050,000⁽¹⁾
City of Irvine Assessment District No. 07-22, Group 1	100.	17,755,000⁽¹⁾
City of Irvine Assessment District No. 07-22, Group 2	100.	2,725,000⁽¹⁾
City of Irvine Assessment District No. 07-22, Group 3	100.	5,610,000⁽¹⁾
City of Irvine Assessment District No. 10-23A	100.	21,726,803⁽¹⁾
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$149,291,685
 <u>OVERLAPPING GENERAL FUND DEBT:</u>		
Orange County General Fund Obligations	0.302%	\$ 298,696
Orange County Pension Obligation Bonds	0.302	1,290,324
Orange County Board of Education Certificates of Participation	0.302	45,874
Municipal Water District of Orange County Water Facilities Corporation	0.361	19,350
TOTAL GROSS OVERLAPPING GENERAL FUND DEBT		\$ 1,654,244
Less: MWDOC Water Facilities Corporation (100% supporting by revenue funds)		19,350
TOTAL NET OVERLAPPING GENERAL FUND DEBT		\$ 1,634,894
 GROSS COMBINED TOTAL DEBT		\$150,945,929⁽²⁾
NET COMBINED TOTAL DEBT		\$150,926,579

(1) Remaining principal as of 9/2/15. Excludes refunding issue to be sold.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Ratios to 2014-15 Assessed Valuation

Direct Debt (\$54,866,803)	3.86%
Total Direct and Overlapping Tax and Assessment Debt	10.50%
Gross Combined Total Debt	10.61%
Net Combined Total Debt.....	10.61%

Source: California Municipal Statistics, Inc.

SPECIAL RISK FACTORS

The purchase of the Bonds involves certain investment risks. The following is a discussion of certain risk factors which should be considered, in addition to other matters set forth herein, in evaluating the investment quality of the Bonds. The discussion does not purport to be comprehensive or definitive and does not purport to be a complete statement of all factors which may be considered as risks in evaluating the credit quality of the Bonds, and the Official Statement should be read in its entirety for the purpose of making an informed investment decision.

General

To provide for the payment of debt service on the Bonds, it is necessary that unpaid Reassessment Installments be paid in a timely manner. Although the unpaid Reassessments constitute fixed liens on the assessable parcels of property in the Reassessment District, they do not constitute a

personal indebtedness of the respective owners of such parcels. There is no assurance that such owners will be financially able to pay the Reassessment Installments or that they will pay such installments even though financially able to do so.

Failure by owners of the assessable parcels of property in the Reassessment District to pay Reassessment Installments when due (absent the receipt of sufficient payments under the Teeter Plan), depletion of the Reserve Fund or the inability to sell the assessable parcels of property in the Reassessment District at foreclosure proceedings for amounts sufficient to cover delinquent Reassessment Installments levied against such parcels would result in the inability to make full or punctual payments of debt service to the Bond Owners.

The timely payment of the Reassessment Installments will depend upon the willingness and ability of the owners of the assessable parcels of property in the Reassessment District to pay such installments when due. The City has not undertaken to assess the financial condition of the owners of the assessable parcels of property in the Reassessment District or the likelihood that they will pay or will be able to pay the Reassessment Installments when due, and expresses no view concerning these matters.

Risks of Real Estate Secured Investments Generally

The Owners and Beneficial Owners of the Bonds will be subject to the risks generally incident to an investment secured by real estate, including, without limitation, (a) adverse changes in local market conditions, such as changes in the market value of real property in the vicinity of the Reassessment District, the supply of or demand for competitive properties in such area, and the market value of competitive properties in the event of sale or foreclosure, (b) changes in real estate tax rates and other operating expenses, governmental rules (including, without limitation, zoning laws and laws relating to endangered species and hazardous materials) and fiscal policies, and (c) natural disasters (including, without limitation, earthquakes, fires, droughts and floods), which may result in uninsured losses.

Failure to Develop Properties

Generally, the City's ability to pay scheduled payments of principal of, premium, if any, and interest on the Bonds will be dependent upon the economic strength of the Reassessment District, in particular, and the local economy, in general. As of January 1, 2014 and according to the County's Fiscal Year 2014-15 property ownership records, of the 2,110 parcels to be included in the Reassessment District, all but 62 were developed with substantially occupied residential improvements as of January 1, 2014. A more recent review of the City's building permit applications indicates that of these 62 parcels, approximately 48 of these have been issued final building permits and are ready for occupancy or occupied, 13 have building permits issued, and 1 has no permit activity, which subsequent information not appearing on the County's Fiscal Year 2014-15 property ownership records is not included in the tables herein. Completion of remaining residential units and further development as may occur within the Reassessment District and within the larger local economy may be subject to unexpected delays, disruptions and changes.

Limitations on Remedies

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

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Indenture to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent

conveyance or transfer, moratorium, or others similar laws affecting generally the enforcement of creditor's rights, by equitable principles, by the exercise of judicial discretion and by limitations on remedies against public agencies in the State. Additionally, the Bonds are not subject to acceleration in the event of the breach of any covenant or duty under the Indenture. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Owners.

Nonavailability of City Funds

So long as the Reassessment District is included in the County's Teeter Plan and the City is paid under the Teeter Plan for all Reassessments levied therein, the proceeds of any foreclosure sale of an assessable parcel of property in the Reassessment District will be paid to the County's Teeter Plan and not to the City. If the County's Teeter Plan is terminated (or if the County fails to make payments to the City when due under the Teeter Plan), the Trustee may be required to transfer the amount of a delinquent installment from the Reserve Fund to the Redemption Fund. If the Reserve Fund is depleted and if there are additional delinquencies, the City is not required to transfer into the Redemption Fund the amount of the delinquency out of any other moneys of the City. If the County's Teeter Plan is terminated (or if the County fails to make payments to the City when due under the Teeter Plan), the failure of any owners to pay Reassessment Installments in a timely manner could result in the unavailability of money to pay the principal of or interest on the Bonds. See "SECURITY FOR THE BONDS – Teeter Plan."

Bankruptcy and Foreclosure Delays

The payment of the Reassessment Installments and the ability of the City to foreclose the lien of a delinquent unpaid Reassessment Installment, as discussed in "SECURITY FOR THE BONDS – Obligation of the City Upon Delinquency," may be limited by bankruptcy, insolvency or other laws generally affecting creditors' rights or by the laws of the State relating to judicial foreclosure. In addition, the prosecution of a foreclosure action could be delayed due to crowded local court calendars, delays in the legal process and procedural delaying tactics. So long as the Reassessment District is included in the County's Teeter Plan and the City is paid under the Teeter Plan for all Reassessments levied therein, the proceeds of any foreclosure sale of an assessable parcel of property in the Reassessment District will be paid to the County's Teeter Plan and not to the City.

The various legal opinions to be delivered concurrently with the delivery of the Bonds (including Bond Counsel's approving legal opinion) will be qualified, as to the enforceability of the various legal instruments, by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the creditors' rights, by the application of equitable principles and by the exercise of judicial discretion in appropriate cases.

Although bankruptcy proceedings would not cause the lien of the Reassessments to become extinguished, the bankruptcy of a property owner or of a partner or other equity owner of a property owner, could result in the stay of the enforcement of the lien for the Reassessments, a delay in prosecuting Superior Court foreclosure proceedings or adversely affect the ability or willingness of a property owner to pay the Reassessment Installments, and could result in the possibility of delinquent Reassessment Installments not being paid in full. In addition, the amount of any lien on property securing the payment of delinquent Reassessment Installments could be reduced if the value of the property were determined by the bankruptcy court to have become less than the amount of the lien, and the amount of the delinquent Reassessment Installments in excess of the reduced lien could then be treated as an unsecured claim by the court. Any such stay of the enforcement of the lien, or any such delay or non-payment would increase the likelihood of a delay or default in payment of the principal of and interest on the Bonds and the possibility of delinquent Reassessment Installments not being paid in full.

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

Teeter Plan Termination

In 1993, the County implemented its Teeter Plan, as an alternate procedure for the distribution of certain property tax and assessment levies on the secured roll. Pursuant to its Teeter Plan, the County has elected to provide local agencies and taxing areas, including the Reassessment District, with full tax and assessment levies instead of actual tax and assessment collections. In return the County is entitled to retain all delinquent tax and assessment payments, penalties and interest. Thus, the County's Teeter Plan may help protect Owners of the Bonds from the risk of delinquencies in the payment of Reassessments Installments. However, the County is entitled, and under certain circumstances could be required, to terminate its Teeter Plan with respect to all or part of the local agencies and taxing areas covered thereby. The City is not required by law to participate in the Teeter Plan with respect to the Reassessment District and could withdraw at any time with the consent of the County. A termination of the Teeter Plan with respect to the Reassessment District would eliminate such protection from delinquent Reassessments Installments. See "SECURITY FOR THE BONDS – Teeter Plan."

FDIC/Federal Government Interests in Properties

The City's ability to enforce the lien of a Reassessment installment and to foreclose the lien of a delinquent Reassessment installment, is limited with regard to properties in which the Internal Revenue Service, the Drug Enforcement Agency, Federal Deposit Insurance Corporation (the "FDIC"), or other federal government entities such as Fannie Mae or Freddie Mac, has or obtains an interest.

In the case of the FDIC, in the event that any financial institution making a loan which is secured by parcels is taken over by the FDIC and the applicable installment of any Reassessments levied within the Reassessment District is not paid, the remedies available to the City may be constrained. The FDIC's policy statement regarding the payment of state and local real property taxes (the "Policy Statement") provides that taxes other than *ad valorem* taxes which are secured by a valid lien in effect before the FDIC acquired an interest in a property will be paid unless the FDIC determines that abandonment of its interests is appropriate. The Policy Statement provides that the FDIC generally will not pay installments of non-*ad valorem* taxes which are levied after the time the FDIC acquires its fee interest, nor will the FDIC recognize the validity of any lien to secure payment except in certain cases where the Resolution Trust Corporation had an interest in property on or prior to December 31, 1995. Moreover, the Policy Statement provides that, with respect to parcels on which the FDIC holds a mortgage lien, the FDIC will not permit its lien to be foreclosed upon by a taxing authority without its specific consent, nor will the FDIC pay or recognize liens for any penalties, fines or similar claims imposed for the non-payment of taxes or assessments.

The FDIC has taken a position similar to that expressed in the Policy Statement in legal proceedings brought against Orange County, California, in United States Bankruptcy Court and in Federal District Court. The Bankruptcy Court issued a ruling in favor of the FDIC on certain of such claims. Orange County appealed that ruling, and the FDIC cross-appealed. On August 28, 2001, the Ninth Circuit Court of Appeals issued a ruling favorable to the FDIC except with respect to the payment of pre-receivership liens based upon delinquent property tax.

The City is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency with respect to parcels in which the FDIC has or obtains an interest, although prohibiting the lien of the FDIC to be foreclosed out at a judicial foreclosure sale would prevent or delay the foreclosure sale. In the case of Fannie Mae and Freddie Mac, in the event a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, or in the event a private deed of trust secured by a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, the ability to foreclose on the parcel or to collect delinquent Reassessments levied within the Reassessment District and each installment thereof may be limited. Federal courts have held that, based on the supremacy clause of the United States Constitution, in the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest. This means that, unless Congress has otherwise provided, if a federal government entity owns a parcel of taxable property but does not pay taxes and assessments levied on the parcel (including the Reassessments), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if an instrumentality of the federal government such as Fannie Mae or Freddie Mac has a mortgage interest in the parcel and the City wishes to foreclose on the parcel as a result of delinquent Reassessments levied within the Reassessment District and each installment thereof, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Reassessments and preserve the federal government's mortgage interest.

The City's remedies may also be limited in the case of delinquent Reassessments levied within the Reassessment District and each installment thereof with respect to parcels in which other federal agencies (such as the Internal Revenue Service and the Drug Enforcement Administration) have or obtain an interest.

The City is unable to predict what effect the FDIC's application of the Policy Statement would have in the event of a delinquency on a parcel within the City in which the FDIC has an interest, although prohibiting the lien of the FDIC to be foreclosed at a judicial foreclosure sale would reduce or eliminate the persons willing to purchase a parcel at a foreclosure sale. Owners and Beneficial Owners of the Bonds should assume that the City will be unable to foreclose on any parcel owned by the FDIC. According to County records, as of January 1, 2014, no property in the portion of the Prior Assessment Districts securing the Prior Bonds described herein was owned by the FDIC or any other federal government entity.

Price Realized Upon Foreclosure

Section 8832 of the Streets and Highways Code prescribes the minimum price (the "Minimum Price") at which property may be sold in a judicial foreclosure resulting from delinquencies on assessment installments. The Minimum Price is the amount equal to the delinquent installments of principal and interest of the assessment, together with all interest, penalties, costs, fees, charges and other amounts more fully detailed in said Section 8832. However, Section 8836 of the Streets and Highways Code provides that the court may authorize a sale at less than the Minimum Price if the court makes certain determinations, based on the evidence introduced at the required hearing, which evidence must establish that no ultimate loss will result to the Bond Owners or that no other remedy is acceptable and at least 75% of the outstanding bonds consent to such sale.

The Reassessment lien upon property sold pursuant to this procedure at a lesser price than the Minimum Price would be reduced by the difference between the Minimum Price and the actual sale price.

If foreclosure proceedings do not result in full collection of delinquent Reassessments, it is possible that owners of the Bonds may not receive payment of principal or interest on the Bonds.

In any event, the City may not need to institute foreclosure proceedings so long as the County's Teeter Plan is in existence and such Teeter Plan continues to provide the City with full tax and assessment levies instead of actual tax collections. See "SECURITY FOR THE BONDS – Teeter Plan" for a detailed discussion of the County's Teeter Plan.

Pursuant to the Act, if a parcel which is included within the Reassessment District is foreclosed upon and cannot be sold at the foreclosure sale at a price equal to the amount of the judgment for delinquent Reassessment Installments with costs and interest thereon, the City may petition a court to authorize the sale of such parcel at a lesser Minimum Price or without a Minimum Price. "Minimum Price" as used in the Act is the amount equal to the delinquent installments of principal or interest of the assessment, together with all interest penalties, costs fees, charges and other amounts more fully defined in the Act. The court may authorize a sale at less than the Minimum Price if it will not result in an ultimate loss to the Bond Owners or, under certain circumstances, if owners of 75% or more of the outstanding bonds consent to such sale. Any such sale would produce a shortfall in the aggregate Reassessment Installments payable with respect to such parcel and, absent payments from the County's Teeter Plan and sufficient amounts on deposit in the Reserve Fund, could ultimately result in a default in the payment of principal on the Bonds. In any event, the City may not need to institute foreclosure proceedings so long as the County's Teeter Plan is in existence and such Teeter Plan continues to provide the City with full tax and assessment levies instead of actual tax collections. See "SECURITY FOR THE BONDS – Teeter Plan."

In comparing the aggregate value of real property within the Reassessment District and the principal amount of the Bonds, it should be noted that only parcels upon which there is a delinquent Reassessment can be foreclosed, and the other parcels within the Reassessment District cannot be foreclosed upon as a whole to pay delinquent Reassessments of the owners of such delinquent parcels. In any event, individual parcels may be foreclosed upon to pay delinquent installments of the Reassessments levied only against such parcels.

Natural Disasters and Drought Conditions

The Reassessment District, like all California communities, may be subject to unpredictable seismic activity, wildfires or flooding in the wake of fires or in the event of unseasonable rainfall. There is significant potential for destructive ground-shaking during the occurrence of a major seismic event. There is no evidence that a ground surface rupture will occur in the event of an earthquake, but there is significant potential for destructive ground-shaking during the occurrence of a major seismic event. Known active faults that could cause significant ground shaking in the Reassessment District include, but are not limited to, the San Andreas Fault and the Newport Beach/Inglewood Fault. In addition, land susceptible to seismic activity may be subject to liquefaction during the occurrence of such an event. In the event of a severe earthquake, there may be significant damage to both property and infrastructure in the Reassessment District. As a result, a substantial portion of the property owners may be unable or unwilling to pay the Reassessments when due. In addition, the value of land within the Reassessment District could be diminished in the aftermath of such an earthquake, fire or flood, reducing the resulting proceeds of foreclosure sales in the event of delinquencies in the payment of Reassessments.

From time to time the desert southwest and much of California experiences extended drought conditions. Water service within the Reassessment District is provided by IRWD whose supply comes from local groundwater wells in the Orange County Groundwater Basin, and the Irvine and Lake Forest sub-basins and from imported water purchased through the Municipal Water District of Orange County

(MWDOC) from the Metropolitan Water District of Southern California (MWD), a regional water wholesaler that delivers imported water from Northern California and the Colorado River.

On March 27, 2015, Governor Brown signed emergency legislation (AB 91 and 92) that will mandate reductions in residential use and expedite \$1 billion for drought and water infrastructure projects, including emergency food aid, drinking water, water recycling, conservation awareness, and flood protection. The action comes as the Sierra Nevada snowpack, which Californians rely on heavily during the summer for their water needs, is near a record low.

Previously, on January 17, 2014, Governor Brown proclaimed a state of emergency due to the severe drought conditions faced by the State. Legislation was enacted in February 2014 which provided \$687.4 million to support drought relief. The 2014-15 State Budget includes additional one-time resources to continue immediate drought-related efforts started in 2014, such as an increase of \$53.8 million general fund and \$12.2 million other funds for firefighting efforts, and an increase of \$18.1 million general fund to aid in assessing water conditions and provide public outreach regarding water conservation.

As to remaining development in the Reassessment District, the City generally expects a curtailment of installation of outdoor sprinkler systems for new construction (drip or micro spray systems are approved for continuing use), regional water allocation plans will include adjustments to water allocations to reflect any growth that may be occurring in various water agencies, and multi-family properties and single family attached housing can be expected to be less impacted due to minimal private yards, and determinations for specific reductions in water use are expected to be made by the agencies providing water, not the Reassessment District, the City or the County.

Endangered Species

During the past several years, there has been an increase in activity at the State and federal level related to the listing and possible listing of certain plant and animal species found in the State as endangered species. At present, none of the property within the Reassessment District is known to be inhabited by any plant or animal species which either the California Fish and Game Commission or the United States Fish and Wildlife Service has listed as endangered or proposed for addition to the endangered species list. Notwithstanding this fact, new species are proposed to be added to the State and federal protected lists on a regular basis. See “– Property Values.”

Hazardous Substances

One of the most serious risks in terms of the potential reduction in the value of real property is a claim with regard to a hazardous substance. In general, the owners and operators of real property may be required by law to remedy conditions of the lot relating to release or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as “CERCLA” or the “Superfund Act,” is the most well known and widely applicable of these laws, but California laws with regard to hazardous substances are also similarly stringent. Under many of these laws, the owner or operator is obligated to remedy a hazardous substance condition of the property whether or not the owner or operator had anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the assessable property within the Reassessment District be affected by a hazardous substance, will be to reduce the marketability and value of such parcel by the costs of remedying the condition, because the prospective purchaser, upon becoming owner, will become obligated to remedy the condition just as the seller is so obligated.

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

The City has no knowledge of any hazardous substances being located on the assessable parcels of property in the Reassessment District.

Property Values

The value of the assessable property within the Reassessment District is a critical factor in determining the investment quality of the Bonds.

If a property owner is delinquent in the payment of a Reassessment Installment, the City's only remedy is to commence foreclosure proceedings in an attempt to obtain funds to pay the Bonds. Reductions in property values due to a downturn in the economy, physical events such as earthquakes or floods, stricter land use regulations or other events could adversely impact the security underlying the Reassessments.

The estimated value-to-lien ratio of individual parcels varies greatly. No assurance can be given that should a parcel with delinquent Reassessment Installments be foreclosed upon and sold for the amount of the delinquency, any bid will be received for such parcel or, if a bid is received, that such bid will be sufficient to pay all delinquent Reassessment Installments. Further, no assurance can be given that such value-to-lien ratios will be maintained over time. As discussed herein, many factors which are beyond the control of the City could adversely affect the property values within the Reassessment District. The City also has no control over the amount of additional indebtedness that may be issued by other public agencies, the payment of which, through the levy of a tax or an assessment, is on a parity with the Reassessments. See "Parity of Taxes, Bonds and Special Assessments" below and "THE REASSESSMENT DISTRICT – Direct and Overlapping Debt." A decrease in the property values in the Reassessment District or an increase in the parity liens on property in the Reassessment District, or both, could result in a lowering of the value-to-lien ratios of the property in the Reassessment District.

See "SECURITY FOR THE BONDS – Obligation of the City Upon Delinquency" for a discussion of the provisions which apply, and procedures which the City is obligated to follow under the Indenture, in the event of delinquencies in the payment of Reassessment Installments. Although the Act authorizes the City to cause a foreclosure action to be commenced and diligently pursued to completion, the Act does not specify any obligation of the City with regard to purchasing or otherwise acquiring any parcel of property sold at a foreclosure sale in any such action if there is no other purchaser at such sale. The City has not in any way agreed, nor does it expect, to be such a purchaser. See "– FDIC/Federal Government Interests in Properties" for a discussion of the policy of the FDIC regarding the payment of assessments and special taxes and limitations on the City's ability to foreclose on the lien of the Reassessments in certain circumstances.

Parity of Taxes, Bonds and Special Assessments

The Reassessments and any penalties with respect thereto constitute a lien against the assessable property within the Reassessment District until they are paid. The lien of the Reassessments is

subordinate to all fixed special assessment liens previously imposed upon the same property, but has priority over all private liens and over all fixed special assessment liens which may thereafter be created against the property. Such lien is co-equal to and independent of the lien for general taxes and any lien imposed under the Mello-Roos Community Facilities Act of 1982, as amended. See “THE REASSESSMENT DISTRICT – Direct and Overlapping Debt” herein for a description of other special taxes or assessments secured by a lien on property within the Reassessment District. The City does not have control over the ability of other local government agencies to issue indebtedness secured by assessments or special taxes against all or a portion of the Reassessment District. In addition, the owners of assessable parcels of property in the Reassessment District may, without the consent or knowledge of the City, petition other public agencies to issue public indebtedness secured by assessments or special taxes. Any such assessments or special taxes may have a lien on such property on a parity with the Reassessments. See “THE REASSESSMENT DISTRICT – Direct and Overlapping Debt.”

Proposition 218

On November 5, 1996, the voters of the State approved Proposition 218, the so-called “Right to Vote on Taxes Act.” Proposition 218 added Articles XIIC and XIID to the State Constitution, which contain, among other things, a number of provisions affecting the ability of the City to levy and collect both existing and future taxes, assessments, fees and charges. Under the Act, Section 9525(b) of the California Streets and Highways Code, the Reassessments herein are not assessments within the meaning of, and may be ordered without compliance with the procedural requirements of, Article XIID of the California Constitution. In addition, under Section 10400 of the California Streets and Highways Code, any challenge (including any constitutional challenge) to the proceedings or the assessment must be brought within 30 days after the date the assessment was levied. With respect to the portion of the Prior Assessment Districts securing the Prior Bonds described herein for which the City completed its proceedings for the levy of assessments after July 1, 1997, the City complied with the provisions of Section 4 of Article XIID.

Article XIIC removes limitations on the initiative power in matters of local taxes, assessments, fees and charges. Article XIIC does not define the term “assessment”, and it is unclear whether this term is intended to include assessments levied under the 1913 Act. Furthermore, this provision of Article XIIC is not, by its terms, restricted in its application to assessments which were established or imposed on or after July 1, 1997. In the case of the unpaid Reassessments which are pledged as security for the payment of the Bonds, the Act provides a mandatory, statutory duty of the City and the County Auditor to post installments on account of the unpaid Reassessments to the property tax roll of the County each year while any of the Bonds are outstanding, in amounts equal to the principal of and interest on the Bonds coming due in the succeeding calendar year. Although the matter is not free from doubt, it is likely that a court would hold that Article XIIC has not conferred on the voters the power to reduce or repeal the unpaid Reassessments which are pledged as security for payment of a Bond or to otherwise interfere with performance of the mandatory, statutory duty of the City and the County Auditor with respect to the unpaid Reassessments which are pledged as security for payment of the Bonds.

The interpretation and application of the Proposition 218 will ultimately be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination.

Ballot Initiatives and Legislative Measures

Proposition 218 was adopted pursuant to a measure qualified for the ballot pursuant to California’s constitutional initiative process, and the State Legislature has in the past enacted legislation which has altered the spending limitations or established minimum funding provision for particular

activities. From time to time, other initiative measures could be adopted by California voters or legislation enacted by the Legislature. The adoption of any such initiative or legislation might place limitations on the ability of the State, the City or local districts to increase revenues or to increase appropriations or on the ability of a landowner to complete the development of property.

No Acceleration

The Bonds do not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Indenture. There is no provision in the Act or the Indenture for acceleration of the Reassessment Installments in the event of a payment default by an owner of an assessable parcel of property in the Reassessment District or otherwise, or upon any adverse change in the tax status of interest on the Bonds. Pursuant to the Indenture, a Bond Owner is given the right for the equal benefit and protection of all Bond Owners to pursue certain remedies described in APPENDIX C – “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE.”

Loss of Tax Exemption

As discussed under the caption “TAX MATTERS,” interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued, as a result of future acts or omissions of the City in violation of its covenants in the Indenture. Should such an event of taxability occur, the Bonds are not subject to early redemption and will remain outstanding until maturity or until redeemed under one of the other provisions contained in the Indenture.

IRS Audit of Tax-Exempt Bond Issues

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

TAX MATTERS

In the opinion of Rutan & Tucker, LLP (“Bond Counsel”), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the “Code”) and is exempt from State of California personal income taxes. Bond Counsel is of the further opinion that interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. A complete copy of the proposed form of opinion of Bond Counsel is set forth in Appendix B hereto.

To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes “original issue discount,” the accrual of which, to the extent properly allocable to each owner thereof, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes and State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of the Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity

of such Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Bonds. Owners of the Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Bonds purchased, whether at original issuance or otherwise, for an amount greater than their principal amount payable at maturity (or, in some cases, at their earlier call date) (“Premium Bonds”) will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax exempt interest received, and a purchaser’s basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such purchaser. Owners of Premium Bonds should consult their tax advisors as to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The City has covenanted to comply with certain restrictions designed to ensure that interest on the Bonds will not be included in federal gross income. Failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. The opinion of Bond Counsel assumes compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds. Further, no assurance can be given that pending or future legislation or amendments to the Code, if enacted into law, or any proposed legislation or amendments to the Code, will not adversely affect the value of, or the tax status of interest on, the Bonds. Prospective Beneficial Owners are urged to consult their own tax advisors with respect to proposals to restructure the federal income tax.

Certain requirements and procedures contained or referred to in the Indenture, the Tax Certificate, and other relevant documents may be changed and certain actions (including, without limitation, defeasance of the Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. Bond Counsel expresses no opinion as to the effect on the exclusion of from gross income of interest on any Bond if any such change occurs or action is taken or omitted upon the advice or approval of bond counsel other than Rutan & Tucker, LLP.

Although Bond Counsel is of the opinion that interest on the Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may otherwise affect a Beneficial Owner’s federal or state tax liability. The nature and extent of these other tax consequences will depend upon the particular tax status of the Beneficial Owner or the Beneficial Owner’s other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

NO LITIGATION

There is no action, suit, or proceeding pending or, to the best knowledge of the City, threatened at the present time restraining or enjoining the delivery of the Bonds or in any way contesting or affecting the validity of the Bonds or any proceedings of the City taken with respect to the issuance or sale thereof.

A no litigation opinion rendered by the City Attorney will be required to be delivered to the Underwriters simultaneously with the delivery of the Bonds.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of Owners and Beneficial Owners of the Bonds to provide certain financial information and operating data relating to the Reassessment District by not later than eight months following the end of the City's fiscal year (which currently would be March 1) (the "Annual Report"), commencing with the Annual Report for the 2014-15 fiscal year, and to provide notices of the occurrence of certain enumerated events. The Annual Report will be filed by Willdan Financial Services, as dissemination agent (the "Dissemination Agent") on behalf of the City with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system (the "EMMA System"), for purposes of Rule 15c2-12(b)(5) (the "Rule") adopted by the U.S. Securities and Exchange Commission ("SEC"). The notices of enumerated events will be filed by the Dissemination Agent on behalf of the City with the Municipal Securities Rulemaking Board. The specific nature of the information to be contained in the Annual Report or the notices of enumerated events is set forth in APPENDIX D – "FORM OF CONTINUING DISCLOSURE AGREEMENT." These covenants have been made in order to assist the Underwriters in complying with the Rule.

The City Council is the legislative body of community facilities districts established by the City Council and is the board of directors for a financing authority established pursuant to the City's Municipal Code. During the last five years (a) the financial statements for Fiscal Year 2009-10 were filed 123 days after the dates required for such filings by the continuing disclosure undertaking of one community facilities district for one issue of special tax bonds of such community facilities districts, (b) the financial statements for Fiscal Year 2010-11 were not filed for an issue of then-outstanding limited obligation improvement bonds of the City, and (c) significant event notices of changes in bond ratings resulting from changes in ratings to bond insurers or credit enhancers were not timely filed in accordance with the continuing disclosure undertakings for an issue of limited obligation improvement bonds of the City and three issues of assessment revenue bonds of such financing authority.

NO RATING

The City has not applied for, and does not expect to receive, a rating on the Bonds from any nationally recognized rating organization. This fact may limit the secondary market for, and therefore the liquidity of, the Bonds.

LEGAL MATTERS

The law firm of Rutan & Tucker, LLP has been engaged by the City as Bond Counsel to the City in connection with the issuance and sale of the Bonds. As Bond Counsel, Rutan & Tucker, LLP will render its legal opinion, as described below, which addresses, among other matters, the legality and validity of the Bonds and the exclusion of interest thereon from gross income for federal income tax purposes. Notwithstanding Rutan & Tucker, LLP's engagement by the City in any other capacity, such opinion of Rutan & Tucker, LLP as Bond Counsel is intended to be and is considered by Rutan & Tucker, LLP to be rendered objectively and without bias in favor of the City or any interests of the City. However, potential purchasers of the Bonds should be aware that the City will compensate Rutan & Tucker, LLP for its services as Bond Counsel contingent upon the successful issuance and sale of the Bonds.

The validity of the Bonds and certain other legal matters are subject to the approval of Bond Counsel. Bond Counsel will render an opinion with respect to the validity and enforceability of the

Bonds and the Indenture, and a copy of such opinion will accompany each Bond. Such opinion will be subject to the various assumptions, exceptions and limitations stated therein. See APPENDIX B – “FORM OF BOND COUNSEL OPINION.” Certain legal matters will be passed on for the City by Rutan & Tucker, LLP, Costa Mesa, California, as City Attorney, and by Orrick, Herrington & Sutcliffe LLP, Los Angeles, California as Disclosure Counsel. Certain legal matters will be passed on for the Underwriters by Stradling Yocca Carlson & Rauth, a Professional Corporation, Newport Beach, California.

VERIFICATION

Causey Demgen & Moore P.C. (the “Verification Agent”) will deliver to the City its reports indicating that it has examined, in accordance with standards established by the American Institute of Certified Public Accountants, the information and assertions provided by the City and its representatives. Included in the scope of its examination will be a verification of the mathematical accuracy of the mathematical computations of the adequacy of the money deposited with the Escrow Bank to pay the interest, principal and redemption price coming due on the Prior Bonds on and prior to their respective redemption dates as described in “THE PLAN OF FINANCING.”

FINANCIAL ADVISOR

Fieldman, Rolapp & Associates has acted as Financial Advisor solely to the City in connection with the issuance of the Bonds.

FINANCIAL INTERESTS

The fees of Bond Counsel, Disclosure Counsel, Underwriters’ Counsel and the Financial Advisor are contingent upon issuance of the Bonds. From time to time, Orrick, Herrington & Sutcliffe LLP represents the City on matters unrelated to the Bonds.

UNDERWRITING

The Bonds are being purchased through negotiation by Stifel, Nicolaus & Company, Incorporated and Piper Jaffray & Co. (the “Underwriters”). The Underwriters have agreed to purchase the Bonds for \$54,653,645.00, which represents the par amount of the Bonds, plus net original issue premium of \$4,404,925.00, less an underwriters’ discount of \$376,280.00. The purchase contract for the Bonds provides that the Underwriters will purchase all of the Bonds, if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in such purchase contract, the approval of certain legal matters by counsel and certain other conditions.

The Underwriters may offer and sell the Bonds to certain dealers and others at prices lower than the public offering prices set forth on the inside cover page hereof. The offering prices may be changed from time to time by the Underwriters.

APPENDIX A

**GENERAL ECONOMIC DATA REGARDING THE
CITY OF IRVINE AND THE COUNTY OF ORANGE**

THE FOLLOWING DATA HAS BEEN PROVIDED AS GENERAL BACKGROUND INFORMATION ONLY. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE CITY, THE COUNTY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE BONDS.

ALTHOUGH REASONABLE EFFORTS HAVE BEEN MADE TO INCLUDE UP-TO-DATE INFORMATION HEREIN, MUCH OF THE INFORMATION IS NOT CURRENT. IT SHOULD NOT BE ASSUMED THAT THE TRENDS INDICATED BY THE FOLLOWING DATA WOULD CONTINUE BEYOND THE SPECIFIC PERIODS REFLECTED HEREIN.

Population

The following table provides a historical summary of population since 2005 in the City of Irvine (the “City”), Orange County (the “County”), and the State of California (the “State”).

**CITY OF IRVINE - ORANGE COUNTY - STATE OF CALIFORNIA
POPULATION GROWTH COMPARISON**

Year	Irvine	Orange County	State of California
2005	183,218	3,055,514	36,899,392
2006	192,167	3,067,286	37,274,618
2007	199,400	3,089,756	37,674,415
2008	207,647	3,124,206	38,134,496
2009	212,541	3,155,393	38,487,889
2010	217,686	3,017,327	37,309,382
2011	219,156	3,047,127	37,570,307
2012	223,729	3,071,933	37,826,160
2013	231,117	3,099,463	38,164,011
2014	242,651	3,132,681	38,499,378

Source: State Department of Finance.

Employment

The California Employment Development Department compiles monthly data on the status of employment for the County labor market (employment figures for the City are not reported separately). The following table summarizes employment in the County between 2010 and 2014.

ORANGE COUNTY METROPOLITAN STATISTICAL AREA Estimated Number of Wage and Salary Workers by Industry

ANNUAL AVERAGE 2010 – 2014 (in thousands)

Industry	2010	2011	2012	2013	2014
Total Farm	3.7	3.2	2.8	2.9	2.8
Mining	0.5	0.5	0.5	0.6	0.7
Construction	68.0	69.2	71.3	76.8	82.0
Manufacturing:					
Nondurable Goods	43.9	43.5	43.9	43.0	42.2
Durable Goods	106.5	110.8	114.4	115.1	116.6
Transportation and Public Utilities	245.8	247.3	249.2	252.4	257.0
Wholesale Trade	77.8	77.3	77.2	79.4	81.7
Retail Trade	141.3	142.6	144.0	145.5	148.7
Financial Activities	103.5	104.8	108.3	113.1	114.1
Professional and Business Services	244.9	247.7	260.6	267.3	275.8
Educational and Health Services	165.5	168.0	173.8	184.2	190.3
Leisure & Hospitality	168.6	174.0	180.6	187.8	193.5
Government	152.3	149.3	147.9	148.7	151.9
Total ⁽¹⁾	1,370.4	1,385.6	1,422.4	1,462.4	1,498.7

⁽¹⁾ Totals may not add due to independent rounding.

Source: California Employment Development Department.

The following table summarizes the labor force, employment and unemployment figures over the period 2010 through 2014 for the City, the County, and the State.

LABOR FORCE, EMPLOYMENT AND UNEMPLOYMENT
Yearly Average for Years 2010 through 2014
 (Amounts in 000's)

<u>Year and Area</u>	<u>Civilian Labor Force</u>	<u>Employment</u>	<u>Unemployment</u>	<u>Unemployment Rate</u>
2010				
City of Irvine	112,200	103,900	8,300	7.4%
Orange County	1,538,600	1,388,900	149,700	9.7
California	18,336,300	16,091,900	2,244,300	12.2
2011				
City of Irvine	113,100	105,400	7,700	6.8%
Orange County	1,548,100	1,408,300	139,800	9.0
California	18,419,500	16,260,100	2,159,400	11.7
2012				
City of Irvine	114,800	108,000	6,800	5.9%
Orange County	1,566,100	1,443,400	122,700	7.8
California	18,554,800	16,630,100	1,924,700	10.4
2013				
City of Irvine	115,200	109,600	5,600	4.9%
Orange County	1,566,800	1,464,900	101,900	6.5
California	18,671,600	17,002,900	1,688,700	8.9
2014				
City of Irvine	116,200	111,400	4,800	4.1%
Orange County	1,575,600	1,489,200	86,400	5.5
California	18,811,400	17,397,100	1,414,300	7.5

Source: California Employment Development Department.

Industry

Some of the largest employers in the City are shown below:

LARGEST EMPLOYERS IN THE CITY OF IRVINE 2014

<u>Company</u>	<u>Employees</u>
University of California, Irvine	15,750
Irvine Unified School District	4,285
Blizzard Entertainment Inc.	2,620
Broadcom Corporation	2,604
Edwards Lifesciences	2,575
Parker Hannifin Corp	2,400
Allergan	1,922
Verizon Wireless	1,472
B Braun Medical Inc.	1,370
Western Digital Technologies	1,300

Source: City Public Safety Department.

Personal Income

Personal income information is not available for the Reassessment District. The following table summarizes the total personal and per capita income for the City, the County, the State and the nation over the period 2010 through 2014.

**PERSONAL INCOME
For the Years 2010 through 2014**

Year and Area	Personal Income (000's Omitted)	Per Capita Personal Income
2010		
City of Irvine	\$ 8,090,372	\$ 57,165
Orange County	147,359	48,826
California	1,578,553	42,282
United States	12,417,659	40,144
2011		
City of Irvine	\$ 8,481,794	\$ 41,759
Orange County	155,259	50,839
California	1,685,635	44,749
United States	13,189,935	42,332
2012		
City of Irvine	\$ 8,886,628	\$ 41,898
Orange County	166,634	54,008
California	1,805,194	47,505
United States	13,873,161	44,200
2013		
City of Irvine	\$ 8,174,011	\$ 43,102
Orange County	169,793	54,519
California	1,856,614	48,434
United States	14,151,427	44,765
2014		
City of Irvine	\$ 9,595,168	\$ 43,271
Orange County	_(1)	_(1)
California	1,944,369	50,109
United States	14,708,582	46,129

⁽¹⁾ Data not available.

Source: City data provided by U.S. Census Bureau, American Community Survey; Orange County, California and United States data provided by California Employment Development Department.

Taxable Transactions

The following tables show the annual volume of permits and taxable transactions within the City and the County from 2009 through 2013.

CITY OF IRVINE Taxable Sales (\$000's)

<u>Year</u>	<u>Number of Permits</u>	<u>Taxable Transactions</u>
2009	6,650	\$3,721,414
2010	6,835	3,924,599
2011	6,978	4,305,169
2012	7,289	4,518,099
2013 ⁽¹⁾	7,527	4,851,941

⁽¹⁾ Most current information available.
Source: State Board of Equalization.

COUNTY OF ORANGE Taxable Sales (\$000's)

<u>Year</u>	<u>Number of Permits</u>	<u>Taxable Transactions</u>
2009	90,231	\$45,712,784
2010	92,047	47,667,179
2011	92,207	51,731,139
2012	93,183	55,230,612
2013 ⁽¹⁾	94,862	57,591,217

⁽¹⁾ Most current information available.
Source: State Board of Equalization.

Building Permit Activity

The following tables show building permit activity within the City and the County from 2010 through 2014.

CITY OF IRVINE TOTAL VALUATION OF CONSTRUCTION ACTIVITY (commercial, industrial and other)

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Residential	\$168,054,166	\$643,421,544	\$332,668,311	\$742,296,834	\$778,675,037
Commercial	\$ 79,329,191	\$305,411,655	\$255,340,173	\$276,788,166	\$293,556,248

Source: City Community Development Department.

CITY OF IRVINE HOUSING UNITS (number of units in City)

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Number of units	79,414	81,560	83,710	90,095	93,718

Source: City Community Development Department.

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APPENDIX B

FORM OF BOND COUNSEL OPINION

Upon delivery of the Bonds, Rutan & Tucker, LLP, Bond Counsel to the City, proposes to render its final approving opinion with respect to the Bonds in substantially the following form:

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August 12, 2015

FORM OF BOND COUNSEL OPINION

City Council
City of Irvine
One Civic Center Plaza
Irvine, California 92606-5208

Re: \$50,625,000 City of Irvine, Limited Obligation Improvement Bonds,
Reassessment District No. 15-2; Final Opinion of Bond Counsel

Dear Councilmembers:

We have examined a certified transcript of proceedings taken by the City of Irvine (the "City"), pursuant to Resolution of Intention No. 15-65, and the Refunding Act of 1984 for 1915 Improvement Act Bonds, Division 11.5 of the Streets and Highways Code of the State of California (the "Act"), for the refunding of improvement bonds previously issued to represent unpaid assessments within Assessment District Nos. 04-20 (Group 2), 07-22 (Group 1), 07-22 (Group 2), 07-22 (Group 3), and 10-23 (Series A) of the City, and for the issuance of refunding bonds (the "Bonds") pursuant to said Act to represent the unpaid Reassessments. All capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Indenture of Trust, dated as of July 1, 2015, by and between the City and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "Indenture").

The Bonds are designated "City of Irvine, Limited Obligation Improvement Bonds, Reassessment District No. 15-2" dated August 12, 2015, are in the aggregate principal amount of \$50,625,000, are issued as fully registered bonds and bear interest payable March 2, 2016 and semi-annually thereafter at the following rates and mature in the amounts and at the times as follows:

<u>Maturity</u> <u>(September 2)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
<u>Serial Bond:</u>		
09/02/2016	1,420,000	2.000%
09/02/2017	1,590,000	3.000%
09/02/2018	1,635,000	4.000%
09/02/2019	1,700,000	4.000%

<u>Maturity</u> <u>(September 2)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
09/02/2020	1,775,000	4.000%
09/02/2021	1,845,000	5.000%
09/02/2022	1,930,000	5.000%
09/02/2023	2,025,000	5.000%
09/02/2024	2,125,000	5.000%
09/02/2025	2,225,000	5.000%
09/02/2026	2,345,000	5.000%
09/02/2027	880,000	3.500%
09/02/2027	1,575,000	5.000%
09/02/2028	2,570,000	5.000%
09/02/2029	2,700,000	5.000%
09/02/2030	2,835,000	5.000%
09/02/2031	1,000,000	3.750%
09/02/2031	1,975,000	5.000%
09/02/2032	1,530,000	4.000%
09/02/2032	1,580,000	5.000%
09/02/2033	1,175,000	5.000%
09/02/2034	1,230,000	5.000%
09/02/2035	1,295,000	5.000%
	<hr/>	
	40,960,000	

Term Bond 2042:

09/02/2036	1,150,000	5.000%
09/02/2037	1,210,000	5.000%
09/02/2038	1,265,000	5.000%
09/02/2039	1,325,000	5.000%
09/02/2040	1,390,000	5.000%
09/02/2041	1,455,000	5.000%
09/02/2042	370,000	5.000%
	<hr/>	
	8,165,000	

Term Bond 2042B:

09/02/2036	210,000	4.250%
09/02/2037	220,000	4.250%
09/02/2038	235,000	4.250%
09/02/2039	245,000	4.250%
09/02/2040	255,000	4.250%
09/02/2041	270,000	4.250%
09/02/2042	65,000	4.250%
	<hr/>	

<u>Maturity</u> (September 2)	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>
	\$1,500,000	
	50,625,000	

On the basis of our examination, we are of the opinion that said proceedings were duly and lawfully taken in accordance with the laws and Constitution of the State of California, and that the Bonds have been duly authorized, executed and delivered by the City and (assuming due authentication by the Trustee) are valid and binding special obligations of the City, payable solely from the Reassessments and other assets pledged therefor under the Indenture, enforceable in accordance with their terms, and that the Bonds are secured by valid and enforceable liens upon those lots and parcels of land within Reassessment District No. 15-2 and that the Bonds are payable from Reassessments upon the lots or parcels of land.

It is further our opinion that in the event of default in the payment of any installment of any reassessment securing the Bonds and sale of the lot or parcel of land upon which the reassessment is a lien at a judicial foreclosure sale and the purchase therein by the City, the City has no legal duty to advance available funds of the City (except for amounts held by the City Treasurer under the Indenture and available for payment on the Bonds) in the amount of the delinquent reassessment and interest thereon for which the sale is made, or thereafter. We are further of the opinion that if the City does not have funds available in the Reserve Fund to make such advances, it cannot levy a special tax to provide such funds, by virtue of the addition of Article XIII A to the California Constitution.

We are further of the opinion, under existing law, as follows:

1. The Indenture has been duly authorized, executed and delivered by the City and (assuming due authorization, execution and delivery by, and enforceability against, the Trustee) the Indenture constitutes a valid and binding obligation of the City enforceable against the City in accordance with its terms;
2. Pursuant to the Act, the Reassessments (including prepayments thereof), together with interest and any penalties thereon, and the other assets pledged under the Indenture are validly pledged to secure the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their terms;
3. Interest on the Bonds is exempt from California personal income taxation; and
4. Interest on the Bonds is excluded from gross income for federal income tax purposes, and interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in

determining adjusted net book income for the purpose of computing the alternative minimum tax imposed on such corporations and, for taxable years after December 31, 1989, such interest will be taken into account in determining adjusted current earnings and profits for such purposes. We express no opinion regarding other federal income tax consequences caused by the receipt or accrual of interest on the Bonds.

For the purpose of rendering the opinion set forth in paragraph 2 above, we have assumed compliance by the City with requirements of the Internal Revenue Code of 1986, as amended, that must be met subsequent to the issuance of the Bonds in order that interest thereon be and remain excluded from gross income for federal income tax purposes. Failure to comply with such requirements could cause the interest on the Bonds to be so included in gross income retroactive to the date of issuance of the Bonds. The City has covenanted to comply with such requirements.

Certain requirements and procedures contained or referred to in the Indenture, the Tax Certificate, and other relevant documents may be changed and certain actions (including, without limitation, defeasance of the Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. Bond Counsel expresses no opinion as to the effect on the exclusion from gross income of interest on any Bond, if any such change occurs or action is taken or omitted upon the advice or approval of bond counsel other than Rutan & Tucker, LLP.

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

RUTAN & TUCKER, LLP

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

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EXHIBIT B

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

Definitions.

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

“Act” means, collectively, the Improvement Bond Act of 1915, as amended, being Division 10 of the California Streets and Highways Code, and the Refunding Act of 1984 for 1915 Improvement Act Bonds, as amended, being Division 11.5 of the California Streets and Highways Code.

“Agreement” means the Indenture of Trust, as originally executed or as it may from time to time be amended or supplemented by any Supplemental Agreement.

“Assessment Consultant” means Willdan Financial Services or any other consultant or firm of financial consultants appointed by the City and who or each of whom (a) is judged by the City to have experience with respect to the administration of assessment districts, (b) is in fact independent and not under the domination of the City, (c) does not have any substantial interest, direct or indirect, with the City, and (d) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

“Assessment District” means the area designated “Reassessment District No. 15-2”, formed by the City under the Act.

“Auditor” means the Auditor/Controller of the County, or such other official of the County who is responsible for preparing property tax bills.

“Authorized Representative” means, with respect to the City, its City Manager, Assistant City Manager, Director of Administrative Services, or Manager of Fiscal Services, or any other Person designated as an Authorized Representative of the City in a Written Certificate of City filed with the Trustee.

“Beneficial Owner” means, whenever used with respect to a Book-Entry Bond, the person whose name is recorded as the beneficial owner of such Book-Entry Bond or a portion of such Book-Entry Bond by a Participant on the records of such Participant or such person’s subrogee.

“Bond Counsel” means a firm of nationally recognized bond counsel selected by the City.

“Bond Year” means each twelve-month period beginning on September 3 in each year and extending to the next succeeding September 2, both dates inclusive; except that the first Bond Year shall begin on the Closing Date and end on September 2, 2015.

“Bonds” means the City of Irvine Limited Obligation Improvement Bonds, Reassessment District No. 15-2 issued hereunder.

“Book-Entry Bonds” means the Bonds registered in the name of the nominee of DTC, or any successor securities depository for the Bonds, as the registered owner thereof pursuant to the terms and provisions of Section 2.12.

“Business Day” means any day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banking institutions in the State of California or in any state where the Office of the Trustee is located are required or authorized by law (including executive order) to close, or (c) a day on which the New York Stock Exchange is closed.

“Cede & Co.” means Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Book-Entry Bonds.

“City” means the City of Irvine, and any successor thereto.

“Clerk” means the Clerk or Deputy Clerk of the City.

“Closing Date” means the date upon which the Bonds are delivered to the Original Purchaser, being August 12, 2015.

“Code” means the Internal Revenue Code of 1986.

“Continuing Costs Account” means the account within the Redemption Fund by that name established and held by the Trustee pursuant to Section 5.04.

“Continuing Costs of the Bonds” means the continuing costs of the Bonds, including the fees, costs and indemnifications due the Trustee or the City.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the City relating to the authorization, issuance, sale and delivery of the Bonds, including but not limited to printing expenses, rating agency fees, filing and recording fees, initial fees, expenses and charges of the Trustee and its counsel, including the Trustee’s first annual administrative fee, fees, charges and disbursements of attorneys, financial advisors, 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 Fund” means the fund by that name established and held by the Trustee pursuant to Section 3.03.

“Council” means the City Council, as the legislative body of the City.

“County” means the County of Orange, State of California.

“DTC” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors as securities depository for Book-Entry Bonds, including any such successor appointed pursuant to Section 2.12.

“Dated Date” means the dated date of the Bonds, being August 12, 2015.

“Escrow Agreement” means the Escrow Agreement, dated as of July 1, 2015, by and between the City and the Prior Trustee, acting as the escrow agent, relating to the Prior Bonds being refunded on September 2, 2015.

“Escrow Fund” means the fund by that name established by the Escrow Agreement, relating to the Prior Bonds.

“Event of Default” shall be defined in Section 7.01.

“Fiscal Year” means the period beginning on July 1 of each year and ending on the next succeeding June 30, or any other twelve-month period hereafter selected and designated as the official fiscal year period of the City designated in a Written Certificate of the City delivered to the Trustee.

“Interest Payment Dates” means March 2 and September 2 of each year, commencing March 2, 2016, so long as any Bonds remain Outstanding.

“Moody’s” means Moody’s Investors Service, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and its successors and assigns, except that if such corporation shall no longer perform the functions of a securities rating agency for any reason, then the term “Moody’s” shall be deemed to refer to any other nationally recognized securities rating agency selected by the City.

“Office” means the principal corporate trust office of the Trustee in Los Angeles, California, or such other office as may be specified to the City by the Trustee in writing except that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted.

“Original Purchaser” means Stifel, Nicolaus & Company, Incorporated, on behalf of itself and Piper Jaffray & Co., as the original purchaser of the Bonds.

“Outstanding,” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 11.09) all Bonds theretofore, or thereupon being, authenticated and delivered by the Trustee under this Agreement except:

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

(b) Bonds with respect to which all liability of the City shall have been discharged in accordance with Section 10.02, including Bonds (or portions of Bonds) disqualified under Section 11.09; and

(c) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to this Agreement.

“Owner” means, with respect to a Bond, the Person in whose name such Bond is registered on the Registration Books.

“Participant” means any entity which is recognized as a participant by DTC in the book-entry system of maintaining records with respect to Book-Entry Bonds.

“Participating Underwriter” has the meaning ascribed thereto in the Continuing Disclosure Agreement.

“Permitted Investments” means any of the following to the extent then permitted by the general laws of the State of California:

(1) Direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America.

(2) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export-Import Bank
- Farm Credit System Financial Assistance Corporation
- Rural Economic Community Development Administration (formerly the Farmers Home Administration)
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA’s)
- Federal Housing Administration
- Federal Financing Bank;

(3) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations rated “Aaa” by Moody’s and “AAA” by S&P issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC)
- Obligations of the Resolution Funding Corporation (REFCORP)
- Senior debt obligations of the Federal Home Loan Bank System
- Senior debt obligations of other Government Sponsored Agencies;

(4) Bank deposit products, U.S. dollar denominated deposit accounts, federal funds, time deposits, certificates of deposit (including those placed by a third party pursuant to an agreement between the City and the Trustee), trust funds, trust accounts, overnight bank deposits, interest bearing deposits, interest bearing money market accounts and bankers' acceptances with domestic commercial banks, which may include the Trustee or its affiliates, which (i) have a rating on their short term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P and "P-1" by Moody's and mature no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank) or (ii) are fully insured by the Federal Deposit Insurance Corporation;

(5) Commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P and "P-1" by Moody's and which matures not more than 270 days after the date of purchase;

(6) Investments in a money market mutual fund rated "AAAm" or "AAAm-G" or better by S&P, including those for which the Trustee or an affiliate receives compensation with respect to such money market mutual fund, whether as a custodian, transfer agent, investment advisor or otherwise;

(7) Pre-refunded Municipal Obligations defined as follows: Any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

(A) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P and Moody's or any successors thereto; or

(B)(i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph 1 above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate; and

(8) General obligations of states with a rating of at least "A2/A" or higher by both Moody's and S&P;

The value of the above investments shall be determined as follows:

(1) As to investments the bid and asked prices of which are published on a regular basis in The Wall Street Journal (or, if not there, then in The New York Times): the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination;

(2) As to investments the bid and asked prices of which are not published on a regular basis in The Wall Street Journal or The New York Times: the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Trustee in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service;

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

(4) As to any investment of deposit and bankers acceptances: the value thereof established by prior agreement between the City and the Trustee.

(5) Notwithstanding the above, the Trustee may determine value by using any generally recognized pricing information service (including brokers and dealers in securities) available to it, upon which service it may rely conclusively and without liability. Generally recognized pricing information service providers shall include but are not limited to pricing services provided by Financial Times Interactive Data Corporation and Merrill Lynch.

“Person” means an individual, corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

“Prepayment Account” means the account within the Redemption Fund by that name established and held by the Trustee pursuant to Section 5.03.

“Prior Bonds” means the limited obligation improvement bonds set forth in Exhibit B thereto.

“Prior Districts” means those districts set forth in Exhibit B thereto.

“Prior Trustee” means each entity acting as the trustee, paying agent, or trustee for any of the Prior Bonds, as set forth on Exhibit B thereto.

“Reassessments” means the reassessments levied within the Reassessment District by the Council under the proceedings taken pursuant to the Resolution of Intention.

“Reassessment District” means City of Irvine Reassessment District No. 15-2.

“Record Date” means: (a) the 15th calendar day of the month preceding each Interest Payment Date, whether or not such day is a Business Day, and (b) any date established by the

Trustee pursuant to Section 2.02(c) as a Record Date for the payment of defaulted interest on the Bonds, if any.

“Redemption Fund” means the fund by that name established and held by the Trustee pursuant to Section 5.02.

“Redemption Price” means the aggregate amount of principal of and premium (if any) on the Bonds upon the redemption thereof pursuant thereto.

“Registration Books” means the records maintained by the Trustee for the registration of ownership and registration of transfer of the Bonds pursuant to Section 2.04.

“Representation Letter” means the Letter of Representation from the City to DTC, or any successor securities depository for the Book-Entry Bonds, in which the City makes certain representations with respect to issues of its securities for deposit by DTC or such successor depository.

“Reserve Fund” means the fund by that name established and held by the Trustee pursuant to Section 5.05.

“Reserve Requirement” means seventy-five percent (75%) of maximum annual debt service.

“Resolution of Intention” means Resolution No. 15-65, adopted by the Council on July 14, 2015.

“Resolution of Issuance” means Resolution No. 15-67, adopted by the Council on July 14, 2015, authorizing the issuance of the Bonds.

“S&P” means Standard & Poor’s Ratings Group, a division of McGraw-Hill, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of New York, and its successors and assigns, except that if such entity shall no longer perform the functions of a securities rating agency for any reason, then the term “S&P” shall be deemed to refer to any other nationally recognized securities rating agency selected by the City.

“Securities Depositories” means The Depository Trust Company, 55 Water Street, 50th Floor, New York, NY 10041-0099 Attention: Call Notification Department, Fax (212) 855-7232 and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the City may designate in a Written Certificate of the City delivered to the Trustee.

“Supplemental Agreement” means any agreement amendatory of or supplemental to this Agreement, but only if and to the extent that such Supplemental Agreement is specifically authorized hereunder.

“Treasurer” means the Treasurer of the City, or a designee thereof.

“Trustee” means The Bank of New York Mellon Trust Company, N.A., a national banking association, or any successor thereto as Trustee hereunder, appointed as provided herein.

“Written Certificate” and **“Written Request”** of the City mean, respectively, a written certificate or written request signed in the name of the City by its Authorized Representative. Any such certificate or request may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

THE BONDS

Authorization of Bonds.

The City hereby authorizes the issuance of the Bonds under and subject to the terms of the Resolution of Issuance and this Agreement, the Act and other applicable laws of the State of California for the purpose of providing a portion of the moneys to refund the Prior Bonds.

Transfer and Exchange 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 his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in a form acceptable to the Trustee. Whenever any Bond or Bonds shall be surrendered for transfer, the City shall execute and the Trustee shall authenticate and shall deliver a new Bond or Bonds for a like aggregate principal amount, in any authorized denomination. The Trustee shall require the Bond Owner requesting such transfer to pay any tax or other governmental charge required to be paid with respect to such transfer.

The Bonds may be exchanged at the Office of the Trustee for a like aggregate principal amount of Bonds of other authorized denominations. The Trustee shall require the payment by the Bond Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

The Trustee shall not be obligated to make any transfer or exchange of Bonds pursuant to this Section 2.03 during the period established by the Trustee for the selection of Bonds for redemption, or with respect to any Bonds selected for redemption.

Registration Books.

The Trustee will keep or cause to be kept, at the Office of the Trustee, sufficient records for the registration and transfer of ownership of the Bonds, which shall be open to inspection during regular business hours and upon 24 hours notice by the City; 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 such records, the ownership of the Bonds as hereinbefore provided.

Execution of Bonds.

The Bonds shall be executed in the name and on behalf of the City with the facsimile signature of the Treasurer attested by the manual or facsimile signature of the City Clerk. The City's seal or a facsimile thereof, may be reproduced, imprinted or impressed on the Bonds. The Bonds shall then be delivered to the Trustee for authentication by it. In case any of the officers who shall have signed or attested any of the Bonds shall cease to be such officer or officers of the City before the Bonds so signed or attested shall have been authenticated or delivered by the Trustee, or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the City as though those who signed and attested the same had continued to be such officers of the City, and also any Bonds may be signed and attested on behalf of the City by such Persons as at the actual date of execution of such Bonds shall be the proper officers of the City although at the nominal date of such Bonds any such Person shall not have been such officer of the City.

Authentication of Bonds.

Only such of the Bonds as shall bear thereon a certificate of authentication substantially in the form set forth in Exhibit A thereto, manually executed by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of or on behalf of the Trustee shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this Agreement.

Temporary Bonds.

The Bonds may be issued in temporary form exchangeable for definitive Bonds when ready for delivery. Any temporary Bonds may be printed, lithographed or typewritten, shall be of such authorized denominations as may be determined by the City, shall be in fully registered form without coupons and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the City and authenticated by the Trustee upon the same conditions and in substantially the same manner as the definitive Bonds. If the City issues temporary Bonds it will execute and deliver definitive Bonds as promptly thereafter as practicable, and thereupon the temporary Bonds may be surrendered, for cancellation, at the 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. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

Bonds Mutilated, Lost, Destroyed or Stolen.

If any Bond shall become mutilated, the City, at the expense of the Owner of said Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it and delivered to, or upon the order of, the City. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence

and indemnity satisfactory to the Trustee shall be given, the City, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor in lieu of and in replacement for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall be about to mature, instead of issuing a replacement Bond, the Trustee may pay the same without surrender thereof). The City may require payment by the Owner of a sum not exceeding the actual cost of preparing each replacement Bond issued under this Section and of the expenses which may be incurred by the City and the Trustee. 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 City whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Agreement with all other Bonds secured by this Agreement.

Limited Obligation.

All obligations of the City under this Agreement and the Bonds shall not be general obligations of the City, but shall be limited obligations, payable solely from the Reassessments and the other assets pledged therefor hereunder. Neither the faith and credit of the City nor of the State of California or any political subdivision thereof is pledged to the payment of the Bonds. The Bonds are "Limited Obligation Improvement Bonds" as provided in Section 11.01.

No Acceleration.

The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section shall in any way prohibit the prepayment or redemption of Bonds under Article IV hereof, or the defeasance of the Bonds and discharge of this Agreement under Article X hereof.

Refunding of Bonds.

The Bonds may be refunded by the City under Divisions 11 or 11.5 of the California Streets and Highways Code upon the conditions set forth in proceedings therefor, all as determined by the Council.

Book-Entry Bonds.

(a) Except as provided in subparagraph (c) of this Section 2.12, the registered Owner of all of the Bonds shall be DTC and the Bonds shall be designated as Book-Entry Bonds and shall be registered in the name of Cede & Co., as nominee for DTC. Notwithstanding anything to the contrary contained in this Agreement, payment of interest with respect to any Book-Entry Bond registered as of each Record Date in the name of Cede & Co. shall be made by wire transfer of same-day funds to the account of Cede & Co. on the payment date for the Book-Entry Bonds at the address indicated on the record date or special record date for Cede & Co. in the Registration Books or as otherwise provided in the Representation Letter.

(b) The Book-Entry Bonds shall be initially issued in the form of separate single fully registered Book-Entry Bonds in the amount of each separate stated maturity of the Book-Entry Bonds. Upon initial issuance, the ownership of such Book-Entry Bonds shall be registered in the Registration Books in the name of Cede & Co., as nominee of DTC. The Trustee and the City may treat DTC (or its nominee) as the sole and exclusive Owner of the Book-Entry Bonds

registered in its name for the purposes of payment of the principal, Redemption Price or interest with respect to the Book-Entry Bonds or portions thereof to be redeemed, giving any notice permitted or required to be given to Owners of Book-Entry Bonds under this Agreement, registering the transfer of Book-Entry Bonds, obtaining any consent or other action to be taken by Owners of Book-Entry Bonds and for all other purposes whatsoever, and neither the Trustee nor the City shall be affected by any notice to the contrary. Neither the Trustee nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Book-Entry Bonds under or through DTC or any Participant, or any other person which is not shown on the Registration Books as being an Owner, with respect to the accuracy of any records maintained by DTC or any Participant; the payment by DTC or any Participant of any amount in respect of the principal, Redemption Price or interest with respect to the Book-Entry Bonds; any notice of which is permitted or required to be given to Owners of Book-Entry Bonds under this Agreement; the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Book-Entry Bonds; or any consent given or other action taken by DTC as Owner of Book-Entry Bonds. The Trustee shall pay all principal, premium, if any, and interest with respect to the Book-Entry Bonds, only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal, premium, if any, and interest with respect to the Book-Entry Bonds to the extent of the sum or sums so paid. Except under the conditions of (c) below, no person other than DTC shall receive an executed Book-Entry Bond for each separate stated maturity. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions herein with respect to record dates, the term "Cede & Co." in this Agreement shall refer to such new nominee of DTC.

(c) In the event (i) DTC, including any successor as securities depository for the Book-Entry Bonds, determines not to continue to act as securities depository for the Book-Entry Bonds, or (ii) the City determines that the incumbent securities depository shall no longer so act, and delivers a written certificate to the Trustee to that effect, then the City will discontinue the book-entry system with the incumbent securities depository for the Book-Entry Bonds. If the City determines to replace the incumbent securities depository for the Book-Entry Bonds with another qualified securities depository, the City shall prepare or direct the preparation of a new single, separate fully registered Book Entry Bond for the aggregate outstanding principal amount of Book-Entry Bonds of each maturity, registered in the name of such successor or substitute qualified securities depository, or its nominee, or make such other arrangements acceptable to the City, the Trustee and the successor securities depository for Book-Entry Bonds as are not inconsistent with the terms of this Agreement. If the City fails to identify another qualified successor securities depository of the Book-Entry Bonds to replace the incumbent securities depository, then the Book-Entry Bonds shall no longer be restricted to being registered in the Registration Books in the name of the incumbent securities depository or its nominee, but shall be registered in whatever name or names the incumbent securities depository for the Book-Entry Bonds, or its nominee, shall designate. In such event the Trustee shall authenticate and deliver a sufficient quantity of Book-Entry Bonds as to carry out the transfers and exchanges otherwise provided herein. All such Book-Entry Bonds shall be in fully registered form in denominations authorized by this Agreement.

(d) Notwithstanding any other provision of this Agreement to the contrary, so long as any Book-Entry Bond is registered in the name of DTC, or its nominee, all payments with respect to the principal, premium, if any, and interest with respect to such Book-Entry Bond and all notices with respect to such Book-Entry Bond shall be made and given, respectively, as provided in the Representation Letter.

In connection with any notice or other communication to be provided to Owners of Book-Entry Bonds pursuant to this Agreement by the City or the Trustee with respect to any consent or other action to be taken by Owners, the City or the Trustee, as the case may be, shall establish a record date for such consent or other action and give DTC notice of such record date not less than 15 calendar days in advance of such record date to the extent possible.

ISSUANCE OF BONDS

Application of Proceeds of the Bonds.

On the Closing Date, the net proceeds of the sale of the Bonds plus \$8,199,160.61 released from the funds and accounts for the Prior Bonds shall be paid to the Trustee and said amounts shall be transferred or deposited by the Trustee as follows:

(a) The Trustee shall deposit the amount of \$2,939,250.00 in the Reserve Fund, constituting the full amount of the Reserve Requirement.

(b) The Trustee shall deposit the amount of \$272,299.61 in the Costs of Issuance Fund.

(c) The Trustee shall transfer to the Escrow Agent under the Escrow Agreement the amount of \$59,641,256.00 which will be deposited in the Escrow Fund established thereunder.

Costs of Issuance Fund.

There is hereby established a separate fund to be known as the "Costs of Issuance Fund", which shall be held by the Trustee in trust. On the Closing Date there shall be deposited in the Costs of Issuance Fund the amount specified in Section 3.02(b).

The moneys in the Costs of Issuance Fund 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 City stating (a) the Person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment is a proper charge against the Costs of Issuance Fund, and (e) that such amounts have not been the subject of a prior disbursement from the Costs of Issuance Fund; in each case together with a statement or invoice for each amount requested thereunder. On June 30, 2016, all amounts remaining in the Costs of Issuance Fund shall be withdrawn therefrom by the Trustee and transferred to the Redemption Fund and the Costs of Issuance Fund shall be closed.

SECURITY FOR BONDS; FLOW OF FUNDS; INVESTMENTS

Pledge.

Subject only to the provisions of this Agreement permitting the application thereof for the purposes and on the terms and conditions set forth herein, all of the Reassessments (including prepayments thereof), together with interest and any penalties thereon, and any other amounts (including proceeds of the sale of the Bonds) held in any fund or account established pursuant to this Agreement are hereby pledged by the City to secure the payment of the principal of, premium, if any, and interest on the Bonds in accordance with their terms, the provisions of this Agreement and the Act. Said pledge shall constitute a first lien on such assets.

Redemption Fund.

(a) The Trustee shall establish, maintain and hold in trust a special fund designated the "Redemption Fund." Except as otherwise provided herein, the Trustee shall deposit in the Redemption Fund all Reassessments (other than prepayments thereof), together with interest and any penalties thereon, and any other amounts required to be deposited therein by this Agreement or the Act.

(b) On or before each Interest Payment Date, the Trustee shall withdraw from the Redemption Fund for payment to the Owners of the Bonds the principal, if any, of and interest then due and payable on the Bonds. Five Business Days prior to each Interest Payment Date, the Trustee shall determine if the amounts then on deposit in the Redemption Fund are sufficient to pay the principal, if any, of and interest due on the Bonds on such Interest Payment Date. In the event that amounts in the Redemption Fund are insufficient for such purpose, the Trustee, on or before such Interest Payment Date, shall withdraw from the Reserve Fund to the extent of any funds therein the amount of such insufficiency, and shall transfer any amounts so withdrawn to the Redemption Fund. Amounts so withdrawn from the Reserve Fund and deposited in the Redemption Fund shall be applied to the payment of the Bonds. If, after the foregoing transfer, there are insufficient funds in the Redemption Fund to pay the principal, if any, of and interest on the Bonds, the Trustee shall apply the available funds first to the payment of interest on the Bonds, then to the payment of principal of the Bonds unless the Council directs otherwise.

Prepayment Account.

The Trustee shall establish and maintain a special account within the Redemption Fund designated the "Prepayment Account". The Trustee shall deposit in the Prepayment Account the proceeds of the prepayment of any Reassessment upon receipt thereof. Additionally, the Trustee shall deposit in the Prepayment Account amounts received from the City in connection with the City's exercise of its rights to optionally redeem Bonds pursuant to Section 4.01(a).

Amounts in the Prepayment Account shall be disbursed therefrom for the payment of the Redemption Price of Bonds redeemed pursuant to Section 4.01(a) or Section 4.01(b).

Continuing Costs Account.

The Trustee shall establish and maintain a special account, with subaccounts as necessary, within the Redemption Fund designated the "Continuing Costs Account". The Trustee shall deposit in the Continuing Costs Account amounts collected for Continuing Costs of the Bonds. The moneys in the Continuing Costs Account shall be used and withdrawn by the Trustee from time to time to pay the Continuing Costs of the Bonds upon submission of a Written Request of the City stating (a) the Person to whom payment is to be made, (b) the amount to be paid, (c) the purpose for which the obligation was incurred, (d) that such payment constitutes a Continuing Cost of the Bonds and is a proper charge against the Continuing Costs Account, and (e) that such amounts have not been the subject of a prior disbursement from the Continuing Costs Account; in each case together with a statement or invoice for each amount requested thereunder.

Reserve Fund.

(a) The Trustee shall establish, maintain and hold in trust a special fund designated the "Reserve Fund". The Trustee shall deposit in the Reserve Fund the amount specified in Section 3.02(a). Additional deposits shall be made as provided in the Act.

The City shall cause the Reserve Fund to be administered in accordance with Part 16 of the Act; provided that proceeds from redemption or sale of properties, with respect to which payment of delinquent Reassessments and interest thereon was made from the Reserve Fund, shall be credited to the Reserve Fund.

(b) Except as otherwise provided in this Section, all amounts deposited in the Reserve Fund shall be used and withdrawn by the Trustee solely for the purpose of making transfers to the Redemption Fund in the event of any deficiency at any time in the Redemption Fund of the amount then required for payment of the principal of, and interest on the Bonds or, in accordance with the provisions of this Section, for the purpose of redeeming Bonds from the Redemption Fund.

(c) Transfers shall be made from the Reserve Fund to the Redemption Fund in the event of a deficiency in the Redemption Fund, in accordance with Section 5.02(b).

(d) Whenever, after the issuance of the Bonds, a Reassessment is prepaid, in whole or in part, as provided in the Act, the Trustee, pursuant to a Written Request of the City, shall transfer from the Reserve Fund (but only to the extent of moneys on deposit therein and from no other source whatsoever) to the Prepayment Account an amount, specified in such Written Request, equal to the remainder of (i) the product of the ratio of the original amount of the Reassessment, or portion thereof, so prepaid to the original amount of all unpaid Reassessments, times the initial Reserve Requirement minus (ii) any credit supplied in connection with a previous partial prepayment of the same Reassessment; provided that in no event will moneys be transferred in an amount that causes the Reserve Fund to drop below the Reserve Requirement.

(e) On or about July 1 of each year, the Assessment Consultant shall calculate each parcel's pro rata portion of the Reserve Fund and monitor each parcel's payment status, and provide to the City a report specifying the allocation of moneys which will become available in

the Reserve Fund at the end of such fiscal year due to a reduction, if any, in the amount of the Reserve Requirement as a result of the debt service payment to be paid on September 2 following such fiscal year. Those parcels which would otherwise be in their final year of assessment shall be afforded a credit against the assessment that would otherwise have been levied in such year (or a credit in an earlier year if reduction of the Reserve Fund results in funds being available for such purposes at an earlier date), such credit to be based on such parcel's pro rata portion of the reduction and such credit not in excess of such parcel's pro rata portion of the Reserve Fund. The City shall then direct the Trustee, pursuant to a Written Request of the City, to transfer from the Reserve Fund (but only to the extent of moneys on deposit therein and from no other source whatsoever) to the Redemption Fund, the amount specified in such Written Request for such transfer, such transfer to occur on or about September 1 of the next succeeding fiscal year (e.g., a report filed during July 2016 will specify the amount to be transferred on September 1, 2017 for payment of debt service of the Bonds on September 2, 2017). The Trustee shall create a separate sub-account in the Redemption Fund for the moneys transferred from the Reserve Fund (or separate subaccounts therein) if directed to do so by the City pursuant to the Written Request of the City, if the City and the Assessment Consultant have determined a separate sub-account in the Redemption Fund would be useful for purposes of accounting for the transfer of moneys from the Reserve Fund and the allocation of such moneys to parcels within the Reassessment District. Notwithstanding any provision of this Agreement, the amount to be transferred from the Reserve Fund may be utilized for redemption of Bonds pursuant to Section 4.01(a) provided that in no event will moneys be transferred to accomplish such redemption in an amount that causes the Reserve Fund to drop below the Reserve Requirement subsequent to such redemption.

(f) So long as no Event of Default shall have occurred and be continuing to the actual knowledge of the Trustee, any amount in the Reserve Fund in excess of the Reserve Requirement on March 3 and September 3 of each year shall be withdrawn from the Reserve Fund by the Trustee and shall be deposited in the Redemption Fund.

(g) On each September 3, the Trustee shall transfer from assessment payments and amounts collected from foreclosures to the Reserve Fund an amount which, together with amounts then on deposit therein, is sufficient to cause the aggregate amount in the Reserve Fund to equal the Reserve Requirement.

Investment of Moneys.

Except as otherwise provided herein, all moneys in any of the funds or accounts established pursuant to this Agreement shall be invested by the Trustee solely in Permitted Investments, as directed in writing by the City two Business Days prior to the making of such investment. All Permitted Investments shall be acquired subject to any restrictive instructions given to the Trustee pursuant to Section 6.10 and such additional limitations or requirements consistent with the foregoing as may be established by the Written Request of the City. Moneys in all funds and accounts shall be invested in Permitted Investments maturing not later than the date on which it is estimated that such moneys will be required for the purposes specified in this Agreement; provided, however, that Permitted Investments in which moneys in the Reserve Fund are so invested shall mature no later than the earlier of five years from the date of investment or the final maturity date of the Bonds, and provided, further, that if such Permitted

Investments may be redeemed at par so as to be available on each Interest Payment Date, any amount in the Reserve Fund may be invested in such redeemable Permitted Investments maturing on any date on or prior to the final maturity date of the Bonds. Absent timely written direction from the City, the Trustee shall invest any funds held by it in Permitted Investments described in clause (6) of the definition thereof, provided however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a Written Request of the City specifying a specific money market fund and, if no such Written Request of the City is so received, the Trustee shall hold such moneys uninvested.

Subject to the provisions of Section 6.10, all interest, profits and other income received from the investment of moneys in any fund or account established pursuant to this Agreement shall be deposited in the Redemption Fund; provided, however, that all interest or gain from the investment of amounts in the Reserve Fund shall be retained therein and, provided further, that before any such deposit shall be made, such interest, profits and other income shall be available for the payment of any rebate that may be owed under the Code, as specified in a Written Request of the City delivered to the Trustee.

Permitted Investments acquired as an investment of moneys in any fund established under this Agreement shall be credited to such fund. Except as otherwise provided in the following sentence, all investments of amounts deposited in any fund or account created by or pursuant to this Agreement shall be acquired, disposed of, and valued at fair market value.

The Trustee may act as principal or agent in the making or disposing of any investment. Upon the Written Request of the City, the Trustee shall sell or present for redemption any Permitted Investments so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Permitted Investments is credited, and the Trustee shall not be liable or responsible for any loss resulting from any investment made or sold pursuant to this Section. For purposes of investment, the Trustee may commingle moneys in any of the funds and accounts established hereunder. The City acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive brokerage confirmations of security transactions as they occur, at no additional cost, the City specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the City periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder. Ratings of Permitted Investments shall be determined at the time of purchase of such Permitted Investments and without regard to ratings subcategories. The Trustee may rely on the investment directions of the City as to both the suitability and legality of the directed investments.

COLLECTION AND APPLICATION OF REASSESSMENTS; PARTICULAR COVENANTS

Collection and Application of Reassessments.

(a) The City shall comply with all requirements of the Act, the Resolution of Issuance and this Agreement to assure the timely collection of the Reassessments, and interest thereon,

including, without limitation, the enforcement of delinquent Reassessments. Any funds received by the City in and for the Reassessment District, including, but not limited to, collections of Reassessments (including prepayments thereof), and interest thereon, upon the secured tax rolls, collections of delinquent Reassessments and interest and penalties thereon, through foreclosure proceedings or otherwise, and collections of amounts for the Continuing Costs of the Bonds, shall as soon as practicable be transmitted directly to the Trustee, without deduction, to be deposited into the funds and accounts herein specified.

(b) The Reassessments and interest thereon, shall be payable and be collected in the same manner at the same time and in the same installments as the general taxes on real property are payable, and have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property.

The City shall, before the final date on which the Auditor will accept the transmission of the Reassessments for inclusion on the next tax roll, prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the installments of such Reassessments, together with interest thereon, and the Continuing Costs of the Bonds on the next secured tax roll of the County. The City is hereby authorized to employ consultants to assist in computing the installments of the Reassessments hereunder and in reconciling Reassessments billed to amounts received.

All sums received from the collection of the Reassessments and of the interest and penalties thereon shall be placed in the Redemption Fund. All amounts collected for the Continuing Costs of the Bonds shall be placed in the Continuing Costs Account. Any prepayments of Reassessments shall be placed in the Prepayment Account; provided, however, that amounts attributable to the administrative costs of the prepayment of Reassessments shall be placed in the Continuing Costs Account.

Upon receipt of any Reassessments, or interest or penalties thereon, or prepayments of Reassessments or amounts collected for the Continuing Costs of the Bonds, the City shall, as soon as practicable, transfer the same to the Trustee, together with a Written Certificate of the City that identifies which portion, if any, of the amounts so transferred that constitute Reassessments, or interest or penalties thereon, or prepayments of Reassessments or amounts collected for the Continuing Costs of the Bonds.

(c) Any Reassessment may be prepaid at any time by paying, in whole or in part, the unpaid amount thereof less, if available, the amount transferred to the Redemption Fund from the Reserve Fund pursuant to Section 5.05(d), if any, together with the redemption premium, if any, set forth in Section 4.01 and interest on such prepaid Reassessment (if not collected in a Reassessment installment) to the earliest redemption date for which notice of redemption may be given in accordance herewith.

Foreclosure.

The City hereby covenants that it will within 150 days of a delinquency in the payment of Reassessments, or interest thereon, or amounts to pay the Continuing Costs of the Bonds,

forthwith undertake and diligently prosecute foreclosure proceedings in the manner prescribed in Section 8830 et seq. of the Act to collect such delinquent amounts; provided, however, that if the amount collected from any source is greater than 92.5% of the installment of the Reassessment and interest thereon, and amounts to pay the Continuing Costs of the Bonds, to be collected, the City shall not be required to undertake such foreclosure proceedings, unless it is determined that any single property owner is delinquent in excess of \$7,000 in the payment of such amounts in which case it shall diligently institute, prosecute and pursue such foreclosure proceedings against such property owner as set forth herein. Notwithstanding the foregoing, the City shall not be obligated to undertake any such proceedings if the City is in receipt of such amounts via the County Teeter Plan or similar arrangement. Upon the redemption or sale of the real property responsible for such delinquencies, the City shall deposit in the Reserve Fund, from the net proceeds of such redemption or sale, the amount of any delinquency advanced therefrom pursuant to Section 5.05; provided, however, that if and to the extent that any such deposit would cause the amount on deposit in the Reserve Fund to exceed the Reserve Requirement, such excess shall be deposited in the Redemption Fund. The balance, if any, of such redemption or sale shall be disbursed as set forth in the judgment of foreclosure or as required by law.

No Advances from Available Funds.

The City shall not be obligated to advance available funds of the City to cure any deficiency which may occur in the Redemption Fund; provided, however, that said determination shall not prevent the City, in its sole discretion, from so advancing funds.

Punctual Payment.

The City shall punctually pay or cause to be paid the principal, premium, if any, and interest to become due in respect of all the Bonds, in strict conformity with the terms of the Bonds and of this Agreement, according to the true intent and meaning thereof, but only out of Reassessments and other assets pledged for such payment as provided in this Agreement and received by the City or the Trustee.

Extension of Payment of Bonds.

The City shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase of such Bonds or by any other arrangement, and in case the maturity of any of the Bonds or the time of payment of any such claims for interest shall be extended, such Bonds or claims for interest shall not be entitled, in case of any default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest thereon which shall not have been so extended. Nothing in this Section shall be deemed to limit the right of the City to issue Bonds for the purpose of refunding any Outstanding Bonds, and such issuance shall not be deemed to constitute an extension of maturity of the Bonds.

Against Encumbrances.

The City shall not create, or permit the creation of, any pledge, lien, charge or other encumbrance upon the Reassessments and other assets pledged or assigned under this Agreement

while any of the Bonds are Outstanding. The City shall not issue any additional bonds, notes or other evidences of indebtedness payable from the Reassessments.

Power to Issue Bonds and Make Pledge and Assignment.

The City is duly authorized pursuant to the Act to issue the Bonds and to enter into this Agreement and to pledge the Reassessments and other assets purported to be pledged under this Agreement in the manner and to the extent provided in this Agreement. The Bonds and the provisions of this Agreement are and will be the legal, valid and binding obligations of the City in accordance with their terms, and the City (subject to the provisions of Articles VII and VIII) shall at all times, to the extent permitted by law, defend, preserve and protect said pledge of Reassessments and other assets and all the rights of the Bond Owners under this Agreement against all claims and demands of all Persons whomsoever.

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 corporate trust industry standards, in which complete and accurate entries shall be made of all transactions relating to the proceeds of the Bonds, the Reassessments and all funds and accounts established pursuant to this Agreement. Such books of record and account shall be available for inspection by the City, during regular business hours and upon 24 hours' notice and under reasonable circumstances as agreed to by the Trustee. The Trustee shall deliver to the City a monthly accounting of the funds and accounts it holds under the Indenture of Trust; provided, however, that the Trustee shall not be obligated to deliver such accounting for any fund or account that has a balance of zero.

Waiver of Laws.

The City shall not at any time insist upon or plead in any manner whatsoever, or claim or take the benefit or advantage of, any stay or extension law now or at any time hereafter in force that may affect the covenants and agreements contained in this Agreement or in the Bonds, and all benefit or advantage of any such law or laws is hereby expressly waived by the City to the extent permitted by law.

Tax Covenants.

(a) The City shall not take any action, or fail to take any action, if such action or failure to take such action would adversely affect the exclusion from gross income of interest on the Bonds under Section 103 of the Code. This covenant shall survive payment in full or defeasance of the Bonds.

(b) In the event that at any time the City is of the opinion that for purposes of this Section it is necessary or helpful to restrict or limit the yield on the investment of any moneys held by the Trustee in any of the funds or accounts established hereunder, the City shall so instruct the Trustee in writing, and the Trustee shall act in accordance with such instructions.

(c) Notwithstanding any provisions of this Section, if the City shall provide to the Trustee an opinion of Bond Counsel to the effect that any specified action required under this

Section is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Bonds, the Trustee may conclusively rely on such opinion in complying with the requirements of this Section and of the Tax Certificate, and the covenants hereunder shall be deemed to be modified to that extent.

Further Assurances.

The City will make, execute and deliver any and all such further agreements, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Agreement.

EVENTS OF DEFAULT AND REMEDIES OF BOND OWNERS

Events of Default.

The following events shall be Events of Default:

(a) Failure to pay any installment of principal of any Bonds when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption or otherwise.

(b) Failure to pay any installment of interest on any Bonds when and as the same shall become due and payable.

(c) Failure by the City to observe and perform any of the other covenants, agreements or conditions on its part in this Agreement or in the Bonds contained, if such failure shall have continued for a period of 30 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the City (with a copy to the Trustee) by the Owners of not less than 5% in aggregate principal amount of the Bonds at the time Outstanding; provided, however, if in the reasonable opinion of the City the failure stated in the notice can be corrected, but not within such 30 day period, such failure shall not constitute an Event of Default if corrective action is instituted by the City within such 30 day period and the City shall thereafter diligently and in good faith cure such failure in a reasonable period of time, which period shall be no longer than 180 days from the date of delivery of such notice of failure to the City.

(d) The City shall commence a voluntary case under Title 11 of the United States Code or any substitute or successor statute.

Foreclosure.

If any Event of Default shall occur under Section 7.01 (a) or (b) then, and in each and every such case during the continuance of such Event of Default, the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding may, if the City has not otherwise done so commence foreclosure against any parcels of real property in the Reassessment District with delinquent Reassessments, or delinquent payments of interest

thereon, or delinquent payments of amounts for the Continuing Costs of the Bonds, as provided in Section 8830 et. seq. of the Act.

Other Remedies.

In addition to the rights under Section 7.02, the Trustee shall have the right, for the equal benefit and protection of all Bond Owners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the City and its officers, agents or employees to perform each and every term, provision and covenant contained in this Agreement and in the Bonds, and to require the carrying out of any or all such covenants and agreements of the City and the fulfillment of all duties imposed upon it by the Act;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bond Owners' or the Trustee's rights; or

(c) by suit, action or proceeding in any court of competent jurisdiction, to require the City and its officers and employees to account as if it and they were the trustees of an express trust.

(d) Nothing herein shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Bond Owner any plan of reorganization, arrangement, adjustment, or composition affecting the Bonds or the rights of any Owner thereof, or to authorize the Trustee to vote in respect of the claim of any Bond Owner in any such proceeding without the approval of the Bond Owners so affected.

(e) Notwithstanding anything contained herein to the contrary, upon the occurrence and continuance of an Event of Default, before taking any foreclosure action or any action which may subject the Trustee to liability under any Environmental Law, the Trustee may require that a satisfactory indemnity bond, indemnity or environmental impairment insurance be furnished for the payment or reimbursement of all expenses to which it may be put and to protect it against all liability resulting from any claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability) and expenses which may result from such foreclosure or other action. The term "Environmental Laws" shall mean all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto. The term "Hazardous Substances" shall mean any chemical, substance or material classified or designated as hazardous, toxic or radioactive, or other similar term, and now or hereafter regulated under any Environmental Law, including without limitation, asbestos, petroleum and hydrocarbon products. The Trustee shall not be required to take any foreclosure action if the approval of a government regulator shall be a condition precedent to taking such action, and such approval cannot be obtained.

(f) Anything in the Indenture to the contrary notwithstanding, the Trustee shall not be required to enter, take possession of, or take any other action whatsoever with respect to the

failure to initiate foreclosure proceedings unless the Trustee is satisfied that the Trustee will not be subject to any liability under any local, state, or federal environmental laws or regulations of any kind whatsoever or from any circumstances present at the real property in the Reassessment District relating to the presence, use, management, disposal or contamination by any environmentally hazardous materials or substances of any kind whatsoever.

Application of Reassessments and Other Funds After Default.

If an Event of Default shall occur and be continuing, all Reassessments, including any penalties, costs, fees and other charges accruing under the Act, and any other funds then held or thereafter received by the Trustee under any of the provisions of this Agreement shall be applied by the Trustee as follows and in the following order:

(a) To the payment of reasonable fees, charges and expenses of the Trustee (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under this Agreement;

(b) To the payment of the principal of and interest then due with respect to the Bonds (upon presentation of the Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of this Agreement and provided in California Streets and Highways Code Sections 8780 *et seq.* (It being understood that the Trustee is not responsible for complying with California Streets and Highways Code Sections 8780 *et seq.* in carrying out its duties hereunder).

(c) Any remaining funds shall be transferred by the Trustee to the Redemption Fund.

Trustee to Represent Bond Owners.

The Trustee is hereby irrevocably appointed (and the successive respective Owners of the Bonds, by taking and holding the same, shall be conclusively deemed to have so appointed the Trustee) as trustee and true and lawful attorney-in-fact of the Owners of the Bonds for the purpose of exercising and prosecuting on their behalf such rights and remedies as may be available to the Owners under the provisions of the Bonds, this Agreement, the Act and applicable provisions of any other law. Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Bond Owners, the Trustee in its discretion may, and upon the written request of the Owners of a majority in aggregate principal amount of the Bonds then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of such Owners by such appropriate action, suit, mandamus or other proceedings as it shall deem most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee and such Owners under the Bonds, this Agreement, the Act or any other law. All rights of action under this Agreement or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be

brought in the name of the Trustee for the benefit and protection of the Owners of such Bonds, subject to the provisions of this Agreement.

Bond Owners' Direction of Proceedings.

Anything in this Agreement to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, and upon indemnification of the Trustee to its reasonable satisfaction, to direct the method of conducting all remedial proceedings taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law and the provisions of this Agreement, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bond Owners not parties to such direction (the Trustee having no duty to make such determination).

Limitation on Bond Owners' Right to Sue.

No Owner of any Bonds shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Agreement, the Act or any other applicable law with respect to such Bonds, unless (a) such Owner shall have 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 the Bonds then Outstanding, shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name, (c) such Owner or said Owners shall have tendered to the Trustee indemnity 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 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 Bonds of any remedy hereunder or under law; it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Agreement or the rights of any other Owners of Bonds, or to enforce any right under the Bonds, this Agreement, the Act or other applicable law with respect to the Bonds, except in the manner herein provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner herein provided and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of this Agreement.

Absolute Obligation of City.

Nothing in Section 7.07 or in any other provision of this Agreement or in the Bonds contained shall affect or impair the obligation of the City, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Owners of the Bonds at their respective dates of maturity, or upon call for redemption, as herein provided, but only out of the Reassessments and other assets herein pledged therefor and received by the City or the Trustee,

or affect or impair the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds.

Termination of Proceedings.

In case any proceedings taken by the Trustee or any one or more Bond Owners on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or Bond Owners, then in every such case the City, the Trustee and the Bond Owners, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of the City, the Trustee and the Bond Owners shall continue as though no such proceedings had been taken.

Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

No Waiver of Default.

No delay or omission of the Trustee or of any Owner of the Bonds to exercise any right or power arising upon the occurrence of 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 given by this Agreement to the Owners of the Bonds may be exercised from time to time and as often as may be deemed expedient.

TRUSTEE

Duties and Liabilities of Trustee.

(a) Duties of Trustee Generally. The Trustee shall prior to an Event of Default, and after the curing of all Events of Default which may have occurred, perform such duties and 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 Trustee. The Trustee shall, during the existence of any Event of Default which has not been cured; exercise such of the rights and powers vested in it by this Agreement, 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 his or her own affairs.

(b) Removal of Trustee. The City may upon 30 days' prior written notice remove the Trustee at any time unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee 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 if at any time 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 by giving written notice of such removal to the Trustee and thereupon shall appoint a successor Trustee by an instrument in writing.

(c) Resignation of Trustee. The Trustee may at any time resign by giving written notice of such resignation by first class mail, postage prepaid, to the City, and to the Bond Owners notice of such resignation at the respective addresses shown on the Registration Books. Upon receiving such notice of resignation, the City shall promptly appoint a successor Trustee by an instrument in writing. The Trustee shall not be relieved of its duties until such successor Trustee has accepted appointment.

(d) Appointment of Successor Trustee. Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective upon acceptance of appointment by the successor Trustee; provided, however, that under any circumstances the successor Trustee shall be qualified as provided in subsection (e) of this Section. If no qualified successor Trustee shall have been appointed and have accepted appointment within 45 days following giving notice of removal or notice of resignation as aforesaid, the retiring Trustee being removed or resigning or any Bond Owner (on behalf of himself and all other Bond Owners) may petition any court of competent jurisdiction for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Agreement shall signify its acceptance of such appointment by executing and delivering to the City and to its predecessor Trustee a written acceptance thereof, and to the predecessor Trustee an instrument indemnifying the predecessor Trustee for any costs or claims arising during the time the successor Trustee serves as Trustee hereunder, and after payment by the City of all unpaid fees and expenses of the predecessor Trustee, 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 City 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 Agreement 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 City 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 City shall mail or cause the successor Trustee to mail, by first class mail postage prepaid, a notice of the succession of such Trustee to the trusts hereunder to each rating agency which then maintains a rating on the Bonds and to the Bond Owners at the addresses shown on the Registration Books. If the City fails to mail such notice within 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 City.

(e) Any Trustee appointed under the provisions of this Section 8.01 in succession to the Trustee shall be a national banking association, trust company or bank having the powers of a trust company, having (or if such bank, national banking association or trust company is a member of a bank holding company system, its parent bank holding company has) a combined capital and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or state agency. If such bank, national banking association or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining agency above referred to, then for the purpose of this subsection the combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

Merger or Consolidation.

Any bank, national banking association or trust company into which the Trustee may be merged or converted or with which it may be consolidated or any bank, national banking association 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, national banking association or trust company shall be eligible under subsection (e) of Section 8.01 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.

Liability of Trustee.

(a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the City, and the Trustee shall not assume responsibility for the correctness of the same, or make any representations as to the validity or sufficiency of this Agreement or of the Bonds or shall incur any responsibility in respect thereof, other than as expressly stated herein in connection with the respective duties or obligations herein or in the Bonds assigned to or imposed upon it. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee makes no representations as to the validity or sufficiency of the Agreement or of any Bonds, or in respect of the security afforded by the Agreement and the Trustee shall incur no responsibility in respect thereof. The Trustee shall be under no responsibility or duty with respect to: (i) the issuance of the Bonds for value; (ii) for the use or application by the City or others of any of the Bonds or the proceeds thereof or for the use or application of any money paid over by the Trustee in accordance with the provisions of the Indenture; or (iii) interest on any moneys received by it that, as a result of the absence of instructions from the City, or as a result of inadequate or incomplete instructions from the City, regarding the disposition of such moneys, have not been deposited by the Trustee in a fund or account established hereunder. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct. The Trustee shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by the Agreement. The Trustee may become the Owner of Bonds with the same rights it would have if it 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 Bond Owners, whether or not such committee shall represent the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

(b) The Trustee shall not be liable for any error of judgment made in good faith by a responsible officer, unless it shall be proved that the Trustee was 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 good faith 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 Agreement.

(d) No personal recourse may be taken, directly or indirectly, against any officer, director, agent or employee of the Trustee with respect to the obligations of the Trustee under this Agreement or any certificate or other writing delivered in connection therewith.

(e) In the event the Trustee receives inconsistent or conflicting requests and indemnity from two or more groups of Bond Owners, each representing less than a majority of the aggregate principal amount of Bonds then outstanding, the Trustee shall follow the direction of the group of Bond Owners holding the largest aggregate principal amount of the Bonds, if any, shall be taken. The Trustee shall not be liable with respect to any such action taken or omitted to be taken by it in good faith.

(f) Except for information provided by the Trustee concerning the Trustee, the Trustee shall have no responsibility for any information in any offering memorandum or other disclosure material distributed with respect to the Bonds, and the Trustee shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds.

(g) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to the Indenture and delivered using Electronic Means "Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City, whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee

and that the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures. The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, affiliates, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee shall not be answerable for the acts or omissions of any such attorney, agent, or receiver selected by it with reasonable care.

(h) The permissive right of the Trustee to do things enumerated in this Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

(i) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by the Indenture of Trust at the request, order or direction of any of the Owners pursuant to the provisions of the Indenture of Trust unless such Owners shall have offered to the Trustee security or indemnity satisfactory to it against the costs, expenses and liabilities which may be incurred therein or thereby.

(j) No provision in the Indenture of Trust 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.

(k) The Trustee shall not be deemed to have knowledge of any default or Event of Default unless and until it shall have actual knowledge thereof by receipt of written notice thereof at its corporate trust office.

Right to Rely on Documents.

The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bonds or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel of or to the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith; provided,

however, the Trustee shall in no event delay any payment with respect to the Bonds in anticipation of any such opinion.

Whenever in the administration of the trusts imposed upon it by this Agreement 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 City, and such Written Certificate shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Agreement 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 it may deem reasonable.

Preservation and Inspection of Documents.

All documents received by the Trustee under the provisions of this Agreement shall be retained in its possession and shall be subject during business hours and upon 24 hours' notice to the inspection of the City, the Owners and their agents and representatives duly authorized in writing.

Compensation and Indemnification.

The City shall pay to the Trustee from time to time all reasonable compensation for all services rendered under this Agreement, and also all reasonable expenses, charges, legal and consulting fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement. The City further agrees, to the extent permitted by law, to indemnify and save the Trustee and its officers, directors, agents and employees harmless against any liabilities, losses, costs, suits, judgments, claims, damages and expenses which it may incur in the exercise and performance of its powers and duties hereunder and under any related documents, including legal fees and expenses and including the enforcement of any remedies and the defense of any suit, and which are not due to its negligence or its willful misconduct. Without limiting the generality of the foregoing, in performing its duties under any other related agreements, the Trustee shall be entitled to all of the rights, protection and immunities accorded to it as Trustee under this Agreement. The Trustee's immunities and protection from liability and its right to payment of compensation and indemnification in connection with performance of its duties and functions under this Agreement shall survive the Trustee's resignation or removal and the final payment of the Bonds. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages. The Trustee shall not be required to give any bond or surety with respect to the execution of its trusts, powers, rights or duties under this Agreement. The Trustee's immunities and protection from liability and its right to indemnification in connection with the performance of its duties and functions under this Agreement shall extend to the Trustee's officers, directors, employees and agents. When the Trustee incurs expenses or renders services after the occurrence of an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any federal or state bankruptcy, insolvency, arrangement, moratorium, reorganization or other debtor relief law. Upon an Event of Default, and only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of and premium, if any, and

interest on any Bond, upon the trust estate for the foregoing fees, charges and expenses incurred by it.

Provisions Affecting The Trustee.

Whether or not expressly so provided, every provision of this Agreement relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article VIII.

MODIFICATION OR AMENDMENT

Amendments Permitted.

(a) This Agreement and the rights and obligations of the City, the Owners of the Bonds and the Trustee may be modified or amended from time to time and at any time by a Supplemental Agreement, which the City and the Trustee may enter into with the consent of the Owners of a majority in aggregate principal amount of all Bonds then Outstanding, which shall have been filed with the Trustee. No such modification or amendment shall (i) extend the fixed maturity of any Bonds, or reduce the amount of principal thereof, or reduce the interest rate borne thereby, or extend the time of payment, without the consent of the Owner of each Bond so affected, or (ii) reduce the aforesaid percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment without the consent of the Owners of all of the Bonds then Outstanding, or (iii) permit the creation of any lien on the Reassessments and other assets pledged under this Agreement prior to or on a parity with the lien created by this Agreement or deprive the Owners of the Bonds of the lien created by this Agreement on such Reassessments and other assets (except as expressly provided in this Agreement), without the consent of the Owners of all of the Bonds then Outstanding. It shall not be necessary for the consent of the Bond Owners to approve the particular form of any Supplemental Agreement, but it shall be sufficient if such consent shall approve the substance thereof. Promptly after the execution by the City and the Trustee of any Supplemental Agreement pursuant to this subsection (a), the Trustee shall mail a notice (the form of which shall be furnished to the Trustee by the City), by first class mail postage prepaid, setting forth in general terms the substance of such Supplemental Agreement, to the Owners of the Bonds at the respective addresses shown on the Registration Books. Any failure to give such notice, or any defect therein, shall not, however, in any way impair or affect the validity of any such Supplemental Agreement.

(b) This Agreement and the rights and obligations of the City, the Trustee and the Owners of the Bonds may also be modified or amended from time to time and at any time by a Supplemental Agreement, which the City and the Trustee may enter into without the consent of any Bond Owners for any one or more of the following purposes:

- (i) to add to the covenants and agreements of the City in this Agreement contained other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power herein reserved to or conferred upon the City;

- (ii) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision contained in this Agreement;
- (iii) to modify, amend or supplement this Agreement in such manner as to permit the qualification hereof under the Trust Agreement Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute;
- (iv) to modify, amend or supplement this Agreement in such manner as to cause interest on the Bonds to be excludable from gross income for purposes of federal income taxation by the United States of America; and
- (v) in any other respect whatsoever as the City may deem necessary or desirable, provided that such modification or amendment does not materially adversely affect the interests of the Bond Owners hereunder, in the opinion of Bond Counsel filed with the City and the Trustee.

(c) The Trustee may in its discretion, but shall not be obligated to, enter into any such Supplemental Agreement authorized by subsections (a) or (b) of this Section which adversely affects the Trustee's own rights, duties or immunities under this Agreement or otherwise.

(d) In executing or accepting the additional trusts created by, any Supplemental Agreement permitted by this Article or the modification thereby of the trusts created by this Agreement, the Trustee shall be entitled to receive, and shall be fully protected in relying upon, any opinion of Bond Counsel stating that the execution of such Supplemental Agreement is authorized or permitted by this Agreement and complies with the terms thereof.

Effect of Supplemental Agreement.

Upon the execution of any Supplemental Agreement pursuant to this Article, this Agreement shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Agreement of the City, the Trustee and all Owners of Bonds Outstanding 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 such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

Endorsement of Bonds; Preparation of New Bonds.

Bonds delivered after the execution of any Supplemental Agreement pursuant to this Article may, and if the City so determines shall, bear a notation by endorsement or otherwise in form approved by the City and the Trustee as to any modification or amendment provided for in such Supplemental Agreement, and, in that case, upon demand of the Owner of any Bonds Outstanding at the time of such execution and presentation of his Bonds for the purpose at the Office of the Trustee a suitable notation shall be made on such Bonds. If the Supplemental Agreement shall so provide, new Bonds so modified as to conform, in the opinion of the City

and the Trustee, to any modification or amendment contained in such Supplemental Agreement, shall be prepared and executed by the City and authenticated by the Trustee, and upon demand of the Owners of any Bonds then Outstanding shall be exchanged at the Office of the Trustee, without cost to any Bond Owner, for Bonds then Outstanding, upon surrender for cancellation of such Bonds, in equal aggregate principal amount of the same interest rate and maturity.

Amendment of Particular Bonds.

The provisions of this Article shall not prevent any Bond Owner from accepting any amendment as to the particular Bonds held by such Owner.

DEFEASANCE

Discharge of Agreement.

(a) If the City shall pay or cause to be paid or there shall otherwise be paid (i) to the Owners of any Outstanding Bonds the principal thereof and the premium, if any, and interest thereon at the times and in the manner stipulated herein and therein, and (ii) all other amounts due hereunder, then such Owners shall cease to be entitled to the pledge of and lien on the Reassessments as provided herein, and all agreements and covenants of the City and the Trustee to such Owners hereunder shall thereupon cease, terminate and become void and shall be discharged and satisfied.

(b) Any Outstanding Bond shall be deemed to have been paid within the meaning and with the effect expressed in this Section 10.01 when the whole amount of the principal thereof and the premium, if any, and interest thereon shall have been paid or when (i) in case said Bond or portion thereof has been selected for redemption in accordance with Section 4.03 hereof prior to its stated maturity date, the City shall have given to the Trustee irrevocable instructions to give, in accordance with the provisions of Section 4.02 hereof, notice of redemption of such Bond, or portion thereof, (ii) there shall be on deposit with the Trustee, moneys, or (A) Permitted Investments described in clause (1) of the definition thereof, (B) evidences of ownership of proportionate interests in future interest and principal payments on Permitted Investments described in clause (1) of the definition thereof held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying United States Treasury Obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated, or (C) Permitted Investments described in clause (7) of the definition thereof, or any combinations thereof (“Defeasance Securities”), which Defeasance Securities shall not contain provisions permitting the redemption thereof other than at the option of the holder, the principal of and the interest on which when due, and without any reinvestment thereof, will provide moneys which shall be sufficient to pay when due the principal of and premium, if any, and interest on such Bond and due and to become due on said Bond or portion thereof on or prior to the redemption date or its stated maturity date, as the case may be, and (iii) in the event said Bond does not mature and is not to be redeemed within the next succeeding 60 days, the City shall have given the Trustee irrevocable instructions to give notice, as soon as practicable in the same manner as a notice of redemption given pursuant to Section 4.02 hereof, to the Owner of said Bond, or portion thereof, stating that the deposit of moneys or Defeasance

Securities required by clause (ii) of this paragraph has been made with the Trustee and that said Bond, or portion thereof, is deemed to have been paid in accordance with this Section and stating such maturity date or redemption date upon which moneys are to be available for the payment of the principal of and premium, if any, and interest on such Bond, or portion thereof. Neither the moneys nor the Defeasance Securities deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and premium, if any, and interest on such Bond, or portions thereof. If payment of less than all of the Bonds is to be provided for in the manner and with the effect expressed in this Section, the Trustee shall select such Bonds, or portions thereof, in the manner specified in Section 4.03 hereof for selection for redemption of less than all of the Bonds in the principal amounts designated to the Trustee by the City.

(c) The Trustee shall receive (i) an opinion of Bond Counsel reasonably satisfactory to the Trustee to the effect that the conditions precedent to a defeasance pursuant to this Section 10.01 have been satisfied, and (ii) an accountants report concerning the matters described in paragraph (b) of this Section 10.01 (which can be the report delivered pursuant to Section 10.01(e) hereof).

(d) After the payment of all the principal of and premium, if any, and interest on all Outstanding Bonds and all other amounts due hereunder as provided in this Section, the Trustee shall execute and deliver to the City all such instruments as may be necessary or desirable, and provided to the Trustee by or on behalf of the City, to evidence the discharge and satisfaction of the Indenture of Trust, and the Trustee shall pay over or deliver to the City all moneys or securities held by it pursuant thereto which are not required for the payment of the principal of and premium, if any, and interest on such Bonds and all other amounts due hereunder.

(e) Prior to any defeasance becoming effective under this Article X, the City shall cause to be delivered (i) an executed copy of a report, addressed to the Trustee and the City, in form and in substance acceptable to the City, of a nationally recognized certified public accountant, or firm of such accountants, verifying that the Defeasance Securities and cash, if any, satisfy the requirements of clause (ii) of Section 10.01(b), above (a "Verification"), (ii) a copy of the escrow deposit agreement entered into in connection with such defeasance, which escrow deposit agreement shall provide that no substitution of Defeasance Securities shall be permitted except with other Defeasance Securities and upon delivery of a new Verification and no reinvestment of Defeasance Securities shall be permitted except as contemplated by the original Verification or upon delivery of a new Verification, and (iii) a copy of an opinion of Bond Counsel, dated the date of such defeasance and addressed to the Trustee and the City, in form and in substance acceptable to the City, to the effect that such Bonds have been paid within the meaning and with the effect expressed in the Indenture of Trust, and that all agreements and covenants of the City and the Trustee to the Owners of such Bonds under the Indenture of Trust have ceased, terminated and become void and have been discharged and satisfied, except for the City's obligations under Section 8.06 hereof, which shall survive.

Payment of Bonds After Discharge of Agreement.

Notwithstanding any provisions of this Agreement, any moneys held by the Trustee in trust for the payment of the principal of, premium, if any, or interest on, any Bonds and remaining unclaimed for two years after the date of deposit of such moneys shall be repaid to the City (without liability for interest) free from the trusts created by this Agreement, and all liability of the Trustee with respect to such moneys shall thereupon cease; provided, however, that before the repayment of such moneys to the City as aforesaid, the Trustee may (at the cost of the City) first mail, by first class mail postage prepaid, to the Owners of Bonds which have not yet been paid, at the respective addresses shown on the Registration Books, a notice, in such form as may be deemed appropriate by the Trustee with respect to the Bonds so payable and not presented and with respect to the provisions relating to the repayment to the City of the moneys held for the payment thereof.

MISCELLANEOUS

Limited Obligation.

All obligations of the City under this Agreement and the Bonds shall not be general obligations of the City, but shall be limited obligations, payable solely from the Reassessments and the other assets pledged therefor hereunder. Neither the faith and credit nor the taxing power of the City or the State of California, or any political subdivision thereof, is pledged to the payment of the Bonds. The Bonds are "Limited Obligation Improvement Bonds" and are payable solely from and secured solely by the Reassessments and the other assets pledged hereunder. Notwithstanding any other provision of this Agreement, the City is not obligated to advance available funds from the City treasury to cure any deficiency in the Redemption Fund.

Successor Is Deemed Included in All References to Predecessor.

Whenever in this Agreement either the City 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 Agreement contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Limitation of Rights to Parties and Bond Owners.

Nothing in this Agreement or in the Bonds expressed or implied is intended or shall be construed to give to any Person other than the Trustee, the City, and the Owners of the Bonds, any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenant, condition or provision therein or herein contained; and all such covenants, conditions and provisions are and shall be held to be for the sole and exclusive benefit of the Trustee, the City, and the Owners of the Bonds.

Waiver of Notice; Requirement of Mailed Notice.

Whenever in this Agreement the giving of notice by mail or otherwise is required, the giving of such notice may be waived in writing by the Person entitled to receive such notice and in any such case the giving or receipt of such notice shall not be a condition precedent to the

validity of any action taken in reliance upon such waiver. Whenever in this Agreement any notice shall be required to be given by mail, such requirement shall be satisfied by the deposit of such notice in the United States mail, postage prepaid, by first class mail.

Destruction of Bonds.

Whenever in this Agreement provision is made for the cancellation by the Trustee and the delivery to the City of any Bonds, the Trustee may, in lieu of such cancellation and delivery, destroy such Bonds, and upon the City's request, deliver a certificate of such destruction to the City.

Severability of Invalid Provisions.

If any one or more of the provisions contained in this Agreement or in the Bonds shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The City hereby declares that it would have entered into this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issuance of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses or phrases of this Agreement may be held illegal, invalid or unenforceable.

Evidence of Rights of Bond Owners.

Any request, consent or other instrument required or permitted by this Agreement to be signed and executed by Bond Owners may be in any number of concurrent instruments of substantially similar tenor and shall be signed or executed by such Bond Owners in Person or by an agent or agents duly appointed in writing. Proof of the execution of any such request, consent or other instrument or of a writing appointing any such agent, or of the holding by any Person of Bonds transferable by delivery, shall be sufficient for any purpose of this Agreement and shall be conclusive in favor of the Trustee and the City if made in the manner provided in this Section.

The fact and date of the execution by any Person of any such request, consent or other instrument or writing may be proved by the certificate of any notary public or other officer of any jurisdiction, authorized by the laws thereof to take acknowledgments of deeds, certifying that the Person signing such request, consent or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer.

The ownership of Bonds shall be proved by the Registration Books.

Any request, consent, or other instrument or writing of the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the City in accordance therewith or reliance thereon.

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 Agreement, Bonds which are actually known by the Trustee to be owned or held by or for the account of the City, or by any other obligor on the Bonds, or by any Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the City or any other obligor on the Bonds, shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, unless all of the Bonds are so owned or held, in which case all of the Bonds shall be deemed Outstanding. Bonds so owned which have been pledged in good faith may be regarded as Outstanding for the purposes of this Section if the pledgee shall establish to the satisfaction of the Trustee the pledgee's right to vote on such Bonds and that the pledgee is not a Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, the City or any other obligor on the Bonds. In case of a dispute as to such right, any decision by the Trustee taken upon the advice of counsel shall be full protection to the Trustee. Upon request of the Trustee, the City shall specify in a certificate to the Trustee those Bonds disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

Money Held for Particular Bonds.

The money held by the Trustee for the payment of the interest, principal or premium due on any date with respect to particular Bonds (or portions of Bonds in the case of Bonds redeemed in part only) shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds entitled thereto but without any liability for interest thereon.

Funds and Accounts.

Any fund or account required by this Agreement to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee, either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds and accounts shall at all times be maintained in accordance with corporate trust industry standards to the extent practicable, and with due regard for the requirements of Section 6.08 and for the protection of the security of the Bonds and the rights of every Owner thereof. The Trustee may establish such funds and accounts as it deems necessary or appropriate, or as directed by the Written Request of the City which Written Request shall include detailed directions as to administration of said fund(s) or account(s) acceptable to the Trustee and upon which Written Request the Trustee can conclusively rely and be fully protected in acting upon, without liability.

Payment on Non-Business Days.

In the event any payment is required to be made hereunder on a day which is not a Business Day, such payment shall be made on the next succeeding Business Day with the same effect as if made on such non-Business Day.

Waiver of Personal Liability.

No member, officer, agent or employee of the City shall be individually or personally liable for the payment of the principal of or premium or interest on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof; but nothing herein contained shall relieve any such officer, agent or employee from the performance of any official duty provided by law or by this Agreement.

Conflict with Act.

In the event of any conflict between any provision of this Agreement and any provision of the Act, the provision of the Act shall prevail over the provision of this Agreement.

Conclusive Evidence of Regularity.

Bonds issued pursuant to this Agreement shall constitute evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Reassessments.

Execution in Several Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the City and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

Governing Laws.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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APPENDIX D

FORM OF CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (this “Disclosure Agreement”), dated as of July 1, 2015, is by and between the CITY OF IRVINE, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California and its Charter (the “City”), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America, as Trustee (the “Trustee”).

WITNESSETH:

WHEREAS, pursuant to the Indenture of Trust, dated as of July 1, 2015 (the “Indenture”), by and between the City and the Trustee, the City has issued the City of Irvine Limited Obligation Improvement Bonds, Reassessment District No. 15-2 (the “Bonds”), in the aggregate principal amount of \$50,625,000 (capitalized undefined terms used in these recitals have the meanings ascribed thereto in the Indenture);

WHEREAS, this Disclosure Agreement is being executed and delivered by the City and the Trustee for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter (as defined herein) in complying with Securities and Exchange Commission Rule 15c2-12(b)(5);

NOW, THEREFORE, for and in consideration of the mutual premises and covenants herein contained, the parties hereto agree as follows:

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Disclosure Agreement have the meanings herein specified. Capitalized undefined terms used herein shall have the meanings ascribed thereto in the Indenture.

“Annual Report” means any Annual Report provided by the City pursuant to, and as described in, Sections 2 and 3 hereof.

“Annual Report Date” means the date in each year that is the first day of the month following the eighth month after the end of the City’s fiscal year, which date, as of the date of this Disclosure Agreement, is March 1.

“City” means the City of Irvine, a charter city and municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of California and its Charter, and any successor thereto.

“Disclosure Representative” means the City Manager of the City, or his or her designee, or such other person as the City shall designate in writing to the Trustee from time to time.

“Dissemination Agent” means Willdan Financial Services, Anaheim, California, as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the City and which has filed with the Trustee a written acceptance of such designation.

“Indenture” means the Indenture of Trust, dated as of July 1, 2015, by and between the City and The Bank of New York Mellon Trust Company, N.A., as originally executed and as it may be amended or supplemented from time to time in accordance with its terms.

“Listed Events” means any of the events listed in subsection (a) or subsection (b) of Section 4 hereof.

“MSRB” means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the Securities and Exchange Commission to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the Securities and Exchange Commission, filings with the MSRB are to be made through the Electronic Municipal Market Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

“Participating Underwriter” means any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

“Reassessment District” means the area designated “Reassessment District No. 15-2”, formed by the City under the Act.

“Rule” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Trustee” means The Bank of New York Mellon Trust Company, N.A., as Trustee under the Indenture, or any successor thereto as Trustee thereunder, substituted in its place as provided therein.

Section 2. Provision of Annual Reports. (a) The City shall, or shall cause the Dissemination Agent to, provide to the MSRB an Annual Report which is consistent with the requirements of Section 3 hereof, not later than the Annual Report Date, commencing with the report for the 2014-15 fiscal year. The Annual Report may include by reference other information as provided in Section 3 hereof. If the City’s fiscal year changes, it shall, or it shall instruct the Dissemination Agent to, give notice of such change in a filing with the MSRB. The Annual Report shall be submitted on a standard form in use by industry participants or other appropriate form and shall identify the Bonds by name and CUSIP number.

(b) Not later than 15 business days prior to the date specified in subsection (a) of this Section for the providing of the Annual Report to the MSRB, the City shall provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). If by such date, the Trustee has not received a copy of the Annual Report, the Trustee shall contact the City and the Dissemination Agent to determine if the City is in compliance with the first sentence of this subsection (b).

(c) If the Trustee is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a) of this Section, the Trustee shall, in a timely manner, send a notice to the MSRB in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) provide any Annual Report received by it to the MSRB, as provided herein; and

(ii) file a report with the City and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the Annual Report has been provided pursuant to this Disclosure Agreement and stating the date it was provided to the MSRB.

Section 3. Content of Annual Reports. The City’s Annual Report shall contain or incorporate by reference the following information:

(a) The City's audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 2(a) hereof, the Annual Report shall contain unaudited financial statements in a format similar to that used for the City's audited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information:

(i) The principal amount of Bonds Outstanding as of the preceding September 30.

(ii) The balance in the Reserve Fund, and a statement of the Reserve Requirement, as of the preceding September 30.

(iii) The total assessed value of all parcels, as shown on the assessment roll of the Orange County Assessor last equalized prior to the preceding September 30, and a statement of assessed value-to-lien ratios therefor substantially in the form included in Table 6 of the Official Statement, either by individual parcel or by categories (e.g. "below 3:1", "3:1 to 4:1" etc.).

(iv) The amount of the reassessment levy and the reassessment delinquency rate for the parcels, both as a dollar amount and as a percentage of the total levy for the Fiscal Year, as shown on the assessment roll of the Orange County Assessor last equalized prior to the preceding September 30, the number of parcels delinquent in payment of reassessments, as shown on the assessment roll of the Orange County Assessor last equalized prior to the preceding September 30, the amount of each delinquency, the length of time delinquent and the date on which foreclosure was commenced, or similar information pertaining to delinquencies deemed appropriate by the City; provided, however, that parcels with delinquencies of \$2,000 or less may be grouped together and such information may be provided by category.

(v) A statement as to whether the County's Teeter Plan remains in effect with respect to the Reassessment District as of the September 30 next preceding the Annual Report Date.

(vi) The status of foreclosure proceedings for parcels and a summary of the results of any foreclosure sales as of the preceding September 30.

(vii) The identity of any property owner representing more than 5% of the reassessment levy on the parcels delinquent in payment of reassessments, as shown on the reassessment roll of the Orange County Assessor last equalized prior to the preceding September 30.

(viii) A land ownership summary listing property owners responsible for more than 5% of the reassessment levy on the area constituting the parcels, as shown on the reassessment roll of the Orange County Assessor last equalized prior to the preceding September 30, stating the percentage of such reassessment levy for which each such owner is responsible, as shown on such roll, and stating the percentage of the prior year's reassessment levy on the parcels for which each such owner was responsible, as shown on the reassessment roll of the Orange County Assessor last equalized prior to such roll.

(c) In addition to any of the information expressly required to be provided under the preceding subsection, the City shall provide such further information, if any, as may be necessary to make

the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the City or related public entities, which have been made available to the public on the MSRB's website. The City shall clearly identify each such other document so included by reference.

Section 4. Reporting of Significant Events. (a) Pursuant to the provisions of this Section, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than ten business days after the occurrence of the event:

- (i) Principal and interest payment delinquencies.
- (ii) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (iii) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (iv) Substitution of credit or liquidity providers, or their failure to perform.
- (v) Issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB).
- (vi) Tender offers.
- (vii) Defeasances.
- (viii) Rating changes.
- (ix) Bankruptcy, insolvency, receivership or similar event of the City.

For purposes of the event identified in paragraph (ix), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(b) Pursuant to the provisions of this Section, the City shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, in a timely manner not later than ten business days after the occurrence of the event:

- (i) Unless described in paragraph (v) of subsection (a) of this Section, adverse tax opinions or other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds.
- (ii) Modifications to rights of holders of the Bonds.
- (iii) Optional, unscheduled or contingent Series A Bond calls.

(iv) Release, substitution, or sale of property securing repayment of the Bonds.

(v) Non-payment related defaults.

(vi) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.

(vii) Appointment of a successor or additional Trustee or the change of name of a Trustee.

(c) The Trustee shall, within one business day of obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Disclosure Representative and inform such person of the event. The Trustee, in notifying the Disclosure Representative of a Listed Event, shall not be required to make any determinations with respect to such Listed Event, including whether such Listed Event is material or reflects financial difficulties.

(d) Whenever the City obtains knowledge of the occurrence of a Listed Event described in subsection (b) of this Section, the City shall determine if such event would be material under applicable Federal securities law.

(e) Whenever the City obtains knowledge of the occurrence of a Listed Event described in subsection (a) of this Section, or determines that knowledge of a Listed Event described in subsection (b) of this Section would be material under applicable Federal securities law, the City shall, or shall cause the Dissemination Agent to, file a notice of the occurrence of such Listed Event with the MSRB, within ten business days of such occurrence.

(f) Notwithstanding the foregoing, notice of Listed Events described in paragraph (vii) of subsection (a) of this Section and (iii) of subsection (a) of this Section need not be given any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds pursuant to the Indenture.

Section 5. Format for Filings with MSRB. Any report or filing with the MSRB pursuant to this Disclosure Agreement must be submitted in electronic format, accompanied by such identifying information as is prescribed by the MSRB.

Section 6. Termination of Reporting Obligation. The City's obligations under this Disclosure Agreement shall terminate upon the earlier to occur of the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the City shall give notice of such termination in a filing with the MSRB.

Section 7. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign by providing 30 days' written notice to the City and the Trustee. The Dissemination Agent shall have no duty to prepare the Annual Report nor shall the Dissemination Agent be responsible for filing any Annual Report not provided to it by the City in a timely manner and in a form suitable for filing. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the City and the Trustee may amend this Disclosure Agreement (and the Trustee shall agree to any amendment so requested by the City; provided, however, that the Trustee shall not be obligated to enter into any amendment increasing or affecting its rights, duties or obligations), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of subsection (a) of Section 2 hereof, Section 3 hereof or subsection (a) or (b) of Section 4 hereof, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver (i) is approved by Owners of the Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of Owners or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the City shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type of information being presented by the City.

Section 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice required to be filed pursuant to this Disclosure Agreement, in addition to that which is required by this Disclosure Agreement. If the City chooses to include any information in any Annual Report or notice in addition to that which is specifically required by this Disclosure Agreement, the City shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

Section 10. Default. In the event of a failure of the City, the Trustee or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee may (and, at the written direction of any Participating Underwriter or the Owners of at least 25% of the aggregate principal amount of Outstanding Bonds, shall, upon receipt of indemnification reasonably satisfactory to the Trustee), or any Owner or Beneficial Owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City, the Trustee or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the City, the Trustee or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. Article VIII of the Indenture is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement

were (solely for this purpose) contained in the Indenture. The Dissemination Agent shall be entitled to the protections and limitations from liability afforded to the Trustee thereunder. Neither the Trustee nor the Dissemination Agent shall be responsible for the form or content of any Annual Report or notice of Listed Event. The Dissemination Agent shall receive reasonable compensation for its services provided under this Disclosure Agreement. The Dissemination Agent (if other than the Trustee or the Trustee in its capacity as Dissemination Agent) shall have only such duties as are specifically set forth in this Disclosure Agreement. To the extent permitted by law, the City agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, and which are not due to its negligence or its willful misconduct. The obligations of the City under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the City, the Trustee, the Dissemination Agent, the Participating Underwriter and the Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 13. Counterparts. This Disclosure 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 14. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Agreement as of the date first above written.

CITY OF IRVINE

By: _____
Sean Joyce, City Manager

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

By: _____
Authorized Officer

ACKNOWLEDGED AND ACCEPTED:

WILLDAN FINANCIAL SERVICES, as
Dissemination Agent

By: _____
Authorized Representative

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: City of Irvine
Name of Bond Issue: City of Irvine Limited Obligation Improvement Bonds
Reassessment District No. 15-2
Date of Issuance: August 12, 2015

NOTICE IS HEREBY GIVEN that the City of Irvine (the "City") has not provided an Annual Report with respect to the above-named Bonds, as required by the Continuing Disclosure Agreement, dated as of July 1, 2015, by and between the City and The Bank of New York Mellon Trust Company, N.A., as Trustee. [The City anticipates that the Annual Report will be filed by _____, 20__.]

Dated: _____

The Bank of New York Mellon Trust
Company, N.A., as Trustee, on behalf of the
City of Irvine

cc: City of Irvine

APPENDIX E

BOOK-ENTRY SYSTEM

The description that follows of the procedures and recordkeeping with respect to beneficial ownership interests in the Bonds, payment of principal of, premium, if any, and interest on the Bonds to Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interests in the Bonds, and other related transactions by and between DTC, Participants and Beneficial Owners, is based on information furnished by DTC which the City believes to be reliable, but the City does not take responsibility for the completeness or accuracy thereof. The City cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners either (a) payments of principal, premium, if any, and interest with respect to the Bonds or (b) certificates representing ownership interests in or other confirmation of ownership interests in the Bonds, or that they will so do on a timely basis or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current “Rules” applicable to DTC are on file with the Securities and Exchange Commission and the current “Procedures” of DTC to be followed in dealing with DTC Participants are on file with DTC.

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

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com; provided that nothing contained in such website is incorporated into this Official Statement.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of

the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

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

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

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

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

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

The City may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered to DTC.

NEITHER THE CITY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO THE PAYMENTS OR THE PROVIDING OF NOTICE TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS OR THE SELECTION OF BONDS FOR REDEMPTION.

DTC (or a successor securities depository) may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the City. The City, in its sole discretion and without the consent of any other person, may terminate the services of DTC (or a successor securities depository) with respect to the Bonds. The City undertakes no obligation to investigate matters that would enable the City to make such a determination. In the event that the book-entry system is discontinued as described above, the requirements of the Indenture will apply.

THE CITY AND THE UNDERWRITERS CANNOT AND DO NOT GIVE ANY ASSURANCES THAT DTC, THE PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL, INTEREST OR PREMIUM, IF ANY, WITH RESPECT TO THE BONDS PAID TO DTC OR ITS NOMINEE AS THE REGISTERED OWNER, OR WILL DISTRIBUTE ANY REDEMPTION NOTICES OR OTHER NOTICES, TO THE BENEFICIAL OWNERS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CITY AND THE UNDERWRITERS ARE NOT RESPONSIBLE OR LIABLE FOR THE FAILURE OF DTC OR ANY PARTICIPANT TO MAKE ANY PAYMENT OR GIVE ANY NOTICE TO A BENEFICIAL OWNER WITH RESPECT TO THE BONDS OR AN ERROR OR DELAY RELATING THERETO.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City deems reliable, but the City takes no responsibility for the accuracy thereof.

THE TRUSTEE, AS LONG AS A BOOK-ENTRY-ONLY SYSTEM IS USED FOR THE BONDS, WILL SEND ANY NOTICE OF REDEMPTION OR OTHER NOTICES ONLY TO CEDE & CO., OR ITS SUCCESSOR AS DTC'S PARTNERSHIP NOMINEE. ANY FAILURE OF CEDE & CO., OR ITS SUCCESSOR AS DTC'S PARTNERSHIP NOMINEE TO ADVISE ANY PARTICIPANT, OR OF ANY PARTICIPANT TO NOTIFY ANY BENEFICIAL OWNER OF ANY NOTICE AND ITS CONTENT OR EFFECT WILL NOT AFFECT THE VALIDITY OR SUFFICIENCY OF THE PROCEEDINGS RELATING TO THE REDEMPTION OF THE BONDS CALLED FOR REDEMPTION OR OF ANY OTHER ACTION PREMISED ON SUCH NOTICE.

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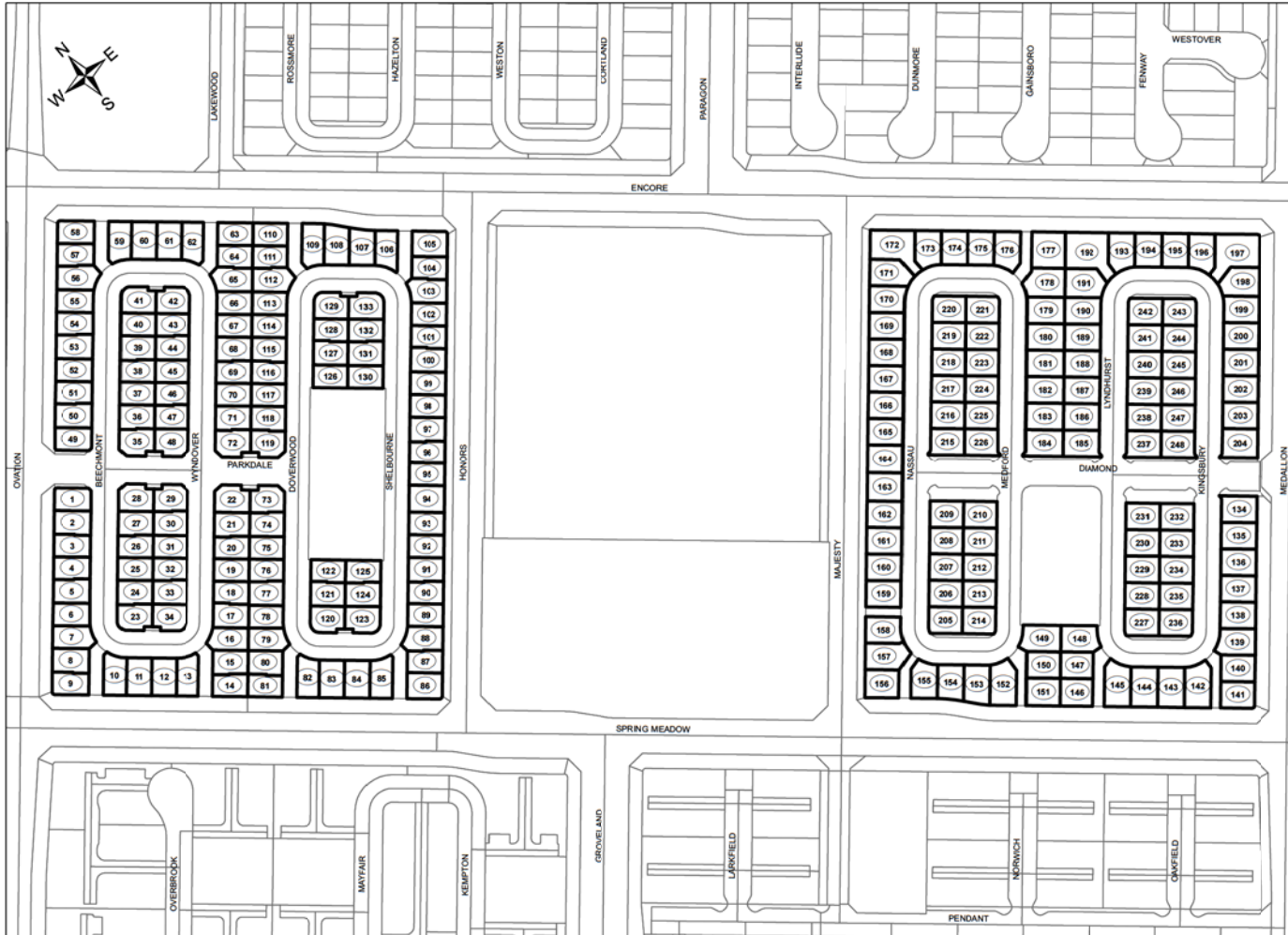
APPENDIX F

REASSESSMENT DISTRICT BOUNDARY MAP

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REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 15-2

CITY OF IRVINE
 COUNTY OF ORANGE
 STATE OF CALIFORNIA



- REASSESSMENT DISTRICT PARCELS
- 1 REASSESSMENT NUMBERS

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF IRVINE, THIS DAY OF _____, 2015.

CITY CLERK
 CITY OF IRVINE

A REASSESSMENT WAS LEVIED BY THE CITY COUNCIL OF THE CITY OF IRVINE ON THE LOTS, PIECES AND PARCELS OF LAND SHOWN ON THIS REASSESSMENT DIAGRAM. SAID REASSESSMENT WAS LEVIED ON THE DAY OF _____, 2015. SAID REASSESSMENT DIAGRAM AND REASSESSMENT ROLL WERE RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE CITY OF IRVINE ON THE DAY OF _____, 2015. REFERENCE IS MADE TO THE REASSESSMENT ROLL RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF SAID CITY FOR THE EXACT AMOUNT OF EACH REASSESSMENT LEVIED AGAINST EACH PARCEL SHOWN ON THE REASSESSMENT DIAGRAM.

CITY CLERK
 CITY OF IRVINE

RECORDED IN THE OFFICE OF THE SUPERINTENDENT OF STREETS, CITY OF IRVINE, THIS DAY OF _____, 2015.

SUPERINTENDENT OF STREETS
 CITY OF IRVINE

FILED THIS _____ DAY OF _____, 2015, AT THE HOUR OF _____ O'CLOCK _____ M. IN BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE(S) _____ AT THE REQUEST OF THE CITY OF IRVINE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA.

FEE: _____ INST NO.: _____
 HUGH NGUYEN, COUNTY CLERK-RECORDER

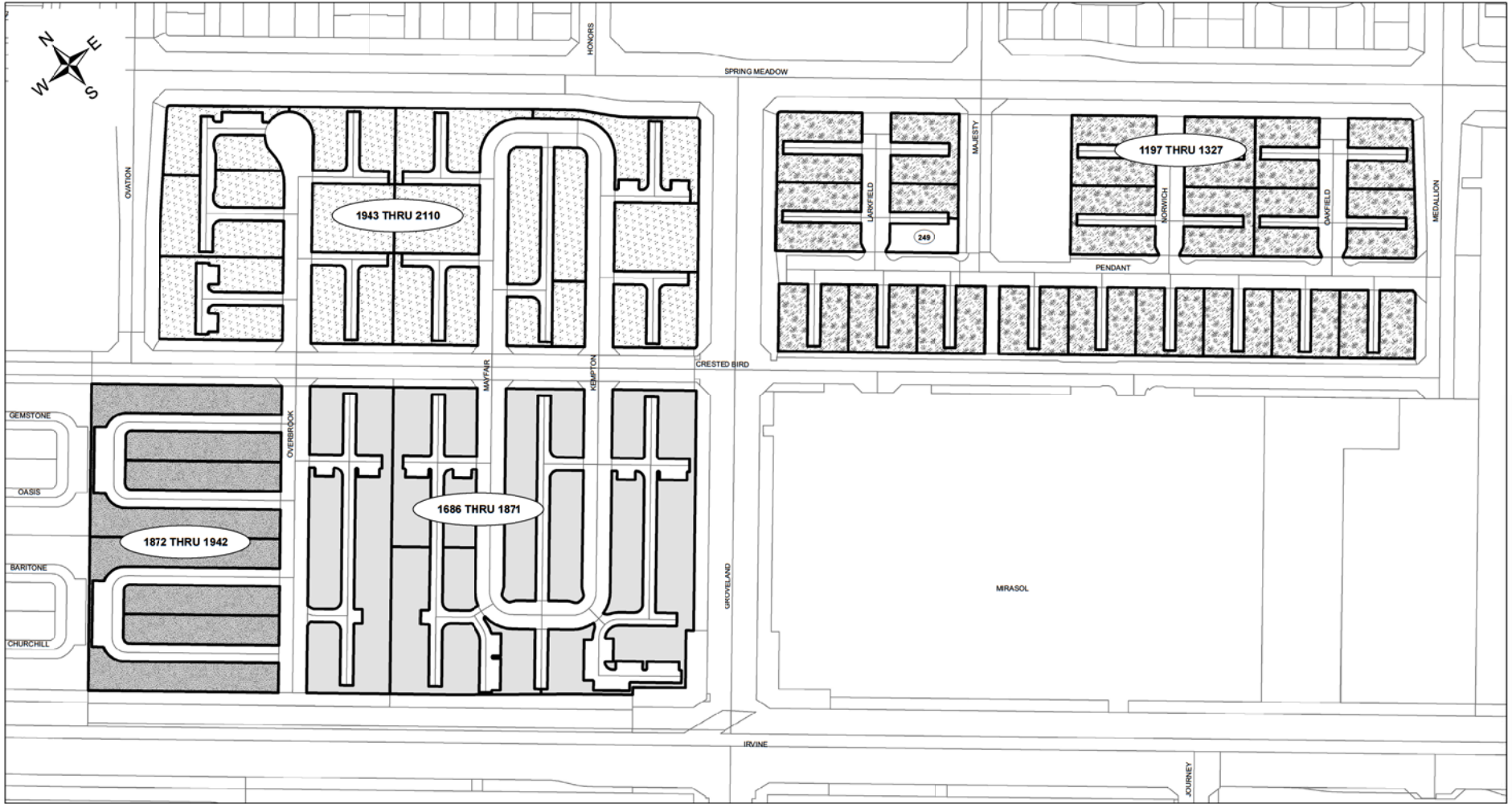
BY DEPUTY
 COUNTY RECORDER
 COUNTY OF ORANGE

NOTE:
 THIS REASSESSMENT DIAGRAM IS RECORDED PURSUANT TO THE REFUNDING ACT OF 1984 FOR 1915 IMPROVEMENT ACT BONDS (SECTION 9500 AND FOLLOWING, CALIFORNIA STREETS AND HIGHWAYS CODE). THE RECORDING OF THE REASSESSMENTS FROM THESE PROCEEDINGS HAS SUPERSEDED AND SUPPLANTED THE EARLIER ASSESSMENTS FOR THE CITY OF IRVINE ASSESSMENT DISTRICT NOS. 04-2002, 07-2201, 07-2202, 07-2203 and 10-25A COUNTY OF ORANGE, CALIFORNIA, WHICH BECAME A LIEN BY VIRTUE OF THE RECORDING AS FOLLOWS:
 ON NOVEMBER 15, 2011, IN BOOK 56 AT PAGES 11-16 MM;
 ON MAY 24, 2007, IN BOOK 72 AT PAGE 34;
 ON MAY 24, 2007, IN BOOK 72 AT PAGE 34;
 ON MAY 24, 2007, IN BOOK 72 AT PAGE 34;
 AND ON NOVEMBER 12, 2010, IN BOOK 95 AT PAGE 22-MM OF THE MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS RESPECTIVELY, IN THE OFFICE OF COUNTY RECORDER FOR THE COUNTY OF ORANGE.

FOR PARTICULARS ON THE LINES AND DIMENSIONS OF ASSESSOR'S PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ORANGE COUNTY ASSESSOR, WHICH MAPS SHALL GOVERN FOR ALL DETAILS RELATING THERETO.

REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 15-2

CITY OF IRVINE
 COUNTY OF ORANGE
 STATE OF CALIFORNIA



- REASSESSMENT DISTRICT PARCELS
- 1 REASSESSMENT NUMBERS
- REASSESSMENT NUMBERS 1197 THRU 1327
- REASSESSMENT NUMBERS 1686 THRU 1871
- REASSESSMENT NUMBERS 1943 THRU 2110
- REASSESSMENT NUMBERS 1872 THRU 1942

REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 15-2

CITY OF IRVINE
 COUNTY OF ORANGE
 STATE OF CALIFORNIA



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| REASSESSMENT DISTRICT PARCELS | REASSESSMENT NUMBERS 583 THRU 587 | REASSESSMENT NUMBERS 663 THRU 780 | REASSESSMENT NUMBERS 1003 THRU 1097 |
| REASSESSMENT NUMBERS | REASSESSMENT NUMBERS 588 THRU 594 | REASSESSMENT NUMBERS 862 THRU 931 | REASSESSMENT NUMBERS 1098 THRU 1196 |
| | REASSESSMENT NUMBERS 595 THRU 662 | REASSESSMENT NUMBERS 932 THRU 1002 | |

REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 15-2

CITY OF IRVINE
COUNTY OF ORANGE
STATE OF CALIFORNIA



-  REASSESSMENT DISTRICT PARCELS
-  REASSESSMENT NUMBERS 781 THRU 861
-  REASSESSMENT NUMBERS

REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 15-2
 CITY OF IRVINE
 COUNTY OF ORANGE
 STATE OF CALIFORNIA



- REASSESSMENT DISTRICT PARCELS
- 1 REASSESSMENT NUMBERS
- REASSESSMENT NUMBERS 1328 THRU 1521
- REASSESSMENT NUMBERS 1522 THRU 1685

REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 15-2
 CITY OF IRVINE
 COUNTY OF ORANGE
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- REASSESSMENT DISTRICT PARCELS
- ① REASSESSMENT NUMBERS

REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 15-2

SHEET 7 OF 11

CITY OF IRVINE
COUNTY OF ORANGE
STATE OF CALIFORNIA

REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET
1	551-472-01	1	69	551-475-21	1	137	580-201-04	1	206	580-202-01	1	273	580-312-22	4	341	580-313-16	4	409	588-252-19	6
2	551-472-02	1	70	551-475-22	1	138	580-201-05	1	207	580-202-02	1	274	580-312-23	4	342	580-313-17	4	410	588-252-20	6
3	551-472-03	1	71	551-475-23	1	139	580-201-06	1	207	580-202-03	1	275	580-312-24	4	343	580-313-18	4	411	588-252-21	6
4	551-472-04	1	72	551-475-24	1	140	580-201-07	1	208	580-202-04	1	276	580-312-25	4	344	580-313-19	4	412	588-252-22	6
5	551-472-05	1	73	551-481-01	1	141	580-201-08	1	209	580-202-05	1	277	580-312-26	4	345	580-313-20	4	413	588-252-23	6
6	551-472-06	1	74	551-481-02	1	142	580-201-09	1	210	580-202-06	1	278	580-312-27	4	346	588-251-02	6	414	588-252-24	6
7	551-472-07	1	75	551-481-03	1	143	580-201-10	1	211	580-202-07	1	279	580-312-28	4	347	588-251-03	6	415	588-252-25	6
8	551-472-08	1	76	551-481-04	1	144	580-201-11	1	212	580-202-08	1	280	580-312-29	4	348	588-251-04	6	416	588-252-26	6
9	551-472-09	1	77	551-481-05	1	145	580-201-12	1	213	580-202-09	1	281	580-312-30	4	349	588-251-05	6	417	588-252-27	6
10	551-472-10	1	78	551-481-06	1	146	580-201-13	1	214	580-202-10	1	282	580-312-31	4	350	588-251-06	6	418	588-252-28	6
11	551-472-11	1	79	551-481-07	1	147	580-201-14	1	215	580-202-11	1	283	580-312-32	4	351	588-251-07	6	419	588-252-29	6
12	551-472-12	1	80	551-481-08	1	148	580-201-15	1	216	580-202-12	1	284	580-312-33	4	352	588-251-08	6	420	588-252-30	6
13	551-472-13	1	81	551-481-09	1	149	580-201-16	1	217	580-202-13	1	285	580-312-34	4	353	588-251-09	6	421	588-251-01	6
14	551-472-14	1	82	551-481-10	1	150	580-201-17	1	218	580-202-14	1	286	580-312-35	4	354	588-251-11	6	422	588-251-02	6
15	551-472-15	1	83	551-481-11	1	151	580-201-18	1	219	580-202-15	1	287	580-312-36	4	355	588-251-12	6	423	588-251-03	6
16	551-472-16	1	84	551-481-12	1	152	580-201-19	1	220	580-202-16	1	288	580-312-37	4	356	588-251-13	6	424	588-251-04	6
17	551-472-17	1	85	551-481-13	1	153	580-201-20	1	221	580-202-17	1	289	580-312-38	4	357	588-251-14	6	425	588-251-05	6
18	551-472-18	1	86	551-481-14	1	154	580-201-21	1	222	580-202-18	1	290	580-312-39	4	358	588-251-15	6	426	588-251-06	6
19	551-472-19	1	87	551-481-15	1	155	580-201-22	1	223	580-202-19	1	291	580-312-40	4	359	588-251-16	6	427	588-251-07	6
20	551-472-20	1	88	551-481-16	1	156	580-201-23	1	224	580-202-20	1	292	580-312-41	4	360	588-251-17	6	428	588-251-08	6
21	551-472-21	1	89	551-481-17	1	157	580-201-24	1	225	580-202-21	1	293	580-312-42	4	361	588-251-18	6	429	588-251-09	6
22	551-472-22	1	90	551-481-18	1	158	580-201-25	1	226	580-202-22	1	294	580-312-43	4	362	588-251-19	6	430	588-251-10	6
23	551-473-01	1	91	551-481-19	1	159	580-201-26	1	227	580-202-23	1	295	580-312-44	4	363	588-251-20	6	431	588-251-11	6
24	551-473-02	1	92	551-481-20	1	160	580-201-27	1	228	580-202-24	1	296	580-312-45	4	364	588-251-21	6	432	588-251-12	6
25	551-473-03	1	93	551-481-21	1	161	580-201-28	1	229	580-202-25	1	297	580-312-46	4	365	588-251-22	6	433	588-251-13	6
26	551-473-04	1	94	551-481-22	1	162	580-201-29	1	230	580-202-26	1	298	580-312-47	4	366	588-251-23	6	434	588-251-14	6
27	551-473-05	1	95	551-481-23	1	163	580-201-30	1	231	580-202-27	1	299	580-312-48	4	367	588-251-24	6	435	588-251-15	6
28	551-473-06	1	96	551-481-24	1	164	580-201-31	1	232	580-202-28	1	300	580-312-49	4	368	588-251-25	6	436	588-251-16	6
29	551-473-07	1	97	551-481-25	1	165	580-201-32	1	233	580-202-29	1	301	580-312-50	4	369	588-251-26	6	437	588-251-17	6
30	551-473-08	1	98	551-481-26	1	166	580-201-33	1	234	580-202-30	1	302	580-312-51	4	370	588-251-27	6	438	588-251-18	6
31	551-473-09	1	99	551-481-27	1	167	580-201-34	1	235	580-202-31	1	303	580-312-52	4	371	588-251-28	6	439	588-251-19	6
32	551-473-10	1	100	551-481-28	1	168	580-201-35	1	236	580-202-32	1	304	580-312-53	4	372	588-251-29	6	440	588-251-20	6
33	551-473-11	1	101	551-481-29	1	169	580-201-36	1	237	580-202-33	1	305	580-312-54	4	373	588-251-30	6	441	588-251-21	6
34	551-473-12	1	102	551-481-30	1	170	580-201-37	1	238	580-202-34	1	306	580-312-55	4	374	588-251-31	6	442	588-251-22	6
35	551-474-01	1	103	551-481-31	1	171	580-201-38	1	239	580-202-35	1	307	580-312-56	4	375	588-251-32	6	443	588-251-23	6
36	551-474-02	1	104	551-481-32	1	172	580-201-39	1	240	580-202-36	1	308	580-312-57	4	376	588-251-33	6	444	588-251-24	6
37	551-474-03	1	105	551-481-33	1	173	580-201-40	1	241	580-202-37	1	309	580-312-58	4	377	588-251-34	6	445	588-251-25	6
38	551-474-04	1	106	551-481-34	1	174	580-201-41	1	242	580-202-38	1	310	580-312-59	4	378	588-251-35	6	446	588-251-26	6
39	551-474-05	1	107	551-481-35	1	175	580-201-42	1	243	580-202-39	1	311	580-312-60	4	379	588-251-36	6	447	588-251-27	6
40	551-474-06	1	108	551-481-36	1	176	580-201-43	1	244	580-202-40	1	312	580-312-61	4	380	588-251-37	6	448	588-251-28	6
41	551-474-07	1	109	551-481-37	1	177	580-201-44	1	245	580-202-41	1	313	580-312-62	4	381	588-251-38	6	449	588-251-29	6
42	551-474-08	1	110	551-481-38	1	178	580-201-45	1	246	580-202-42	1	314	580-312-63	4	382	588-251-39	6	450	588-251-30	6
43	551-474-09	1	111	551-481-39	1	179	580-201-46	1	247	580-202-43	1	315	580-312-64	4	383	588-251-40	6	451	588-251-31	6
44	551-474-10	1	112	551-481-40	1	180	580-201-47	1	248	580-202-44	1	316	580-312-65	4	384	588-251-41	6	452	588-251-32	6
45	551-474-11	1	113	551-481-41	1	181	580-201-48	1	249	580-202-45	1	317	580-312-66	4	385	588-251-42	6	453	588-251-33	6
46	551-474-12	1	114	551-481-42	1	182	580-201-49	1	250	580-202-46	1	318	580-312-67	4	386	588-251-43	6	454	588-251-34	6
47	551-474-13	1	115	551-481-43	1	183	580-201-50	1	251	580-202-47	1	319	580-312-68	4	387	588-251-44	6	455	588-251-35	6
48	551-474-14	1	116	551-481-44	1	184	580-201-51	1	252	580-202-48	1	320	580-312-69	4	388	588-251-45	6	456	588-251-36	6
49	551-475-01	1	117	585-01-44	1	185	580-201-52	1	253	580-212-02	4	321	580-312-70	4	389	588-251-46	6	457	588-251-37	6
50	551-475-02	1	118	585-01-45	1	186	580-201-53	1	254	580-212-03	4	322	580-312-71	4	390	588-251-47	6	458	588-251-38	6
51	551-475-03	1	119	585-01-46	1	187	580-201-54	1	255	580-212-04	4	323	580-312-72	4	391	588-251-48	6	459	588-251-39	6
52	551-475-04	1	120	585-01-47	1	188	580-201-55	1	256	580-212-05	4	324	580-312-73	4	392	588-251-49	6	460	588-251-40	6
53	551-475-05	1	121	585-01-48	1	189	580-201-56	1	257	580-212-06	4	325	580-312-74	4	393	588-251-50	6	461	588-251-41	6
54	551-475-06	1	122	585-01-49	1	190	580-201-57	1	258	580-212-07	4	326	580-312-75	4	394	588-251-51	6	462	588-251-42	6
55	551-475-07	1	123	585-01-50	1	191	580-201-58	1	259	580-212-08	4	327	580-312-76	4	395	588-251-52	6	463	588-251-43	6
56	551-475-08	1	124	585-01-51	1	192	580-201-59	1	260	580-212-09	4	328	580-312-77	4	396	588-251-53	6	464	588-251-44	6
57	551-475-09	1	125	585-01-52	1	193	580-201-60	1	261	580-212-10	4	329	580-312-78	4	397	588-251-54	6	465	588-251-45	6
58	551-475-10	1	126	585-01-53	1	194	580-201-61	1	262	580-212-11	4	330	580-312-79	4	398	588-251-55	6	466	588-251-46	6

REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 15-2

SHEET 8 OF 11

CITY OF IRVINE
COUNTY OF ORANGE
STATE OF CALIFORNIA

REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET
477	588-262-11	6	545	588-271-46	6	613	932-381-80	3	681	932-392-19	3	749	932-392-87	3	817	932-402-37	4	885	932-412-23	3
478	588-262-12	6	546	588-271-02	6	614	932-381-81	3	682	932-392-20	3	750	932-392-88	3	818	932-402-38	4	886	932-412-24	3
479	588-262-14	6	547	588-271-61	6	615	932-381-82	3	683	932-392-21	3	751	932-392-89	3	819	932-402-39	4	887	932-412-25	3
480	588-262-15	6	548	588-271-52	6	616	932-381-83	3	684	932-392-22	3	752	932-392-90	3	820	932-402-40	4	888	932-412-26	3
481	588-262-16	6	549	588-271-63	6	617	932-381-84	3	685	932-392-23	3	753	932-392-91	3	821	932-402-41	4	889	932-412-27	3
482	588-262-17	6	550	588-271-64	6	618	932-381-85	3	686	932-392-24	3	754	932-392-92	3	822	932-402-42	4	890	932-412-28	3
483	588-262-18	6	551	588-271-65	6	619	932-381-86	3	687	932-392-25	3	755	932-392-93	3	823	932-402-43	4	891	932-412-29	3
484	588-262-19	6	552	588-271-56	6	620	932-381-87	3	688	932-392-26	3	756	932-392-94	3	824	932-402-44	4	892	932-412-30	3
485	588-262-20	6	553	588-271-65	6	621	932-381-88	3	689	932-392-27	3	757	932-392-95	3	825	932-402-45	4	893	932-412-31	3
486	588-262-21	6	554	588-271-04	6	622	932-381-89	3	690	932-392-28	3	758	932-392-96	3	826	932-402-46	4	894	932-412-32	3
487	588-262-22	6	555	588-271-56	6	623	932-381-90	3	691	932-392-29	3	759	932-392-97	3	827	932-402-47	4	895	932-412-33	3
488	588-262-22	6	556	588-271-65	6	624	932-381-91	3	692	932-392-30	3	760	932-392-98	3	828	932-402-48	4	896	932-412-34	3
489	588-262-24	6	557	588-271-61	6	625	932-381-92	3	693	932-392-31	3	761	932-392-99	3	829	932-402-49	4	897	932-412-35	3
490	588-262-25	6	558	588-271-62	6	626	932-381-93	3	694	932-392-32	3	762	932-392-00	3	830	932-402-50	4	898	932-412-36	3
491	588-262-26	6	559	588-271-63	6	627	932-381-94	3	695	932-392-33	3	763	932-392-01	3	831	932-402-51	4	899	932-412-37	3
492	588-262-27	6	560	588-271-64	6	628	932-381-95	3	696	932-392-34	3	764	932-392-02	3	832	932-402-52	4	900	932-412-38	3
493	588-262-28	6	561	588-271-65	6	629	932-381-96	3	697	932-392-35	3	765	932-392-03	3	833	932-402-53	4	901	932-412-39	3
494	588-262-29	6	562	588-281-01	6	630	932-381-97	3	698	932-392-36	3	766	932-392-04	3	834	932-402-54	4	902	932-412-40	3
495	588-262-30	6	563	588-281-02	6	631	932-381-98	3	699	932-392-37	3	767	932-392-05	3	835	932-402-55	4	903	932-412-41	3
496	588-262-31	6	564	588-281-03	6	632	932-381-99	3	700	932-392-38	3	768	932-392-06	3	836	932-402-56	4	904	932-412-42	3
497	588-271-01	6	565	588-281-04	6	633	932-382-00	3	701	932-392-39	3	769	932-392-07	3	837	932-402-57	4	905	932-412-43	3
498	588-271-02	6	566	588-281-05	6	634	932-382-01	3	702	932-392-40	3	770	932-392-08	3	838	932-402-58	4	906	932-412-44	3
499	588-271-03	6	567	588-281-06	6	635	932-382-02	3	703	932-392-41	3	771	932-392-09	3	839	932-402-59	4	907	932-412-45	3
500	588-271-04	6	568	588-281-07	6	636	932-382-03	3	704	932-392-42	3	772	932-392-10	3	840	932-402-60	4	908	932-412-46	3
501	588-271-05	6	569	588-281-08	6	637	932-382-04	3	705	932-392-43	3	773	932-392-11	3	841	932-402-61	4	909	932-412-47	3
502	588-271-06	6	570	588-281-09	6	638	932-382-05	3	706	932-392-44	3	774	932-392-12	3	842	932-402-62	4	910	932-412-48	3
503	588-271-07	6	571	588-281-10	6	639	932-382-06	3	707	932-392-45	3	775	932-392-13	3	843	932-402-63	4	911	932-412-49	3
504	588-271-08	6	572	588-281-11	6	640	932-382-07	3	708	932-392-46	3	776	932-392-14	3	844	932-402-64	4	912	932-412-50	3
505	588-271-09	6	573	588-281-12	6	641	932-382-08	3	709	932-392-47	3	777	932-392-15	3	845	932-402-65	4	913	932-412-51	3
506	588-271-10	6	574	588-281-13	6	642	932-382-09	3	710	932-392-48	3	778	932-392-16	3	846	932-402-66	4	914	932-412-52	3
507	588-271-11	6	575	588-281-14	6	643	932-382-10	3	711	932-392-49	3	779	932-392-17	3	847	932-402-67	4	915	932-412-53	3
508	588-271-12	6	576	588-281-15	6	644	932-382-11	3	712	932-392-50	3	780	932-392-18	3	848	932-402-68	4	916	932-412-54	3
509	588-271-13	6	577	588-281-16	6	645	932-382-12	3	713	932-392-51	3	781	932-392-19	3	849	932-402-69	4	917	932-412-55	3
510	588-271-14	6	578	588-281-17	6	646	932-382-13	3	714	932-392-52	3	782	932-402-02	4	850	932-402-70	4	918	932-412-56	3
511	588-271-15	6	579	588-281-18	6	647	932-382-14	3	715	932-392-53	3	783	932-402-03	4	851	932-402-71	4	919	932-412-57	3
512	588-271-16	6	580	588-281-19	6	648	932-382-15	3	716	932-392-54	3	784	932-402-04	4	852	932-402-72	4	920	932-412-58	3
513	588-271-17	6	581	588-281-20	6	649	932-382-16	3	717	932-392-55	3	785	932-402-05	4	853	932-402-73	4	921	932-412-59	3
514	588-271-18	6	582	588-281-21	6	650	932-382-17	3	718	932-392-56	3	786	932-402-06	4	854	932-402-74	4	922	932-412-60	3
515	588-271-19	6	583	932-381-06	3	651	932-382-18	3	719	932-392-57	3	787	932-402-07	4	855	932-402-75	4	923	932-412-61	3
516	588-271-20	6	584	932-381-07	3	652	932-382-19	3	720	932-392-58	3	788	932-402-08	4	856	932-402-76	4	924	932-412-62	3
517	588-271-21	6	585	932-381-08	3	653	932-382-20	3	721	932-392-59	3	789	932-402-09	4	857	932-402-77	4	925	932-412-63	3
518	588-271-22	6	586	932-381-09	3	654	932-382-21	3	722	932-392-60	3	790	932-402-10	4	858	932-402-78	4	926	932-412-64	3
519	588-271-23	6	587	932-381-10	3	655	932-382-22	3	723	932-392-61	3	791	932-402-11	4	859	932-402-79	4	927	932-412-65	3
520	588-271-24	6	588	932-381-11	3	656	932-382-23	3	724	932-392-62	3	792	932-402-12	4	860	932-402-80	4	928	932-412-66	3
521	588-271-25	6	589	932-381-12	3	657	932-382-24	3	725	932-392-63	3	793	932-402-13	4	861	932-402-81	4	929	932-412-67	3
522	588-271-26	6	590	932-381-13	3	658	932-382-25	3	726	932-392-64	3	794	932-402-14	4	862	932-402-82	4	930	932-412-68	3
523	588-271-27	6	591	932-381-14	3	659	932-382-26	3	727	932-392-65	3	795	932-402-15	4	863	932-402-83	4	931	932-412-69	3
524	588-271-28	6	592	932-381-15	3	660	932-382-27	3	728	932-392-66	3	796	932-402-16	4	864	932-402-84	4	932	932-412-70	3
525	588-271-29	6	593	932-381-16	3	661	932-382-28	3	729	932-392-67	3	797	932-402-17	4	865	932-402-85	4	933	932-412-71	3
526	588-271-30	6	594	932-381-17	3	662	932-382-29	3	730	932-392-68	3	798	932-402-18	4	866	932-402-86	4	934	932-412-72	3
527	588-271-31	6	595	932-381-18	3	663	932-382-30	3	731	932-392-69	3	799	932-402-19	4	867	932-402-87	4	935	932-412-73	3
528	588-271-32	6	596	932-381-19	3	664	932-382-31	3	732	932-392-70	3	800	932-402-20	4	868	932-402-88	4	936	932-412-74	3
529	588-271-33	6	597	932-381-20	3	665	932-382-32	3	733	932-392-71	3	801	932-402-21	4	869	932-402-89	4	937	932-412-75	3
530	588-271-34	6	598	932-381-21	3	666	932-382-33	3	734	932-392-72	3	802	932-402-22	4	870	932-402-90	4	938	932-412-76	3
531	588-271-35	6	599	932-381-22	3	667	932-382-34	3	735	932-392-73	3	803	932-402-23	4	871	932-402-91	4	939	932-412-77	3
532	588-271-36	6	600	932-381-23	3	668	932-382-35	3	736	932-392-74	3	804	932-402-24	4	872	932-402-92	4	940	932-412-78	3
533	588-271-37	6	601	932-381-24	3	669	932-382-36	3	737	932-392-75	3	805	932-402-2							

REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 15-2

CITY OF IRVINE
COUNTY OF ORANGE
STATE OF CALIFORNIA

REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET
953	932-414-22	3	1021	932-415-36	3	1099	932-419-06	3	1157	932-422-60	3	1225	932-425-29	2	1263	932-425-97	2	1361	934-012-34	5
954	932-414-23	3	1022	932-415-39	3	1090	932-416-07	3	1158	932-422-61	3	1226	932-425-30	2	1264	932-425-98	2	1362	934-012-35	5
955	932-414-24	3	1023	932-415-42	3	1091	932-416-10	3	1159	932-422-62	3	1227	932-425-31	2	1265	932-425-99	2	1363	934-012-36	5
956	932-414-25	3	1024	932-415-45	3	1092	932-416-13	3	1160	932-422-63	3	1228	932-425-32	2	1266	932-426-00	2	1364	934-012-37	5
957	932-414-26	3	1025	932-415-48	3	1093	932-416-16	3	1161	932-422-64	3	1229	932-425-33	2	1267	932-426-01	2	1365	934-012-38	5
958	932-414-27	3	1026	932-415-51	3	1094	932-416-19	3	1162	932-422-65	3	1230	932-425-34	2	1268	932-426-02	2	1366	934-012-39	5
959	932-414-28	3	1027	932-415-54	3	1095	932-416-22	3	1163	932-422-66	3	1231	932-425-35	2	1269	932-426-03	2	1367	934-012-40	5
960	932-414-29	3	1028	932-415-57	3	1096	932-416-25	3	1164	932-422-67	3	1232	932-425-36	2	1270	932-426-04	2	1368	934-012-41	5
961	932-414-30	3	1029	932-415-60	3	1097	932-416-28	3	1165	932-422-68	3	1233	932-425-37	2	1271	932-426-05	2	1369	934-012-42	5
962	932-414-31	3	1030	932-415-63	3	1098	932-416-31	3	1166	932-422-69	3	1234	932-425-38	2	1272	932-426-06	2	1370	934-012-43	5
963	932-414-32	3	1031	932-415-66	3	1099	932-416-34	3	1167	932-422-70	3	1235	932-425-39	2	1273	932-426-07	2	1371	934-012-44	5
964	932-414-33	3	1032	932-415-69	3	1100	932-416-37	3	1168	932-422-71	3	1236	932-425-40	2	1274	932-426-08	2	1372	934-012-45	5
965	932-414-34	3	1033	932-415-72	3	1101	932-416-40	3	1169	932-422-72	3	1237	932-425-41	2	1275	932-426-09	2	1373	934-012-46	5
966	932-414-35	3	1034	932-415-75	3	1102	932-416-43	3	1170	932-422-73	3	1238	932-425-42	2	1276	932-426-10	2	1374	934-012-47	5
967	932-414-36	3	1035	932-415-78	3	1103	932-416-46	3	1171	932-422-74	3	1239	932-425-43	2	1277	932-426-11	2	1375	934-012-48	5
968	932-414-37	3	1036	932-415-81	3	1104	932-416-49	3	1172	932-422-75	3	1240	932-425-44	2	1278	932-426-12	2	1376	934-012-49	5
969	932-414-38	3	1037	932-415-84	3	1105	932-416-52	3	1173	932-422-76	3	1241	932-425-45	2	1279	932-426-13	2	1377	934-012-50	5
970	932-414-39	3	1038	932-415-87	3	1106	932-416-55	3	1174	932-422-77	3	1242	932-425-46	2	1280	932-426-14	2	1378	934-012-51	5
971	932-414-40	3	1039	932-415-90	3	1107	932-416-58	3	1175	932-422-78	3	1243	932-425-47	2	1281	932-426-15	2	1379	934-012-52	5
972	932-414-41	3	1040	932-415-93	3	1108	932-416-61	3	1176	932-422-79	3	1244	932-425-48	2	1282	932-426-16	2	1380	934-012-53	5
973	932-414-42	3	1041	932-415-96	3	1109	932-416-64	3	1177	932-422-80	3	1245	932-425-49	2	1283	932-426-17	2	1381	934-012-54	5
974	932-414-43	3	1042	932-415-99	3	1110	932-416-67	3	1178	932-422-81	3	1246	932-425-50	2	1284	932-426-18	2	1382	934-012-55	5
975	932-414-44	3	1043	932-416-02	3	1111	932-416-70	3	1179	932-422-82	3	1247	932-425-51	2	1285	932-426-19	2	1383	934-012-56	5
976	932-414-45	3	1044	932-416-05	3	1112	932-416-73	3	1180	932-422-83	3	1248	932-425-52	2	1286	932-426-20	2	1384	934-012-57	5
977	932-414-46	3	1045	932-416-08	3	1113	932-416-76	3	1181	932-422-84	3	1249	932-425-53	2	1287	932-426-21	2	1385	934-012-58	5
978	932-414-47	3	1046	932-416-11	3	1114	932-416-79	3	1182	932-422-85	3	1250	932-425-54	2	1288	932-426-22	2	1386	934-012-59	5
979	932-414-48	3	1047	932-416-14	3	1115	932-416-82	3	1183	932-422-86	3	1251	932-425-55	2	1289	932-426-23	2	1387	934-012-60	5
980	932-414-49	3	1048	932-416-17	3	1116	932-416-85	3	1184	932-422-87	3	1252	932-425-56	2	1290	932-426-24	2	1388	934-012-61	5
981	932-414-50	3	1049	932-416-20	3	1117	932-416-88	3	1185	932-422-88	3	1253	932-425-57	2	1291	932-426-25	2	1389	934-012-62	5
982	932-414-51	3	1050	932-416-23	3	1118	932-416-91	3	1186	932-422-89	3	1254	932-425-58	2	1292	932-426-26	2	1390	934-012-63	5
983	932-414-52	3	1051	932-416-26	3	1119	932-416-94	3	1187	932-422-90	3	1255	932-425-59	2	1293	932-426-27	2	1391	934-012-64	5
984	932-414-53	3	1052	932-416-29	3	1120	932-416-97	3	1188	932-422-91	3	1256	932-425-60	2	1294	932-426-28	2	1392	934-012-65	5
985	932-414-54	3	1053	932-416-32	3	1121	932-416-100	3	1189	932-422-92	3	1257	932-425-61	2	1295	932-426-29	2	1393	934-012-66	5
986	932-414-55	3	1054	932-416-35	3	1122	932-416-103	3	1190	932-422-93	3	1258	932-425-62	2	1296	932-426-30	2	1394	934-012-67	5
987	932-414-56	3	1055	932-416-38	3	1123	932-416-106	3	1191	932-422-94	3	1259	932-425-63	2	1297	932-426-31	2	1395	934-012-68	5
988	932-414-57	3	1056	932-416-41	3	1124	932-416-109	3	1192	932-422-95	3	1260	932-425-64	2	1298	932-426-32	2	1396	934-012-69	5
989	932-414-58	3	1057	932-416-44	3	1125	932-416-112	3	1193	932-422-96	3	1261	932-425-65	2	1299	932-426-33	2	1397	934-012-70	5
990	932-414-59	3	1058	932-416-47	3	1126	932-416-115	3	1194	932-422-97	3	1262	932-425-66	2	1300	932-426-34	2	1398	934-012-71	5
991	932-414-60	3	1059	932-416-50	3	1127	932-416-118	3	1195	932-422-98	3	1263	932-425-67	2	1301	932-426-35	2	1399	934-012-72	5
992	932-414-61	3	1060	932-416-53	3	1128	932-416-121	3	1196	932-422-99	3	1264	932-425-68	2	1302	932-426-36	2	1400	934-012-73	5
993	932-414-62	3	1061	932-416-56	3	1129	932-416-124	3	1197	932-423-00	3	1265	932-425-69	2	1303	932-426-37	2	1401	934-012-74	5
994	932-414-63	3	1062	932-416-59	3	1130	932-416-127	3	1198	932-423-01	3	1266	932-425-70	2	1304	932-426-38	2	1402	934-012-75	5
995	932-414-64	3	1063	932-416-62	3	1131	932-416-130	3	1199	932-423-02	3	1267	932-425-71	2	1305	932-426-39	2	1403	934-012-76	5
996	932-414-65	3	1064	932-416-65	3	1132	932-416-133	3	1200	932-423-03	3	1268	932-425-72	2	1306	932-426-40	2	1404	934-012-77	5
997	932-414-66	3	1065	932-416-68	3	1133	932-416-136	3	1201	932-423-04	3	1269	932-425-73	2	1307	932-426-41	2	1405	934-012-78	5
998	932-414-67	3	1066	932-416-71	3	1134	932-416-139	3	1202	932-423-05	3	1270	932-425-74	2	1308	932-426-42	2	1406	934-012-79	5
999	932-414-68	3	1067	932-416-74	3	1135	932-416-142	3	1203	932-423-06	3	1271	932-425-75	2	1309	932-426-43	2	1407	934-012-80	5
1000	932-414-69	3	1068	932-416-77	3	1136	932-416-145	3	1204	932-423-07	3	1272	932-425-76	2	1310	932-426-44	2	1408	934-012-81	5
1001	932-414-70	3	1069	932-416-80	3	1137	932-416-148	3	1205	932-423-08	3	1273	932-425-77	2	1311	932-426-45	2	1409	934-012-82	5
1002	932-414-71	3	1070	932-416-83	3	1138	932-416-151	3	1206	932-423-09	3	1274	932-425-78	2	1312	932-426-46	2	1410	934-012-83	5
1003	932-414-72	3	1071	932-416-86	3	1139	932-416-154	3	1207	932-423-10	3	1275	932-425-79	2	1313	932-426-47	2	1411	934-012-84	5
1004	932-414-73	3	1072	932-416-89	3	1140	932-416-157	3	1208	932-423-11	3	1276	932-425-80	2	1314	932-426-48	2	1412	934-012-85	5
1005	932-414-74	3	1073	932-416-92	3	1141	932-416-160	3	1209	932-423-12	3	1277	932-425-81	2	1315	932-426-49	2	1413	934-012-86	5
1006	932-414-75	3	1074	932-416-95	3	1142	932-416-163	3	1210	932-423-13	3	1278	932-425-82	2	1316	932-426-50	2	1414	934-012-87	5
1007	932-414-76	3	1075	932-416-98	3	1143	932-416-166	3	1211	932-423-14	3	1279	932-425-83	2	1317	932-426-51	2	1415	934-012-88	5
1008	932-414-77	3	1076	932-416-101	3	1144	932-416-169	3	1212	932-423-15	3	1280	932-425-84	2	1318	932-426-52	2	1416	934-012-89	5
1009	932-414-78	3</																		

REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 15-2

SHEET 10 OF 11

CITY OF IRVINE
COUNTY OF ORANGE
STATE OF CALIFORNIA

REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET
1429	004-013-02	5	1467	004-013-71	5	1565	004-022-44	5	1633	004-023-12	5	1701	005-421-16	2	1769	005-421-84	2	1837	005-422-52	2
1430	004-013-03	5	1468	004-013-72	5	1566	004-022-45	5	1634	004-023-13	5	1702	005-421-17	2	1770	005-421-85	2	1838	005-422-53	2
1431	004-013-04	5	1469	004-013-73	5	1567	004-022-46	5	1635	004-023-14	5	1703	005-421-18	2	1771	005-421-86	2	1839	005-422-54	2
1432	004-013-05	5	1470	004-013-74	5	1568	004-022-47	5	1636	004-023-15	5	1704	005-421-19	2	1772	005-421-87	2	1840	005-422-55	2
1433	004-013-06	5	1471	004-013-75	5	1569	004-022-48	5	1637	004-023-16	5	1705	005-421-20	2	1773	005-421-88	2	1841	005-422-56	2
1434	004-013-07	5	1472	004-013-76	5	1570	004-022-49	5	1638	004-023-17	5	1706	005-421-21	2	1774	005-421-89	2	1842	005-422-57	2
1435	004-013-08	5	1473	004-013-77	5	1571	004-022-50	5	1639	004-023-18	5	1707	005-421-22	2	1775	005-421-90	2	1843	005-422-58	2
1436	004-013-09	5	1474	004-013-78	5	1572	004-022-51	5	1640	004-023-19	5	1708	005-421-23	2	1776	005-421-91	2	1844	005-422-59	2
1437	004-013-10	5	1475	004-013-79	5	1573	004-022-52	5	1641	004-023-20	5	1709	005-421-24	2	1777	005-421-92	2	1845	005-422-60	2
1438	004-013-11	5	1476	004-013-80	5	1574	004-022-53	5	1642	004-023-21	5	1710	005-421-25	2	1778	005-421-93	2	1846	005-422-61	2
1439	004-013-12	5	1477	004-013-81	5	1575	004-022-54	5	1643	004-023-22	5	1711	005-421-26	2	1779	005-421-94	2	1847	005-422-62	2
1440	004-013-13	5	1478	004-013-82	5	1576	004-022-55	5	1644	004-023-23	5	1712	005-421-27	2	1780	005-421-95	2	1848	005-422-63	2
1441	004-013-14	5	1479	004-013-83	5	1577	004-022-56	5	1645	004-023-24	5	1713	005-421-28	2	1781	005-421-96	2	1849	005-422-64	2
1442	004-013-15	5	1480	004-013-84	5	1578	004-022-57	5	1646	004-023-25	5	1714	005-421-29	2	1782	005-421-97	2	1850	005-422-65	2
1443	004-013-16	5	1481	004-013-85	5	1579	004-022-58	5	1647	004-023-26	5	1715	005-421-30	2	1783	005-421-98	2	1851	005-422-66	2
1444	004-013-17	5	1482	004-013-86	5	1580	004-022-59	5	1648	004-023-27	5	1716	005-421-31	2	1784	005-421-99	2	1852	005-422-67	2
1445	004-013-18	5	1483	004-013-87	5	1581	004-022-60	5	1649	004-023-28	5	1717	005-421-32	2	1785	005-422-00	2	1853	005-422-68	2
1446	004-013-19	5	1484	004-013-88	5	1582	004-022-61	5	1650	004-023-29	5	1718	005-421-33	2	1786	005-422-01	2	1854	005-422-69	2
1447	004-013-20	5	1485	004-013-89	5	1583	004-022-62	5	1651	004-023-30	5	1719	005-421-34	2	1787	005-422-02	2	1855	005-422-70	2
1448	004-013-21	5	1486	004-013-90	5	1584	004-022-63	5	1652	004-023-31	5	1720	005-421-35	2	1788	005-422-03	2	1856	005-422-71	2
1449	004-013-22	5	1487	004-013-91	5	1585	004-022-64	5	1653	004-023-32	5	1721	005-421-36	2	1789	005-422-04	2	1857	005-422-72	2
1450	004-013-23	5	1488	004-013-92	5	1586	004-022-65	5	1654	004-023-33	5	1722	005-421-37	2	1790	005-422-05	2	1858	005-422-73	2
1451	004-013-24	5	1489	004-013-93	5	1587	004-022-66	5	1655	004-023-34	5	1723	005-421-38	2	1791	005-422-06	2	1859	005-422-74	2
1452	004-013-25	5	1490	004-013-94	5	1588	004-022-67	5	1656	004-023-35	5	1724	005-421-39	2	1792	005-422-07	2	1860	005-422-75	2
1453	004-013-26	5	1491	004-013-95	5	1589	004-022-68	5	1657	004-023-36	5	1725	005-421-40	2	1793	005-422-08	2	1861	005-422-76	2
1454	004-013-27	5	1492	004-022-01	5	1590	004-022-69	5	1658	004-023-37	5	1726	005-421-41	2	1794	005-422-09	2	1862	005-422-77	2
1455	004-013-28	5	1493	004-022-02	5	1591	004-022-70	5	1659	004-023-38	5	1727	005-421-42	2	1795	005-422-10	2	1863	005-422-78	2
1456	004-013-29	5	1494	004-022-03	5	1592	004-022-71	5	1660	004-023-39	5	1728	005-421-43	2	1796	005-422-11	2	1864	005-422-79	2
1457	004-013-30	5	1495	004-022-04	5	1593	004-022-72	5	1661	004-023-40	5	1729	005-421-44	2	1797	005-422-12	2	1865	005-422-80	2
1458	004-013-31	5	1496	004-022-05	5	1594	004-022-73	5	1662	004-023-41	5	1730	005-421-45	2	1798	005-422-13	2	1866	005-422-81	2
1459	004-013-32	5	1497	004-022-06	5	1595	004-022-74	5	1663	004-023-42	5	1731	005-421-46	2	1799	005-422-14	2	1867	005-422-82	2
1460	004-013-33	5	1498	004-022-07	5	1596	004-022-75	5	1664	004-023-43	5	1732	005-421-47	2	1800	005-422-15	2	1868	005-422-83	2
1461	004-013-34	5	1499	004-022-08	5	1597	004-022-76	5	1665	004-023-44	5	1733	005-421-48	2	1801	005-422-16	2	1869	005-422-84	2
1462	004-013-35	5	1500	004-022-09	5	1598	004-022-77	5	1666	004-023-45	5	1734	005-421-49	2	1802	005-422-17	2	1870	005-422-85	2
1463	004-013-36	5	1501	004-022-10	5	1599	004-022-78	5	1667	004-023-46	5	1735	005-421-50	2	1803	005-422-18	2	1871	005-422-86	2
1464	004-013-37	5	1502	004-022-11	5	1600	004-023-47	5	1668	004-023-47	5	1736	005-421-51	2	1804	005-422-19	2	1872	005-423-20	2
1465	004-013-38	5	1503	004-022-12	5	1601	004-023-48	5	1669	004-023-48	5	1737	005-421-52	2	1805	005-422-20	2	1873	005-423-21	2
1466	004-013-39	5	1504	004-022-13	5	1602	004-023-49	5	1670	004-023-49	5	1738	005-421-53	2	1806	005-422-21	2	1874	005-423-22	2
1467	004-013-40	5	1505	004-022-14	5	1603	004-023-50	5	1671	004-023-50	5	1739	005-421-54	2	1807	005-422-22	2	1875	005-423-23	2
1468	004-013-41	5	1506	004-022-15	5	1604	004-023-51	5	1672	004-023-51	5	1740	005-421-55	2	1808	005-422-23	2	1876	005-423-24	2
1469	004-013-42	5	1507	004-022-16	5	1605	004-023-52	5	1673	004-023-52	5	1741	005-421-56	2	1809	005-422-24	2	1877	005-423-25	2
1470	004-013-43	5	1508	004-022-17	5	1606	004-023-53	5	1674	004-023-53	5	1742	005-421-57	2	1810	005-422-25	2	1878	005-423-26	2
1471	004-013-44	5	1509	004-022-18	5	1607	004-023-54	5	1675	004-023-54	5	1743	005-421-58	2	1811	005-422-26	2	1879	005-423-27	2
1472	004-013-45	5	1510	004-022-19	5	1608	004-023-55	5	1676	004-023-55	5	1744	005-421-59	2	1812	005-422-27	2	1880	005-423-28	2
1473	004-013-46	5	1511	004-022-20	5	1609	004-023-56	5	1677	004-023-56	5	1745	005-421-60	2	1813	005-422-28	2	1881	005-423-29	2
1474	004-013-47	5	1512	004-022-21	5	1610	004-023-57	5	1678	004-023-57	5	1746	005-421-61	2	1814	005-422-29	2	1882	005-423-30	2
1475	004-013-48	5	1513	004-022-22	5	1611	004-023-58	5	1679	004-023-58	5	1747	005-421-62	2	1815	005-422-30	2	1883	005-423-31	2
1476	004-013-49	5	1514	004-022-23	5	1612	004-023-59	5	1680	004-023-59	5	1748	005-421-63	2	1816	005-422-31	2	1884	005-423-32	2
1477	004-013-50	5	1515	004-022-24	5	1613	004-023-60	5	1681	004-023-60	5	1749	005-421-64	2	1817	005-422-32	2	1885	005-423-33	2
1478	004-013-51	5	1516	004-022-25	5	1614	004-023-61	5	1682	004-023-61	5	1750	005-421-65	2	1818	005-422-33	2	1886	005-423-34	2
1479	004-013-52	5	1517	004-022-26	5	1615	004-023-62	5	1683	004-023-62	5	1751	005-421-66	2	1819	005-422-34	2	1887	005-423-35	2
1480	004-013-53	5	1518	004-022-27	5	1616	004-023-63	5	1684	004-023-63	5	1752	005-421-67	2	1820	005-422-35	2	1888	005-423-36	2
1481	004-013-54	5	1519	004-022-28	5	1617	004-023-64	5	1685	004-023-64	5	1753	005-421-68	2	1821	005-422-36	2	1889	005-423-37	2
1482	004-013-55	5	1520	004-022-29	5	1618	004-023-65	5	1686	005-421-61	2	1754	005-421-69	2	1822	005-422-37	2	1890	005-423-38	2
1483	004-013-56	5	1521	004-022-30	5	1619	004-023-66	5	1687	005-421-62	2	1755	005-421-70	2	1823	005-422-38	2	1891	005-423-39	2
1484	004-013-57	5	1522	004-022-31	5	1620	004-023-67	5												

REASSESSMENT DIAGRAM OF REASSESSMENT DISTRICT NO. 15-2

CITY OF IRVINE
 COUNTY OF ORANGE
 STATE OF CALIFORNIA

REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET	REASSESSMENT NUMBER	ASSESSOR'S PARCEL NUMBER	SHEET
1905	035-423-53	2	1973	035-464-31	2	2041	035-464-69	2	2100	035-465-67	2									
1906	035-423-54	2	1974	035-464-32	2	2042	035-465-00	2	2110	035-465-68	2									
1907	035-423-55	2	1975	035-464-33	2	2043	035-465-01	2												
1908	035-423-56	2	1976	035-464-34	2	2044	035-465-02	2												
1909	035-423-57	2	1977	035-464-35	2	2045	035-465-03	2												
1910	035-423-58	2	1978	035-464-36	2	2046	035-465-04	2												
1911	035-423-59	2	1979	035-464-37	2	2047	035-465-05	2												
1912	035-423-60	2	1980	035-464-38	2	2048	035-465-06	2												
1913	035-423-61	2	1981	035-464-39	2	2049	035-465-07	2												
1914	035-423-62	2	1982	035-464-40	2	2050	035-465-08	2												
1915	035-423-63	2	1983	035-464-41	2	2051	035-465-09	2												
1916	035-423-64	2	1984	035-464-42	2	2052	035-465-10	2												
1917	035-423-65	2	1985	035-464-43	2	2053	035-465-11	2												
1918	035-423-66	2	1986	035-464-44	2	2054	035-465-12	2												
1919	035-423-67	2	1987	035-464-45	2	2055	035-465-13	2												
1920	035-423-68	2	1988	035-464-46	2	2056	035-465-14	2												
1921	035-423-69	2	1989	035-464-47	2	2057	035-465-15	2												
1922	035-423-70	2	1990	035-464-48	2	2058	035-465-16	2												
1923	035-423-71	2	1991	035-464-49	2	2059	035-465-17	2												
1924	035-423-72	2	1992	035-464-50	2	2060	035-465-18	2												
1925	035-423-73	2	1993	035-464-51	2	2061	035-465-19	2												
1926	035-423-74	2	1994	035-464-52	2	2062	035-465-20	2												
1927	035-423-75	2	1995	035-464-53	2	2063	035-465-21	2												
1928	035-423-76	2	1996	035-464-54	2	2064	035-465-22	2												
1929	035-423-77	2	1997	035-464-55	2	2065	035-465-23	2												
1930	035-423-78	2	1998	035-464-56	2	2066	035-465-24	2												
1931	035-423-79	2	1999	035-464-57	2	2067	035-465-25	2												
1932	035-423-80	2	2000	035-464-58	2	2068	035-465-26	2												
1933	035-423-81	2	2001	035-464-59	2	2069	035-465-27	2												
1934	035-423-82	2	2002	035-464-60	2	2070	035-465-28	2												
1935	035-423-83	2	2003	035-464-61	2	2071	035-465-29	2												
1936	035-423-84	2	2004	035-464-62	2	2072	035-465-30	2												
1937	035-423-85	2	2005	035-464-63	2	2073	035-465-31	2												
1938	035-423-86	2	2006	035-464-64	2	2074	035-465-32	2												
1939	035-423-87	2	2007	035-464-65	2	2075	035-465-33	2												
1940	035-423-88	2	2008	035-464-66	2	2076	035-465-34	2												
1941	035-423-89	2	2009	035-464-67	2	2077	035-465-35	2												
1942	035-423-90	2	2010	035-464-68	2	2078	035-465-36	2												
1943	035-464-01	2	2011	035-464-69	2	2079	035-465-37	2												
1944	035-464-02	2	2012	035-464-70	2	2080	035-465-38	2												
1945	035-464-03	2	2013	035-464-71	2	2081	035-465-39	2												
1946	035-464-04	2	2014	035-464-72	2	2082	035-465-40	2												
1947	035-464-05	2	2015	035-464-73	2	2083	035-465-41	2												
1948	035-464-06	2	2016	035-464-74	2	2084	035-465-42	2												
1949	035-464-07	2	2017	035-464-75	2	2085	035-465-43	2												
1950	035-464-08	2	2018	035-464-76	2	2086	035-465-44	2												
1951	035-464-09	2	2019	035-464-77	2	2087	035-465-45	2												
1952	035-464-10	2	2020	035-464-78	2	2088	035-465-46	2												
1953	035-464-11	2	2021	035-464-79	2	2089	035-465-47	2												
1954	035-464-12	2	2022	035-464-80	2	2090	035-465-48	2												
1955	035-464-13	2	2023	035-464-81	2	2091	035-465-49	2												
1956	035-464-14	2	2024	035-464-82	2	2092	035-465-50	2												
1957	035-464-15	2	2025	035-464-83	2	2093	035-465-51	2												
1958	035-464-16	2	2026	035-464-84	2	2094	035-465-52	2												
1959	035-464-17	2	2027	035-464-85	2	2095	035-465-53	2												
1960	035-464-18	2	2028	035-464-86	2	2096	035-465-54	2												
1961	035-464-19	2	2029	035-464-87	2	2097	035-465-55	2												
1962	035-464-20	2	2030	035-464-88	2	2098	035-465-56	2												
1963	035-464-21	2	2031	035-464-89	2	2099	035-465-57	2												
1964	035-464-22	2	2032	035-464-90	2	2100	035-465-58	2												
1965	035-464-23	2	2033	035-464-91	2	2101	035-465-59	2												
1966	035-464-24	2	2034	035-464-92	2	2102	035-465-60	2												
1967	035-464-25	2	2035	035-464-93	2	2103	035-465-61	2												
1968	035-464-26	2	2036	035-464-94	2	2104	035-465-62	2												
1969	035-464-27	2	2037	035-464-95	2	2105	035-465-63	2												
1970	035-464-28	2	2038	035-464-96	2	2106	035-465-64	2												
1971	035-464-29	2	2039	035-464-97	2	2107	035-465-65	2												
1972	035-464-30	2	2040	035-464-98	2	2108	035-465-66	2												

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APPENDIX G
SUMMARY REASSESSMENT REPORT

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City of Irvine

Reassessment District No. 15-2

REASSESSMENT REPORT

July 14, 2015

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Temecula, CA 92590
T 951.587.3500 | 800.755.6864
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www.willdan.com/financial



CITY OF IRVINE
Reassessment District No. 15-2

REASSESSMENT REPORT
Division 11.5, Streets & Highways Code of the State of California

<u>ITEM</u>	<u>PAGE NO</u>
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CITY OF IRVINE Reassessment District No. 15-2

Overview

The City of Irvine, Reassessment District No. 15-2 consists of five fixed rate districts consolidated into one fixed rate Reassessment District. The underlying districts AD 07-22 Group 1, AD 07-22 Group 2, AD 07-22 Group 3 RAD 04-20 Group 2 and AD 10-23 Series A are shown in summary and individually within the Reassessment District No. 15-2 Reassessment Report.

CITY OF IRVINE
Reassessment District No. 15-2
Reassessment

WHEREAS, on July 14, 2015, the City Council of the City of Irvine, California, pursuant to the provisions of the Refunding Act of 1984 for 1915 Improvement Act Bonds (the "Act"), adopted its Resolution of Intention No. 15-XX for the Reassessment of the real property within the boundaries of the City's Reassessment District No. 15-2 (the "District") and for the refunding of the outstanding principal amounts of certain improvement bonds (the "Prior Bonds") of the City, all as more particularly described in the Resolution of Intention, and to pay the costs of said reassessment refunding; and

WHEREAS, said Resolution directed the undersigned to make and file a report presenting a schedule setting forth the unpaid principal and interest of the Prior Bonds to be refunded and the total amounts thereof, the total estimated principal amount of the reassessment and of the refunding bonds and the maximum interest thereon, together with an estimate of the cost of the reassessment and of issuing the refunding bonds, the auditor's record showing the schedule of principal installments and interest on all unpaid original assessments and the total amounts thereof, the estimated amount of each reassessment, identified by reassessment number corresponding to the reassessment number of the reassessment diagram, together with a proposed auditor's record for the reassessment, and reassessment diagram showing the assessment district and the boundaries and dimensions of the subdivisions of land within the district. Each subdivision, including each separate condominium interest as defined in Section 783 of the Civil Code, shall be given a separate number upon the diagram to which Resolution reference is hereby made for further particulars;

NOW THEREFORE, the undersigned, by virtue of the power vested in me under the Act and the order of the Council of said City, hereby makes the following assessment to cover the portion of the estimated cost of said acquisitions, work and improvements and the costs and expenses incidental thereto to be paid by the assessment district.

The amount to be paid for said refunding, together with the expenses incidental thereto, and the reassessment balance are set forth herein.

And I do hereby reassess and apportion said portion of said total amount of the cost and expenses of said reassessment and refunding upon the several lots, pieces or parcels or portions of lots or subdivisions of land liable therefore and benefited thereby, and hereinafter numbered to correspond with the numbers upon the attached diagram, upon each, severally and respectively, in accordance with the benefits to be received by such subdivisions, respectively, from the acquisitions and improvements, and more particularly set forth in the list hereto attached and by reference made a part hereof.

CITY OF IRVINE
Reassessment District No. 15-2

As required by the Act, a diagram is hereto attached showing the reassessment district and also the boundaries and dimensions of the respective subdivisions of land within said reassessment district as the same existed at the time of the passage of the Resolution of Intention, each of which subdivisions having been given a separate number upon said diagram.

Said reassessment is made upon the several subdivisions of land within said assessment district in proportion to the scheduled unpaid principal amount of the original assessment recorded as a lien against each said subdivision of land. Delinquent assessment installments are not included. The diagram and reassessment numbers appearing herein are the diagram numbers appearing on said diagram, to which reference is hereby made for a more particular description of said property.

Each subdivision of land reassessed is described in the reassessment list by reference to its parcel number as shown on the Assessor's Maps of the County of Orange for the fiscal year 2014-2015 and includes all of such parcels. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of said County.

Notice is hereby given that serial refunding bonds to represent unpaid reassessments and bearing interest at the rate of not to exceed twelve percent (12%) per annum, or such higher rate of interest as may be authorized by applicable law at the time of sale of such bonds, will be issued thereunder in the manner provided by Chapter 3 of Division 11.5 of the Streets and Highways Code, the Refunding Act of 1984 for 1915 Improvement Act Bonds, and the last installment of such refunding bonds shall mature on September 2, 2042.

Dated as of _____, 2015

Willdan Financial Services

By _____
Mark Risco
President and CEO

**CITY OF IRVINE
Reassessment District No. 15-2**

Cost Estimate

**City of Irvine
Reassessment District No. 15-2
Summary**

Estimated Schedule of Sources and Uses

Dated Date: 07/29/15
Delivery Date: 07/29/15

SOURCES:

Bond Proceeds			
Par Amount	\$	53,120,000.00	
Net Premium		<u>2,621,467.25</u>	
	\$	<u>55,741,467.25</u>	
Other Sources of Funds			
Debt Service Reserve Fund	\$	4,696,000.00	
FY15 Levy Funds Available		<u>3,095,286.00</u>	
	\$	<u>7,791,286.00</u>	
TOTAL SOURCES			\$ 63,532,753.25

USES:

Refunding Escrow Deposits			
Cash Deposit	\$	59,641,256.00	
Other Fund Deposits			
Debt Service Reserve Fund	\$	3,127,125.00	
Delivery Date Expenses			
Cost of Issuance	\$	389,839.90	
Underwriter's Discount		<u>371,840.00</u>	
	\$	<u>761,679.90</u>	
Other Uses of Funds			
Additional Proceeds	\$	2,692.35	
TOTAL USES			\$ 63,532,753.25

**City of Irvine
Reassessment District No. 15-2
Refunding RAD 04-20 Group 2**

Estimated Schedule of Sources and Uses

Dated Date: 07/29/15
Delivery Date: 07/29/15

SOURCES:

Bond Proceeds		
Par Amount	\$	7,045,000.00
Premium		258,949.15
		<u>7,303,949.15</u>
Other Sources of Funds		
Debt Service Reserve Fund	\$	496,000.00
FY15 Levy Funds Available		314,035.25
		<u>810,035.25</u>

TOTAL SOURCES **\$ 8,113,984.40**

USES:

Refunding Escrow Deposits		
Cash Deposit	\$	7,575,535.25
Other Fund Deposits		
Debt Service Reserve Fund	\$	435,000.00
Delivery Date Expenses		
Cost of Issuance	\$	51,702.22
Underwriter's Discount		49,315.00
		<u>101,017.22</u>
Other Uses of Funds		
Additional Proceeds	\$	2,431.93

TOTAL USES **\$ 8,113,984.40**

**City of Irvine
Reassessment District No. 15-2
Refunding AD 07-22 Group 1**

Estimated Schedule of Sources and Uses

Dated Date: 07/29/15
Delivery Date: 07/29/15

SOURCES:

Bond Proceeds		
Par Amount	\$	16,860,000.00
Premium		1,044,793.65
		\$ 17,904,793.65

Other Sources of Funds		
Debt Service Reserve Fund	\$	1,612,000.00
FY15 Levy Funds Available		1,150,553.50
		\$ 2,762,553.50

TOTAL SOURCES **\$ 20,667,347.15**

USES:

Refunding Escrow Deposits		
Cash Deposit	\$	19,438,203.50

Other Fund Deposits		
Debt Service Reserve Fund	\$	985,116.17

Delivery Date Expenses		
Cost of Issuance	\$	123,733.07
Underwriter's Discount		118,020.00
		\$ 241,753.07

Other Uses of Funds		
Additional Proceeds	\$	2,274.41

TOTAL USES **\$ 20,667,347.15**

City of Irvine
Reassessment District No. 15-2
Refunding AD 07-22 Group 2

Estimated Schedule of Sources and Uses

Dated Date: 07/29/15
 Delivery Date: 07/29/15

SOURCES:

Bond Proceeds		
Par Amount	\$	2,560,000.00
Premium		158,694.05
		<u>2,718,694.05</u>
Other Sources of Funds		
Debt Service Reserve Fund	\$	270,000.00
FY15 Levy Funds Available		180,354.50
		<u>450,354.50</u>

TOTAL SOURCES **\$ 3,169,048.55**

USES:

Refunding Escrow Deposits		
Cash Deposit	\$	2,987,104.50
Other Fund Deposits		
Debt Service Reserve Fund	\$	149,578.73
Delivery Date Expenses		
Cost of Issuance	\$	18,787.47
Underwriter's Discount		17,920.00
		<u>36,707.47</u>
Other Uses of Funds		
Additional Proceeds	\$	(4,342.15)

TOTAL USES **\$ 3,169,048.55**

City of Irvine
Reassessment District No. 15-2
Refunding AD 07-22 Group 3

Estimated Schedule of Sources and Uses

Dated Date: 07/29/15
 Delivery Date: 07/29/15

SOURCES:

Bond Proceeds			
Par Amount	\$	5,345,000.00	
Premium		331,297.45	
		5,676,297.45	
Other Sources of Funds			
Debt Service Reserve Fund	\$	492,000.00	
FY15 Levy Funds Available		359,396.50	
		851,396.50	

TOTAL SOURCES **\$ 6,527,693.95**

USES:

Refunding Escrow Deposits			
Cash Deposit	\$	6,137,696.50	
Other Fund Deposits			
Debt Service Reserve Fund	\$	312,304.03	
Delivery Date Expenses			
Cost of Issuance	\$	39,226.17	
Underwriter's Discount		37,415.00	
		76,641.17	
Other Uses of Funds			
Additional Proceeds	\$	1,052.25	

TOTAL USES **\$ 6,527,693.95**

**City of Irvine
 Reassessment District No. 15-2
 Refunding AD 10-23 Series A**

Estimated Schedule of Sources and Uses

Dated Date: 07/29/15
 Delivery Date: 07/29/15

SOURCES:

Bond Proceeds		
Par Amount	\$	21,310,000.00
Premium		<u>827,732.95</u>
	\$	<u>22,137,732.95</u>
Other Sources of Funds		
Debt Service Reserve Fund	\$	1,826,000.00
FY15 Levy Funds Available		<u>1,090,946.25</u>
	\$	<u>2,916,946.25</u>

TOTAL SOURCES **\$ 25,054,679.20**

USES:

Refunding Escrow Deposits		
Cash Deposit	\$	23,502,716.25
Other Fund Deposits		
Debt Service Reserve Fund	\$	1,245,126.07
Delivery Date Expenses		
Cost of Issuance	\$	156,390.97
Underwriter's Discount		<u>149,170.00</u>
	\$	<u>305,560.97</u>
Other Uses of Funds		
Additional Proceeds	\$	1,275.91

TOTAL USES **\$ 25,054,679.20**

**CITY OF IRVINE
Reassessment District No. 15-2**

District Debt Service Schedules

City of Irvine
Reassessment District No. 15-2
Summary of Refunded Bonds' Debt Service Schedule

Total Interest	\$46,097,681.10
Total Principal	<u>54,899,000.00</u>
Total Debt Service	\$100,996,681.10

Payment Due	Principal Due	Interest Rate	Interest Due	Semi-Annual Payment	Total Annual Payment
March 2, 2016			\$1,563,471.95	\$1,563,471.95	
September 2, 2016	\$1,555,000.00	N/A	1,563,471.95	3,118,471.95	\$4,681,943.90
March 2, 2017			1,535,532.95	1,535,532.95	
September 2, 2017	1,614,000.00	N/A	1,535,532.95	3,149,532.95	4,685,065.90
March 2, 2018			1,504,034.25	1,504,034.25	
September 2, 2018	1,676,000.00	N/A	1,504,034.25	3,180,034.25	4,684,068.50
March 2, 2019			1,469,154.65	1,469,154.65	
September 2, 2019	1,748,000.00	N/A	1,469,154.65	3,217,154.65	4,686,309.30
March 2, 2020			1,430,573.85	1,430,573.85	
September 2, 2020	1,825,000.00	N/A	1,430,573.85	3,255,573.85	4,686,147.70
March 2, 2021			1,388,176.10	1,388,176.10	
September 2, 2021	1,912,000.00	N/A	1,388,176.10	3,300,176.10	4,688,352.20
March 2, 2022			1,341,597.90	1,341,597.90	
September 2, 2022	1,999,000.00	N/A	1,341,597.90	3,340,597.90	4,682,195.80
March 2, 2023			1,291,339.05	1,291,339.05	
September 2, 2023	2,105,000.00	N/A	1,291,339.05	3,396,339.05	4,687,678.10
March 2, 2024			1,237,032.55	1,237,032.55	
September 2, 2024	2,211,000.00	N/A	1,237,032.55	3,448,032.55	4,685,065.10
March 2, 2025			1,178,473.00	1,178,473.00	
September 2, 2025	2,326,000.00	N/A	1,178,473.00	3,504,473.00	4,682,946.00
March 2, 2026			1,115,461.20	1,115,461.20	
September 2, 2026	2,457,000.00	N/A	1,115,461.20	3,572,461.20	4,687,922.40
March 2, 2027			1,047,709.75	1,047,709.75	
September 2, 2027	2,586,000.00	N/A	1,047,709.75	3,633,709.75	4,681,419.50
March 2, 2028			975,179.10	975,179.10	
September 2, 2028	2,735,000.00	N/A	975,179.10	3,710,179.10	4,685,358.20
March 2, 2029			897,194.85	897,194.85	
September 2, 2029	2,889,000.00	N/A	897,194.85	3,786,194.85	4,683,389.70
March 2, 2030			813,854.75	813,854.75	
September 2, 2030	3,057,000.00	N/A	813,854.75	3,870,854.75	4,684,709.50
March 2, 2031			724,327.70	724,327.70	
September 2, 2031	3,235,000.00	N/A	724,327.70	3,959,327.70	4,683,655.40
March 2, 2032			627,578.70	627,578.70	
September 2, 2032	3,432,000.00	N/A	627,578.70	4,059,578.70	4,687,157.40
March 2, 2033			523,632.75	523,632.75	
September 2, 2033	1,269,000.00	N/A	523,632.75	1,792,632.75	2,316,265.50
March 2, 2034			480,803.50	480,803.50	
September 2, 2034	1,354,000.00	N/A	480,803.50	1,834,803.50	2,315,607.00
March 2, 2035			435,066.75	435,066.75	
September 2, 2035	1,449,000.00	N/A	435,066.75	1,884,066.75	2,319,133.50
March 2, 2036			386,108.75	386,108.75	
September 2, 2036	1,544,000.00	N/A	386,108.75	1,930,108.75	2,316,217.50
March 2, 2037			333,885.75	333,885.75	
September 2, 2037	1,652,000.00	N/A	333,885.75	1,985,885.75	2,319,771.50
March 2, 2038			277,850.75	277,850.75	
September 2, 2038	1,764,000.00	N/A	277,850.75	2,041,850.75	2,319,701.50
March 2, 2039			217,979.75	217,979.75	
September 2, 2039	1,881,000.00	N/A	217,979.75	2,098,979.75	2,316,959.50
March 2, 2040			154,094.00	154,094.00	
September 2, 2040	2,007,000.00	N/A	154,094.00	2,161,094.00	2,315,188.00
March 2, 2041			85,871.75	85,871.75	
September 2, 2041	2,147,000.00	N/A	85,871.75	2,232,871.75	2,318,743.50
March 2, 2042			12,854.50	12,854.50	
September 2, 2042	470,000.00	N/A	12,854.50	482,854.50	495,709.00
Total	\$54,899,000.00		\$46,097,681.10	\$100,996,681.10	\$100,996,681.10

**City of Irvine
Reassessment District No. 15-2
Refunding Bonds' Debt Service Schedule**

Dated Date:	July 29, 2015	Total Interest	\$35,729,134.17
Issue Date:	July 29, 2015	Total Principal	53,120,000.00
First Maturity:	September 2, 2016	Total Debt Service	<u>\$88,849,134.17</u>
Last Maturity:	September 2, 2042		
First Coupon:	March 2, 2016		

Payment Due	Principal Due	Interest Rate	Interest Due	Semi-Annual Payment	Total Annual Payment
March 2, 2016			\$1,514,134.17	\$1,514,134.17	
September 2, 2016	\$1,360,000.00	3.000%	1,279,550.00	2,639,550.00	\$4,153,684.17
March 2, 2017			1,259,150.00	1,259,150.00	
September 2, 2017	1,640,000.00	4.000%	1,259,150.00	2,899,150.00	4,158,300.00
March 2, 2018			1,226,350.00	1,226,350.00	
September 2, 2018	1,700,000.00	4.000%	1,226,350.00	2,926,350.00	4,152,700.00
March 2, 2019			1,192,350.00	1,192,350.00	
September 2, 2019	1,780,000.00	4.000%	1,192,350.00	2,972,350.00	4,164,700.00
March 2, 2020			1,156,750.00	1,156,750.00	
September 2, 2020	1,850,000.00	4.000%	1,156,750.00	3,006,750.00	4,163,500.00
March 2, 2021			1,119,750.00	1,119,750.00	
September 2, 2021	1,930,000.00	5.000%	1,119,750.00	3,049,750.00	4,169,500.00
March 2, 2022			1,071,500.00	1,071,500.00	
September 2, 2022	2,010,000.00	5.000%	1,071,500.00	3,081,500.00	4,153,000.00
March 2, 2023			1,021,250.00	1,021,250.00	
September 2, 2023	2,110,000.00	5.000%	1,021,250.00	3,131,250.00	4,152,500.00
March 2, 2024			968,500.00	968,500.00	
September 2, 2024	2,220,000.00	5.000%	968,500.00	3,188,500.00	4,157,000.00
March 2, 2025			913,000.00	913,000.00	
September 2, 2025	2,335,000.00	5.000%	913,000.00	3,248,000.00	4,161,000.00
March 2, 2026			854,625.00	854,625.00	
September 2, 2026	2,450,000.00	5.000%	854,625.00	3,304,625.00	4,159,250.00
March 2, 2027			793,375.00	793,375.00	
September 2, 2027	2,565,000.00	5.000%	793,375.00	3,358,375.00	4,151,750.00
March 2, 2028			729,250.00	729,250.00	
September 2, 2028	2,700,000.00	5.000%	729,250.00	3,429,250.00	4,158,500.00
March 2, 2029			661,750.00	661,750.00	
September 2, 2029	2,830,000.00	5.000%	661,750.00	3,491,750.00	4,153,500.00
March 2, 2030			591,000.00	591,000.00	
September 2, 2030	2,970,000.00	5.000%	591,000.00	3,561,000.00	4,152,000.00
March 2, 2031			516,750.00	516,750.00	
September 2, 2031	3,115,000.00	5.000%	516,750.00	3,631,750.00	4,148,500.00
March 2, 2032			438,875.00	438,875.00	
September 2, 2032	3,285,000.00	5.000%	438,875.00	3,723,875.00	4,162,750.00
March 2, 2033			356,750.00	356,750.00	
September 2, 2033	1,250,000.00	5.000%	356,750.00	1,606,750.00	1,963,500.00
March 2, 2034			325,500.00	325,500.00	
September 2, 2034	1,315,000.00	5.000%	325,500.00	1,640,500.00	1,966,000.00
March 2, 2035			292,625.00	292,625.00	
September 2, 2035	1,385,000.00	5.000%	292,625.00	1,677,625.00	1,970,250.00
March 2, 2036			258,000.00	258,000.00	
September 2, 2036	1,445,000.00	5.000%	258,000.00	1,703,000.00	1,961,000.00
March 2, 2037			221,875.00	221,875.00	
September 2, 2037	1,525,000.00	5.000%	221,875.00	1,746,875.00	1,968,750.00
March 2, 2038			183,750.00	183,750.00	
September 2, 2038	1,600,000.00	5.000%	183,750.00	1,783,750.00	1,967,500.00
March 2, 2039			143,750.00	143,750.00	
September 2, 2039	1,675,000.00	5.000%	143,750.00	1,818,750.00	1,962,500.00
March 2, 2040			101,875.00	101,875.00	
September 2, 2040	1,760,000.00	5.000%	101,875.00	1,861,875.00	1,963,750.00
March 2, 2041			57,875.00	57,875.00	
September 2, 2041	1,855,000.00	5.000%	57,875.00	1,912,875.00	1,970,750.00
March 2, 2042			11,500.00	11,500.00	
September 2, 2042	460,000.00	5.000%	11,500.00	471,500.00	483,000.00
Total	\$53,120,000.00		\$35,729,134.17	\$88,849,134.17	\$88,849,134.17

**City of Irvine
Reassessment District No. 15-2
Refunded vs. Refunding Bonds**

Payment Due	Existing Payment	Proposed Payment	Total Savings
2016	4,681,943.90	4,153,684.17	528,259.73
2017	4,685,065.90	4,158,300.00	526,765.90
2018	4,684,068.50	4,152,700.00	531,368.50
2019	4,686,309.30	4,164,700.00	521,609.30
2020	4,686,147.70	4,163,500.00	522,647.70
2021	4,688,352.20	4,169,500.00	518,852.20
2022	4,682,195.80	4,153,000.00	529,195.80
2023	4,687,678.10	4,152,500.00	535,178.10
2024	4,685,065.10	4,157,000.00	528,065.10
2025	4,682,946.00	4,161,000.00	521,946.00
2026	4,687,922.40	4,159,250.00	528,672.40
2027	4,681,419.50	4,151,750.00	529,669.50
2028	4,685,358.20	4,158,500.00	526,858.20
2029	4,683,389.70	4,153,500.00	529,889.70
2030	4,684,709.50	4,152,000.00	532,709.50
2031	4,683,655.40	4,148,500.00	535,155.40
2032	4,687,157.40	4,162,750.00	524,407.40
2033	2,316,265.50	1,963,500.00	352,765.50
2034	2,315,607.00	1,966,000.00	349,607.00
2035	2,319,133.50	1,970,250.00	348,883.50
2036	2,316,217.50	1,961,000.00	355,217.50
2037	2,319,771.50	1,968,750.00	351,021.50
2038	2,319,701.50	1,967,500.00	352,201.50
2039	2,316,959.50	1,962,500.00	354,459.50
2040	2,315,188.00	1,963,750.00	351,438.00
2041	2,318,743.50	1,970,750.00	347,993.50
2042	495,709.00	483,000.00	12,709.00
Totals:	\$100,996,681.10	\$88,849,134.17	\$12,147,546.93

**City of Irvine
Reassessment District No. 15-2
Refunding RAD 04-20 Group 2
Refunded Bonds' Debt Service Schedule**

Dated Date:	May 9, 2012		
Issue Date:	May 9, 2012	Total Interest	\$6,296,099.00
First Maturity:	September 2, 2013	Total Principal	7,050,000.00
Last Maturity:	September 2, 2042	Total Debt Service	\$13,346,099.00
First Coupon:	September 2, 2012		

Payment Due	Principal Due	Interest Rate	Interest Due	Semi-Annual Payment	Total Annual Payment
March 2, 2016			\$177,192.50	\$177,192.50	
September 2, 2016	\$140,000.00	3.0100%	177,192.50	317,192.50	\$494,385.00
March 2, 2017			175,085.50	175,085.50	
September 2, 2017	145,000.00	3.1800%	175,085.50	320,085.50	495,171.00
March 2, 2018			172,780.00	172,780.00	
September 2, 2018	150,000.00	3.3900%	172,780.00	322,780.00	495,560.00
March 2, 2019			170,237.50	170,237.50	
September 2, 2019	155,000.00	3.6100%	170,237.50	325,237.50	495,475.00
March 2, 2020			167,439.75	167,439.75	
September 2, 2020	160,000.00	3.8300%	167,439.75	327,439.75	494,879.50
March 2, 2021			164,375.75	164,375.75	
September 2, 2021	165,000.00	4.1100%	164,375.75	329,375.75	493,751.50
March 2, 2022			160,985.00	160,985.00	
September 2, 2022	170,000.00	4.2700%	160,985.00	330,985.00	491,970.00
March 2, 2023			157,355.50	157,355.50	
September 2, 2023	180,000.00	4.4200%	157,355.50	337,355.50	494,711.00
March 2, 2024			153,377.50	153,377.50	
September 2, 2024	190,000.00	4.5600%	153,377.50	343,377.50	496,755.00
March 2, 2025			149,045.50	149,045.50	
September 2, 2025	195,000.00	4.7000%	149,045.50	344,045.50	493,091.00
March 2, 2026			144,463.00	144,463.00	
September 2, 2026	205,000.00	4.8300%	144,463.00	349,463.00	493,926.00
March 2, 2027			139,512.25	139,512.25	
September 2, 2027	215,000.00	4.9200%	139,512.25	354,512.25	494,024.50
March 2, 2028			134,223.25	134,223.25	
September 2, 2028	225,000.00	5.0100%	134,223.25	359,223.25	493,446.50
March 2, 2029			128,587.00	128,587.00	
September 2, 2029	235,000.00	5.0900%	128,587.00	363,587.00	492,174.00
March 2, 2030			122,606.25	122,606.25	
September 2, 2030	250,000.00	5.1600%	122,606.25	372,606.25	495,212.50
March 2, 2031			116,156.25	116,156.25	
September 2, 2031	260,000.00	5.4000%	116,156.25	376,156.25	492,312.50
March 2, 2032			109,136.25	109,136.25	
September 2, 2032	275,000.00	5.4000%	109,136.25	384,136.25	493,272.50
March 2, 2033			101,711.25	101,711.25	
September 2, 2033	290,000.00	5.4000%	101,711.25	391,711.25	493,422.50
March 2, 2034			93,881.25	93,881.25	
September 2, 2034	305,000.00	5.4000%	93,881.25	398,881.25	492,762.50
March 2, 2035			85,646.25	85,646.25	
September 2, 2035	325,000.00	5.4000%	85,646.25	410,646.25	496,292.50
March 2, 2036			76,871.25	76,871.25	
September 2, 2036	340,000.00	5.4000%	76,871.25	416,871.25	493,742.50
March 2, 2037			67,691.25	67,691.25	
September 2, 2037	360,000.00	5.4700%	67,691.25	427,691.25	495,382.50
March 2, 2038			57,845.25	57,845.25	
September 2, 2038	380,000.00	5.4700%	57,845.25	437,845.25	495,690.50
March 2, 2039			47,452.25	47,452.25	
September 2, 2039	400,000.00	5.4700%	47,452.25	447,452.25	494,904.50
March 2, 2040			36,512.25	36,512.25	
September 2, 2040	420,000.00	5.4700%	36,512.25	456,512.25	493,024.50
March 2, 2041			25,025.25	25,025.25	
September 2, 2041	445,000.00	5.4700%	25,025.25	470,025.25	495,050.50
March 2, 2042			12,854.50	12,854.50	
September 2, 2042	470,000.00	5.4700%	12,854.50	482,854.50	495,709.00
Total	\$7,050,000.00		\$6,296,099.00	\$13,346,099.00	\$13,346,099.00

**City of Irvine
Reassessment District No. 15-2
Refunding RAD 04-20 Group 2
Refunding Bonds' Debt Service Schedule**

Dated Date:	July 29, 2015		
Issue Date:	July 29, 2015	Total Interest	\$5,961,442.50
First Maturity:	September 2, 2016	Total Principal	<u>7,045,000.00</u>
Last Maturity:	September 2, 2042	Total Debt Service	<u>\$13,006,442.50</u>
First Coupon:	March 2, 2016		

Payment Due	Principal Due	Interest Rate	Interest Due	Semi-Annual Payment	Total Annual Payment
March 2, 2016			\$203,592.50	\$203,592.50	
September 2, 2016	\$105,000.00	3.000%	172,050.00	277,050.00	\$480,642.50
March 2, 2017			170,475.00	170,475.00	
September 2, 2017	140,000.00	4.000%	170,475.00	310,475.00	480,950.00
March 2, 2018			167,675.00	167,675.00	
September 2, 2018	150,000.00	4.000%	167,675.00	317,675.00	485,350.00
March 2, 2019			164,675.00	164,675.00	
September 2, 2019	155,000.00	4.000%	164,675.00	319,675.00	484,350.00
March 2, 2020			161,575.00	161,575.00	
September 2, 2020	160,000.00	4.000%	161,575.00	321,575.00	483,150.00
March 2, 2021			158,375.00	158,375.00	
September 2, 2021	165,000.00	5.000%	158,375.00	323,375.00	481,750.00
March 2, 2022			154,250.00	154,250.00	
September 2, 2022	170,000.00	5.000%	154,250.00	324,250.00	478,500.00
March 2, 2023			150,000.00	150,000.00	
September 2, 2023	180,000.00	5.000%	150,000.00	330,000.00	480,000.00
March 2, 2024			145,500.00	145,500.00	
September 2, 2024	195,000.00	5.000%	145,500.00	340,500.00	486,000.00
March 2, 2025			140,625.00	140,625.00	
September 2, 2025	200,000.00	5.000%	140,625.00	340,625.00	481,250.00
March 2, 2026			135,625.00	135,625.00	
September 2, 2026	210,000.00	5.000%	135,625.00	345,625.00	481,250.00
March 2, 2027			130,375.00	130,375.00	
September 2, 2027	220,000.00	5.000%	130,375.00	350,375.00	480,750.00
March 2, 2028			124,875.00	124,875.00	
September 2, 2028	230,000.00	5.000%	124,875.00	354,875.00	479,750.00
March 2, 2029			119,125.00	119,125.00	
September 2, 2029	240,000.00	5.000%	119,125.00	359,125.00	478,250.00
March 2, 2030			113,125.00	113,125.00	
September 2, 2030	255,000.00	5.000%	113,125.00	368,125.00	481,250.00
March 2, 2031			106,750.00	106,750.00	
September 2, 2031	265,000.00	5.000%	106,750.00	371,750.00	478,500.00
March 2, 2032			100,125.00	100,125.00	
September 2, 2032	280,000.00	5.000%	100,125.00	380,125.00	480,250.00
March 2, 2033			93,125.00	93,125.00	
September 2, 2033	295,000.00	5.000%	93,125.00	388,125.00	481,250.00
March 2, 2034			85,750.00	85,750.00	
September 2, 2034	310,000.00	5.000%	85,750.00	395,750.00	481,500.00
March 2, 2035			78,000.00	78,000.00	
September 2, 2035	330,000.00	5.000%	78,000.00	408,000.00	486,000.00
March 2, 2036			69,750.00	69,750.00	
September 2, 2036	340,000.00	5.000%	69,750.00	409,750.00	479,500.00
March 2, 2037			61,250.00	61,250.00	
September 2, 2037	360,000.00	5.000%	61,250.00	421,250.00	482,500.00
March 2, 2038			52,250.00	52,250.00	
September 2, 2038	380,000.00	5.000%	52,250.00	432,250.00	484,500.00
March 2, 2039			42,750.00	42,750.00	
September 2, 2039	395,000.00	5.000%	42,750.00	437,750.00	480,500.00
March 2, 2040			32,875.00	32,875.00	
September 2, 2040	415,000.00	5.000%	32,875.00	447,875.00	480,750.00
March 2, 2041			22,500.00	22,500.00	
September 2, 2041	440,000.00	5.000%	22,500.00	462,500.00	485,000.00
March 2, 2042			11,500.00	11,500.00	
September 2, 2042	460,000.00	5.000%	11,500.00	471,500.00	483,000.00
Total	\$7,045,000.00		\$5,961,442.50	\$13,006,442.50	\$13,006,442.50

**City of Irvine
 Reassessment District No. 15-2
 Refunding RAD 04-20 Group 2
 Refunded vs. Refunding Bonds**

Payment Due	Existing Payment	Proposed Payment	Total Savings
2016	\$494,385.00	\$480,642.50	\$13,742.50
2017	495,171.00	480,950.00	14,221.00
2018	495,560.00	485,350.00	10,210.00
2019	495,475.00	484,350.00	11,125.00
2020	494,879.50	483,150.00	11,729.50
2021	493,751.50	481,750.00	12,001.50
2022	491,970.00	478,500.00	13,470.00
2023	494,711.00	480,000.00	14,711.00
2024	496,755.00	486,000.00	10,755.00
2025	493,091.00	481,250.00	11,841.00
2026	493,926.00	481,250.00	12,676.00
2027	494,024.50	480,750.00	13,274.50
2028	493,446.50	479,750.00	13,696.50
2029	492,174.00	478,250.00	13,924.00
2030	495,212.50	481,250.00	13,962.50
2031	492,312.50	478,500.00	13,812.50
2032	493,272.50	480,250.00	13,022.50
2033	493,422.50	481,250.00	12,172.50
2034	492,762.50	481,500.00	11,262.50
2035	496,292.50	486,000.00	10,292.50
2036	493,742.50	479,500.00	14,242.50
2037	495,382.50	482,500.00	12,882.50
2038	495,690.50	484,500.00	11,190.50
2039	494,904.50	480,500.00	14,404.50
2040	493,024.50	480,750.00	12,274.50
2041	495,050.50	485,000.00	10,050.50
2042	495,709.00	483,000.00	12,709.00
Totals:	\$13,346,099.00	\$13,006,442.50	\$339,656.50

**City of Irvine
Reassessment District No. 15-2
Refunding AD 07-22 Group 1
Refunded Bonds' Debt Service Schedule**

Dated Date: November 2, 2010
Issue Date: November 2, 2010
First Maturity: September 2, 2012
Last Maturity: September 2, 2032
First Coupon: March 2, 2011

Total Interest	\$9,620,172.50
Total Principal	<u>17,755,000.00</u>
Total Debt Service	<u>\$27,375,172.50</u>

Payment Due	Principal Due	Interest Rate	Interest Due	Semi-Annual Payment	Total Annual Payment
March 2, 2016			\$449,479.00	\$449,479.00	
September 2, 2016	\$710,000.00	3.5100%	449,479.00	1,159,479.00	\$1,608,958.00
March 2, 2017			437,018.50	437,018.50	
September 2, 2017	735,000.00	3.8300%	437,018.50	1,172,018.50	1,609,037.00
March 2, 2018			422,943.25	422,943.25	
September 2, 2018	765,000.00	4.0900%	422,943.25	1,187,943.25	1,610,886.50
March 2, 2019			407,299.00	407,299.00	
September 2, 2019	795,000.00	4.3500%	407,299.00	1,202,299.00	1,609,598.00
March 2, 2020			390,007.75	390,007.75	
September 2, 2020	830,000.00	4.5500%	390,007.75	1,220,007.75	1,610,015.50
March 2, 2021			371,125.25	371,125.25	
September 2, 2021	870,000.00	4.7800%	371,125.25	1,241,125.25	1,612,250.50
March 2, 2022			350,332.25	350,332.25	
September 2, 2022	910,000.00	4.9300%	350,332.25	1,260,332.25	1,610,664.50
March 2, 2023			327,900.75	327,900.75	
September 2, 2023	955,000.00	5.0200%	327,900.75	1,282,900.75	1,610,801.50
March 2, 2024			303,930.25	303,930.25	
September 2, 2024	1,000,000.00	5.1000%	303,930.25	1,303,930.25	1,607,860.50
March 2, 2025			278,430.25	278,430.25	
September 2, 2025	1,055,000.00	5.1800%	278,430.25	1,333,430.25	1,611,860.50
March 2, 2026			251,105.75	251,105.75	
September 2, 2026	1,110,000.00	5.2600%	251,105.75	1,361,105.75	1,612,211.50
March 2, 2027			221,912.75	221,912.75	
September 2, 2027	1,165,000.00	5.3400%	221,912.75	1,386,912.75	1,608,825.50
March 2, 2028			190,807.25	190,807.25	
September 2, 2028	1,230,000.00	5.4200%	190,807.25	1,420,807.25	1,611,614.50
March 2, 2029			157,474.25	157,474.25	
September 2, 2029	1,295,000.00	5.4500%	157,474.25	1,452,474.25	1,609,948.50
March 2, 2030			122,185.50	122,185.50	
September 2, 2030	1,365,000.00	5.5300%	122,185.50	1,487,185.50	1,609,371.00
March 2, 2031			84,443.25	84,443.25	
September 2, 2031	1,440,000.00	5.6600%	84,443.25	1,524,443.25	1,608,886.50
March 2, 2032			43,691.25	43,691.25	
September 2, 2032	1,525,000.00	5.7300%	43,691.25	1,568,691.25	1,612,382.50
Total	\$17,755,000.00		\$9,620,172.50	\$27,375,172.50	\$27,375,172.50

**City of Irvine
Reassessment District No. 15-2
Refunding AD 07-22 Group 1
Refunding Bonds' Debt Service Schedule**

Dated Date: July 29, 2015
 Issue Date: July 29, 2015
 First Maturity: September 2, 2016
 Last Maturity: September 2, 2032
 First Coupon: March 2, 2016

Total Interest	\$8,506,129.17
Total Principal	<u>16,860,000.00</u>
Total Debt Service	\$25,366,129.17

Payment Due	Principal Due	Interest Rate	Interest Due	Semi-Annual Payment	Total Annual Payment
March 2, 2016			\$473,629.17	\$473,629.17	
September 2, 2016	\$615,000.00	3.000%	400,250.00	1,015,250.00	\$1,488,879.17
March 2, 2017			391,025.00	391,025.00	
September 2, 2017	710,000.00	4.000%	391,025.00	1,101,025.00	1,492,050.00
March 2, 2018			376,825.00	376,825.00	
September 2, 2018	740,000.00	4.000%	376,825.00	1,116,825.00	1,493,650.00
March 2, 2019			362,025.00	362,025.00	
September 2, 2019	770,000.00	4.000%	362,025.00	1,132,025.00	1,494,050.00
March 2, 2020			346,625.00	346,625.00	
September 2, 2020	800,000.00	4.000%	346,625.00	1,146,625.00	1,493,250.00
March 2, 2021			330,625.00	330,625.00	
September 2, 2021	835,000.00	5.000%	330,625.00	1,165,625.00	1,496,250.00
March 2, 2022			309,750.00	309,750.00	
September 2, 2022	875,000.00	5.000%	309,750.00	1,184,750.00	1,494,500.00
March 2, 2023			287,875.00	287,875.00	
September 2, 2023	915,000.00	5.000%	287,875.00	1,202,875.00	1,490,750.00
March 2, 2024			265,000.00	265,000.00	
September 2, 2024	960,000.00	5.000%	265,000.00	1,225,000.00	1,490,000.00
March 2, 2025			241,000.00	241,000.00	
September 2, 2025	1,010,000.00	5.000%	241,000.00	1,251,000.00	1,492,000.00
March 2, 2026			215,750.00	215,750.00	
September 2, 2026	1,060,000.00	5.000%	215,750.00	1,275,750.00	1,491,500.00
March 2, 2027			189,250.00	189,250.00	
September 2, 2027	1,110,000.00	5.000%	189,250.00	1,299,250.00	1,488,500.00
March 2, 2028			161,500.00	161,500.00	
September 2, 2028	1,170,000.00	5.000%	161,500.00	1,331,500.00	1,493,000.00
March 2, 2029			132,250.00	132,250.00	
September 2, 2029	1,225,000.00	5.000%	132,250.00	1,357,250.00	1,489,500.00
March 2, 2030			101,625.00	101,625.00	
September 2, 2030	1,290,000.00	5.000%	101,625.00	1,391,625.00	1,493,250.00
March 2, 2031			69,375.00	69,375.00	
September 2, 2031	1,350,000.00	5.000%	69,375.00	1,419,375.00	1,488,750.00
March 2, 2032			35,625.00	35,625.00	
September 2, 2032	1,425,000.00	5.000%	35,625.00	1,460,625.00	1,496,250.00
Total	\$16,860,000.00		\$8,506,129.17	\$25,366,129.17	\$25,366,129.17

**City of Irvine
 Reassessment District No. 15-2
 Refunding AD 07-22 Group 1
 Refunded vs. Refunding Bonds**

Payment Due	Existing Payment	Proposed Payment	Total Savings
2016	\$1,608,958.00	\$1,488,879.17	\$120,078.83
2017	1,609,037.00	1,492,050.00	116,987.00
2018	1,610,886.50	1,493,650.00	117,236.50
2019	1,609,598.00	1,494,050.00	115,548.00
2020	1,610,015.50	1,493,250.00	116,765.50
2021	1,612,250.50	1,496,250.00	116,000.50
2022	1,610,664.50	1,494,500.00	116,164.50
2023	1,610,801.50	1,490,750.00	120,051.50
2024	1,607,860.50	1,490,000.00	117,860.50
2025	1,611,860.50	1,492,000.00	119,860.50
2026	1,612,211.50	1,491,500.00	120,711.50
2027	1,608,825.50	1,488,500.00	120,325.50
2028	1,611,614.50	1,493,000.00	118,614.50
2029	1,609,948.50	1,489,500.00	120,448.50
2030	1,609,371.00	1,493,250.00	116,121.00
2031	1,608,886.50	1,488,750.00	120,136.50
2032	1,612,382.50	1,496,250.00	116,132.50
Totals:	\$27,375,172.50	\$25,366,129.17	\$2,009,043.33

**City of Irvine
Reassessment District No. 15-2
Refunding AD 07-22 Group 2
Refunded Bonds' Debt Service Schedule**

Dated Date: May 11, 2011
Issue Date: May 11, 2011
First Maturity: September 2, 2012
Last Maturity: September 2, 2032
First Coupon: September 2, 2011

Total Interest	\$1,830,812.50
Total Principal	<u>2,725,000.00</u>
Total Debt Service	\$4,555,812.50

Payment Due	Principal Due	Interest Rate	Interest Due	Semi-Annual Payment	Total Annual Payment
March 2, 2016			\$83,511.50	\$83,511.50	
September 2, 2016	\$100,000.00	4.2300%	83,511.50	183,511.50	\$267,023.00
March 2, 2017			81,396.50	81,396.50	
September 2, 2017	105,000.00	4.6100%	81,396.50	186,396.50	267,793.00
March 2, 2018			78,976.25	78,976.25	
September 2, 2018	110,000.00	4.8700%	78,976.25	188,976.25	267,952.50
March 2, 2019			76,297.75	76,297.75	
September 2, 2019	115,000.00	5.1200%	76,297.75	191,297.75	267,595.50
March 2, 2020			73,353.75	73,353.75	
September 2, 2020	120,000.00	5.3900%	73,353.75	193,353.75	266,707.50
March 2, 2021			70,119.75	70,119.75	
September 2, 2021	130,000.00	5.5700%	70,119.75	200,119.75	270,239.50
March 2, 2022			66,499.25	66,499.25	
September 2, 2022	135,000.00	5.7300%	66,499.25	201,499.25	267,998.50
March 2, 2023			62,631.50	62,631.50	
September 2, 2023	145,000.00	5.9000%	62,631.50	207,631.50	270,263.00
March 2, 2024			58,354.00	58,354.00	
September 2, 2024	150,000.00	6.1100%	58,354.00	208,354.00	266,708.00
March 2, 2025			53,771.50	53,771.50	
September 2, 2025	160,000.00	6.2600%	53,771.50	213,771.50	267,543.00
March 2, 2026			48,763.50	48,763.50	
September 2, 2026	170,000.00	6.3700%	48,763.50	218,763.50	267,527.00
March 2, 2027			43,349.00	43,349.00	
September 2, 2027	180,000.00	6.4800%	43,349.00	223,349.00	266,698.00
March 2, 2028			37,517.00	37,517.00	
September 2, 2028	195,000.00	6.5800%	37,517.00	232,517.00	270,034.00
March 2, 2029			31,101.50	31,101.50	
September 2, 2029	205,000.00	6.6800%	31,101.50	236,101.50	267,203.00
March 2, 2030			24,254.50	24,254.50	
September 2, 2030	220,000.00	6.7800%	24,254.50	244,254.50	268,509.00
March 2, 2031			16,796.50	16,796.50	
September 2, 2031	235,000.00	6.8800%	16,796.50	251,796.50	268,593.00
March 2, 2032			8,712.50	8,712.50	
September 2, 2032	250,000.00	6.9700%	8,712.50	258,712.50	267,425.00
Total	\$2,725,000.00		\$1,830,812.50	\$4,555,812.50	\$4,555,812.50

City of Irvine
Reassessment District No. 15-2
Refunding AD 07-22 Group 2
Refunding Bonds' Debt Service Schedule

Dated Date: July 29, 2015
Issue Date: July 29, 2015
First Maturity: September 2, 2016
Last Maturity: September 2, 2032
First Coupon: March 2, 2016

Total Interest	\$1,291,142.08
Total Principal	2,560,000.00
Total Debt Service	\$3,851,142.08

Payment Due	Principal Due	Interest Rate	Interest Due	Semi-Annual Payment	Total Annual Payment
March 2, 2016			\$71,917.08	\$71,917.08	
September 2, 2016	\$95,000.00	3.000%	60,775.00	155,775.00	\$227,692.08
March 2, 2017			59,350.00	59,350.00	
September 2, 2017	110,000.00	4.000%	59,350.00	169,350.00	228,700.00
March 2, 2018			57,150.00	57,150.00	
September 2, 2018	110,000.00	4.000%	57,150.00	167,150.00	224,300.00
March 2, 2019			54,950.00	54,950.00	
September 2, 2019	115,000.00	4.000%	54,950.00	169,950.00	224,900.00
March 2, 2020			52,650.00	52,650.00	
September 2, 2020	120,000.00	4.000%	52,650.00	172,650.00	225,300.00
March 2, 2021			50,250.00	50,250.00	
September 2, 2021	130,000.00	5.000%	50,250.00	180,250.00	230,500.00
March 2, 2022			47,000.00	47,000.00	
September 2, 2022	130,000.00	5.000%	47,000.00	177,000.00	224,000.00
March 2, 2023			43,750.00	43,750.00	
September 2, 2023	140,000.00	5.000%	43,750.00	183,750.00	227,500.00
March 2, 2024			40,250.00	40,250.00	
September 2, 2024	145,000.00	5.000%	40,250.00	185,250.00	225,500.00
March 2, 2025			36,625.00	36,625.00	
September 2, 2025	155,000.00	5.000%	36,625.00	191,625.00	228,250.00
March 2, 2026			32,750.00	32,750.00	
September 2, 2026	160,000.00	5.000%	32,750.00	192,750.00	225,500.00
March 2, 2027			28,750.00	28,750.00	
September 2, 2027	170,000.00	5.000%	28,750.00	198,750.00	227,500.00
March 2, 2028			24,500.00	24,500.00	
September 2, 2028	180,000.00	5.000%	24,500.00	204,500.00	229,000.00
March 2, 2029			20,000.00	20,000.00	
September 2, 2029	185,000.00	5.000%	20,000.00	205,000.00	225,000.00
March 2, 2030			15,375.00	15,375.00	
September 2, 2030	195,000.00	5.000%	15,375.00	210,375.00	225,750.00
March 2, 2031			10,500.00	10,500.00	
September 2, 2031	205,000.00	5.000%	10,500.00	215,500.00	226,000.00
March 2, 2032			5,375.00	5,375.00	
September 2, 2032	215,000.00	5.000%	5,375.00	220,375.00	225,750.00
Total	\$2,560,000.00		\$1,291,142.08	\$3,851,142.08	\$3,851,142.08

**City of Irvine
 Reassessment District No. 15-2
 Refunding AD 07-22 Group 2
 Refunded vs. Refunding Bonds**

Payment Due	Existing Payment	Proposed Payment	Total Savings
2016	\$267,023.00	\$227,692.08	\$39,330.92
2017	267,793.00	228,700.00	39,093.00
2018	267,952.50	224,300.00	43,652.50
2019	267,595.50	224,900.00	42,695.50
2020	266,707.50	225,300.00	41,407.50
2021	270,239.50	230,500.00	39,739.50
2022	267,998.50	224,000.00	43,998.50
2023	270,263.00	227,500.00	42,763.00
2024	266,708.00	225,500.00	41,208.00
2025	267,543.00	228,250.00	39,293.00
2026	267,527.00	225,500.00	42,027.00
2027	266,698.00	227,500.00	39,198.00
2028	270,034.00	229,000.00	41,034.00
2029	267,203.00	225,000.00	42,203.00
2030	268,509.00	225,750.00	42,759.00
2031	268,593.00	226,000.00	42,593.00
2032	267,425.00	225,750.00	41,675.00
Totals:	\$4,555,812.50	\$3,851,142.08	\$704,670.42

**City of Irvine
Reassessment District No. 15-2
Refunding AD 07-22 Group 3
Refunded Bonds' Debt Service Schedule**

Dated Date: July 19, 2012
 Issue Date: July 19, 2012
 First Maturity: September 2, 2013
 Last Maturity: September 2, 2032
 First Coupon: March 2, 2013

Total Interest	\$2,712,867.50
Total Principal	5,610,000.00
Total Debt Service	\$8,322,867.50

Payment Due	Principal Due	Interest Rate	Interest Due	Semi-Annual Payment	Total Annual Payment
March 2, 2016			\$126,268.50	\$126,268.50	
September 2, 2016	\$235,000.00	2.9200%	126,268.50	361,268.50	\$487,537.00
March 2, 2017			122,837.50	122,837.50	
September 2, 2017	245,000.00	3.1400%	122,837.50	367,837.50	490,675.00
March 2, 2018			118,991.00	118,991.00	
September 2, 2018	250,000.00	3.4000%	118,991.00	368,991.00	487,982.00
March 2, 2019			114,741.00	114,741.00	
September 2, 2019	260,000.00	3.6300%	114,741.00	374,741.00	489,482.00
March 2, 2020			110,022.00	110,022.00	
September 2, 2020	270,000.00	3.8700%	110,022.00	380,022.00	490,044.00
March 2, 2021			104,797.50	104,797.50	
September 2, 2021	280,000.00	4.1200%	104,797.50	384,797.50	489,595.00
March 2, 2022			99,029.50	99,029.50	
September 2, 2022	290,000.00	4.2600%	99,029.50	389,029.50	488,059.00
March 2, 2023			92,852.50	92,852.50	
September 2, 2023	305,000.00	4.4200%	92,852.50	397,852.50	490,705.00
March 2, 2024			86,112.00	86,112.00	
September 2, 2024	320,000.00	4.5700%	86,112.00	406,112.00	492,224.00
March 2, 2025			78,800.00	78,800.00	
September 2, 2025	330,000.00	4.7000%	78,800.00	408,800.00	487,600.00
March 2, 2026			71,045.00	71,045.00	
September 2, 2026	350,000.00	4.7900%	71,045.00	421,045.00	492,090.00
March 2, 2027			62,662.50	62,662.50	
September 2, 2027	365,000.00	4.8700%	62,662.50	427,662.50	490,325.00
March 2, 2028			53,774.75	53,774.75	
September 2, 2028	380,000.00	4.9500%	53,774.75	433,774.75	487,549.50
March 2, 2029			44,369.75	44,369.75	
September 2, 2029	400,000.00	5.0200%	44,369.75	444,369.75	488,739.50
March 2, 2030			34,329.75	34,329.75	
September 2, 2030	420,000.00	5.0900%	34,329.75	454,329.75	488,659.50
March 2, 2031			23,640.75	23,640.75	
September 2, 2031	445,000.00	5.1600%	23,640.75	468,640.75	492,281.50
March 2, 2032			12,159.75	12,159.75	
September 2, 2032	465,000.00	5.2300%	12,159.75	477,159.75	489,319.50
Total	\$5,610,000.00		\$2,712,867.50	\$8,322,867.50	\$8,322,867.50

City of Irvine
Reassessment District No. 15-2
Refunding AD 07-22 Group 3
Refunding Bonds' Debt Service Schedule

Dated Date: July 29, 2015
Issue Date: July 29, 2015
First Maturity: September 2, 2016
Last Maturity: September 2, 2032
First Coupon: March 2, 2016

Total Interest	\$2,697,665.00
Total Principal	<u>5,345,000.00</u>
Total Debt Service	\$8,042,665.00

Payment Due	Principal Due	Interest Rate	Interest Due	Semi-Annual Payment	Total Annual Payment
March 2, 2016			\$150,165.00	\$150,165.00	
September 2, 2016	\$195,000.00	3.000%	126,900.00	321,900.00	\$472,065.00
March 2, 2017			123,975.00	123,975.00	
September 2, 2017	225,000.00	4.000%	123,975.00	348,975.00	472,950.00
March 2, 2018			119,475.00	119,475.00	
September 2, 2018	230,000.00	4.000%	119,475.00	349,475.00	468,950.00
March 2, 2019			114,875.00	114,875.00	
September 2, 2019	245,000.00	4.000%	114,875.00	359,875.00	474,750.00
March 2, 2020			109,975.00	109,975.00	
September 2, 2020	255,000.00	4.000%	109,975.00	364,975.00	474,950.00
March 2, 2021			104,875.00	104,875.00	
September 2, 2021	265,000.00	5.000%	104,875.00	369,875.00	474,750.00
March 2, 2022			98,250.00	98,250.00	
September 2, 2022	275,000.00	5.000%	98,250.00	373,250.00	471,500.00
March 2, 2023			91,375.00	91,375.00	
September 2, 2023	290,000.00	5.000%	91,375.00	381,375.00	472,750.00
March 2, 2024			84,125.00	84,125.00	
September 2, 2024	305,000.00	5.000%	84,125.00	389,125.00	473,250.00
March 2, 2025			76,500.00	76,500.00	
September 2, 2025	320,000.00	5.000%	76,500.00	396,500.00	473,000.00
March 2, 2026			68,500.00	68,500.00	
September 2, 2026	340,000.00	5.000%	68,500.00	408,500.00	477,000.00
March 2, 2027			60,000.00	60,000.00	
September 2, 2027	355,000.00	5.000%	60,000.00	415,000.00	475,000.00
March 2, 2028			51,125.00	51,125.00	
September 2, 2028	370,000.00	5.000%	51,125.00	421,125.00	472,250.00
March 2, 2029			41,875.00	41,875.00	
September 2, 2029	390,000.00	5.000%	41,875.00	431,875.00	473,750.00
March 2, 2030			32,125.00	32,125.00	
September 2, 2030	405,000.00	5.000%	32,125.00	437,125.00	469,250.00
March 2, 2031			22,000.00	22,000.00	
September 2, 2031	430,000.00	5.000%	22,000.00	452,000.00	474,000.00
March 2, 2032			11,250.00	11,250.00	
September 2, 2032	450,000.00	5.000%	11,250.00	461,250.00	472,500.00
Total	\$5,345,000.00		\$2,697,665.00	\$8,042,665.00	\$8,042,665.00

**City of Irvine
 Reassessment District No. 15-2
 Refunding AD 07-22 Group 3
 Refunded vs. Refunding Bonds**

Payment Due	Existing Payment	Proposed Payment	Total Savings
2016	\$487,537.00	\$472,065.00	\$15,472.00
2017	490,675.00	472,950.00	17,725.00
2018	487,982.00	468,950.00	19,032.00
2019	489,482.00	474,750.00	14,732.00
2020	490,044.00	474,950.00	15,094.00
2021	489,595.00	474,750.00	14,845.00
2022	488,059.00	471,500.00	16,559.00
2023	490,705.00	472,750.00	17,955.00
2024	492,224.00	473,250.00	18,974.00
2025	487,600.00	473,000.00	14,600.00
2026	492,090.00	477,000.00	15,090.00
2027	490,325.00	475,000.00	15,325.00
2028	487,549.50	472,250.00	15,299.50
2029	488,739.50	473,750.00	14,989.50
2030	488,659.50	469,250.00	19,409.50
2031	492,281.50	474,000.00	18,281.50
2032	489,319.50	472,500.00	16,819.50
Totals:	\$8,322,867.50	\$8,042,665.00	\$280,202.50

**City of Irvine
Reassessment District No. 15-2
Refunding AD 10-23 Series A
Refunded Bonds' Debt Service Schedule**

Dated Date:	May 11, 2011	Total Interest	\$25,637,729.60
Issue Date:	May 11, 2011	Total Principal	21,759,000.00
First Maturity:	September 2, 2013	Total Debt Service	\$47,396,729.60
Last Maturity:	September 2, 2041		
First Coupon:	September 2, 2011		

Payment Due	Principal Due	Interest Rate	Interest Due	Semi-Annual Payment	Total Annual Payment
March 2, 2016			\$727,020.45	\$727,020.45	
September 2, 2016	\$370,000.00	4.2300%	727,020.45	1,097,020.45	\$1,824,040.90
March 2, 2017			719,194.95	719,194.95	
September 2, 2017	384,000.00	4.6100%	719,194.95	1,103,194.95	1,822,389.90
March 2, 2018			710,343.75	710,343.75	
September 2, 2018	401,000.00	4.8700%	710,343.75	1,111,343.75	1,821,687.50
March 2, 2019			700,579.40	700,579.40	
September 2, 2019	423,000.00	5.1200%	700,579.40	1,123,579.40	1,824,158.80
March 2, 2020			689,750.60	689,750.60	
September 2, 2020	445,000.00	5.3900%	689,750.60	1,134,750.60	1,824,501.20
March 2, 2021			677,757.85	677,757.85	
September 2, 2021	467,000.00	5.5700%	677,757.85	1,144,757.85	1,822,515.70
March 2, 2022			664,751.90	664,751.90	
September 2, 2022	494,000.00	5.7300%	664,751.90	1,158,751.90	1,823,503.80
March 2, 2023			650,598.80	650,598.80	
September 2, 2023	520,000.00	5.9000%	650,598.80	1,170,598.80	1,821,197.60
March 2, 2024			635,258.80	635,258.80	
September 2, 2024	551,000.00	6.1100%	635,258.80	1,186,258.80	1,821,517.60
March 2, 2025			618,425.75	618,425.75	
September 2, 2025	586,000.00	6.2600%	618,425.75	1,204,425.75	1,822,851.50
March 2, 2026			600,083.95	600,083.95	
September 2, 2026	622,000.00	6.3700%	600,083.95	1,222,083.95	1,822,167.90
March 2, 2027			580,273.25	580,273.25	
September 2, 2027	661,000.00	6.4800%	580,273.25	1,241,273.25	1,821,546.50
March 2, 2028			558,856.85	558,856.85	
September 2, 2028	705,000.00	6.5800%	558,856.85	1,263,856.85	1,822,713.70
March 2, 2029			535,662.35	535,662.35	
September 2, 2029	754,000.00	6.6800%	535,662.35	1,289,662.35	1,825,324.70
March 2, 2030			510,478.75	510,478.75	
September 2, 2030	802,000.00	6.7800%	510,478.75	1,312,478.75	1,822,957.50
March 2, 2031			483,290.95	483,290.95	
September 2, 2031	855,000.00	6.8800%	483,290.95	1,338,290.95	1,821,581.90
March 2, 2032			453,878.95	453,878.95	
September 2, 2032	917,000.00	6.9700%	453,878.95	1,370,878.95	1,824,757.90
March 2, 2033			421,921.50	421,921.50	
September 2, 2033	979,000.00	7.1500%	421,921.50	1,400,921.50	1,822,843.00
March 2, 2034			386,922.25	386,922.25	
September 2, 2034	1,049,000.00	7.1500%	386,922.25	1,435,922.25	1,822,844.50
March 2, 2035			349,420.50	349,420.50	
September 2, 2035	1,124,000.00	7.1500%	349,420.50	1,473,420.50	1,822,841.00
March 2, 2036			309,237.50	309,237.50	
September 2, 2036	1,204,000.00	7.1500%	309,237.50	1,513,237.50	1,822,475.00
March 2, 2037			266,194.50	266,194.50	
September 2, 2037	1,292,000.00	7.1500%	266,194.50	1,558,194.50	1,824,389.00
March 2, 2038			220,005.50	220,005.50	
September 2, 2038	1,384,000.00	7.1500%	220,005.50	1,604,005.50	1,824,011.00
March 2, 2039			170,527.50	170,527.50	
September 2, 2039	1,481,000.00	7.1500%	170,527.50	1,651,527.50	1,822,055.00
March 2, 2040			117,581.75	117,581.75	
September 2, 2040	1,587,000.00	7.1500%	117,581.75	1,704,581.75	1,822,163.50
March 2, 2041			60,846.50	60,846.50	
September 2, 2041	1,702,000.00	7.1500%	60,846.50	1,762,846.50	1,823,693.00
Total	\$21,759,000.00		\$25,637,729.60	\$47,396,729.60	\$47,396,729.60

**City of Irvine
Reassessment District No. 15-2
Refunding AD 10-23 Series A
Refunding Bonds' Debt Service Schedule**

Dated Date:	July 29, 2015	Total Interest	\$17,272,755.42
Issue Date:	July 29, 2015	Total Principal	21,310,000.00
First Maturity:	September 2, 2016	Total Debt Service	<u>\$38,582,755.42</u>
Last Maturity:	September 2, 2041		
First Coupon:	March 2, 2016		

Payment Due	Principal Due	Interest Rate	Interest Due	Semi-Annual Payment	Total Annual Payment
March 2, 2016			\$614,830.42	\$614,830.42	
September 2, 2016	\$350,000.00	3.000%	519,575.00	869,575.00	\$1,484,405.42
March 2, 2017			514,325.00	514,325.00	
September 2, 2017	455,000.00	4.000%	514,325.00	969,325.00	1,483,650.00
March 2, 2018			505,225.00	505,225.00	
September 2, 2018	470,000.00	4.000%	505,225.00	975,225.00	1,480,450.00
March 2, 2019			495,825.00	495,825.00	
September 2, 2019	495,000.00	4.000%	495,825.00	990,825.00	1,486,650.00
March 2, 2020			485,925.00	485,925.00	
September 2, 2020	515,000.00	4.000%	485,925.00	1,000,925.00	1,486,850.00
March 2, 2021			475,625.00	475,625.00	
September 2, 2021	535,000.00	5.000%	475,625.00	1,010,625.00	1,486,250.00
March 2, 2022			462,250.00	462,250.00	
September 2, 2022	560,000.00	5.000%	462,250.00	1,022,250.00	1,484,500.00
March 2, 2023			448,250.00	448,250.00	
September 2, 2023	585,000.00	5.000%	448,250.00	1,033,250.00	1,481,500.00
March 2, 2024			433,625.00	433,625.00	
September 2, 2024	615,000.00	5.000%	433,625.00	1,048,625.00	1,482,250.00
March 2, 2025			418,250.00	418,250.00	
September 2, 2025	650,000.00	5.000%	418,250.00	1,068,250.00	1,486,500.00
March 2, 2026			402,000.00	402,000.00	
September 2, 2026	680,000.00	5.000%	402,000.00	1,082,000.00	1,484,000.00
March 2, 2027			385,000.00	385,000.00	
September 2, 2027	710,000.00	5.000%	385,000.00	1,095,000.00	1,480,000.00
March 2, 2028			367,250.00	367,250.00	
September 2, 2028	750,000.00	5.000%	367,250.00	1,117,250.00	1,484,500.00
March 2, 2029			348,500.00	348,500.00	
September 2, 2029	790,000.00	5.000%	348,500.00	1,138,500.00	1,487,000.00
March 2, 2030			328,750.00	328,750.00	
September 2, 2030	825,000.00	5.000%	328,750.00	1,153,750.00	1,482,500.00
March 2, 2031			308,125.00	308,125.00	
September 2, 2031	865,000.00	5.000%	308,125.00	1,173,125.00	1,481,250.00
March 2, 2032			286,500.00	286,500.00	
September 2, 2032	915,000.00	5.000%	286,500.00	1,201,500.00	1,488,000.00
March 2, 2033			263,625.00	263,625.00	
September 2, 2033	955,000.00	5.000%	263,625.00	1,218,625.00	1,482,250.00
March 2, 2034			239,750.00	239,750.00	
September 2, 2034	1,005,000.00	5.000%	239,750.00	1,244,750.00	1,484,500.00
March 2, 2035			214,625.00	214,625.00	
September 2, 2035	1,055,000.00	5.000%	214,625.00	1,269,625.00	1,484,250.00
March 2, 2036			188,250.00	188,250.00	
September 2, 2036	1,105,000.00	5.000%	188,250.00	1,293,250.00	1,481,500.00
March 2, 2037			160,625.00	160,625.00	
September 2, 2037	1,165,000.00	5.000%	160,625.00	1,325,625.00	1,486,250.00
March 2, 2038			131,500.00	131,500.00	
September 2, 2038	1,220,000.00	5.000%	131,500.00	1,351,500.00	1,483,000.00
March 2, 2039			101,000.00	101,000.00	
September 2, 2039	1,280,000.00	5.000%	101,000.00	1,381,000.00	1,482,000.00
March 2, 2040			69,000.00	69,000.00	
September 2, 2040	1,345,000.00	5.000%	69,000.00	1,414,000.00	1,483,000.00
March 2, 2041			35,375.00	35,375.00	
September 2, 2041	1,415,000.00	5.000%	35,375.00	1,450,375.00	1,485,750.00
Total	\$21,310,000.00		\$17,272,755.42	\$38,582,755.42	\$38,582,755.42

**City of Irvine
 Reassessment District No. 15-2
 Refunding AD 10-23 Series A
 Refunded vs. Refunding Bonds**

Payment Due	Existing Payment	Proposed Payment	Total Savings
2016	\$1,824,040.90	\$1,484,405.42	\$339,635.48
2017	1,822,389.90	1,483,650.00	338,739.90
2018	1,821,687.50	1,480,450.00	341,237.50
2019	1,824,158.80	1,486,650.00	337,508.80
2020	1,824,501.20	1,486,850.00	337,651.20
2021	1,822,515.70	1,486,250.00	336,265.70
2022	1,823,503.80	1,484,500.00	339,003.80
2023	1,821,197.60	1,481,500.00	339,697.60
2024	1,821,517.60	1,482,250.00	339,267.60
2025	1,822,851.50	1,486,500.00	336,351.50
2026	1,822,167.90	1,484,000.00	338,167.90
2027	1,821,546.50	1,480,000.00	341,546.50
2028	1,822,713.70	1,484,500.00	338,213.70
2029	1,825,324.70	1,487,000.00	338,324.70
2030	1,822,957.50	1,482,500.00	340,457.50
2031	1,821,581.90	1,481,250.00	340,331.90
2032	1,824,757.90	1,488,000.00	336,757.90
2033	1,822,843.00	1,482,250.00	340,593.00
2034	1,822,844.50	1,484,500.00	338,344.50
2035	1,822,841.00	1,484,250.00	338,591.00
2036	1,822,475.00	1,481,500.00	340,975.00
2037	1,824,389.00	1,486,250.00	338,139.00
2038	1,824,011.00	1,483,000.00	341,011.00
2039	1,822,055.00	1,482,000.00	340,055.00
2040	1,822,163.50	1,483,000.00	339,163.50
2041	1,823,693.00	1,485,750.00	337,943.00
Totals:	\$47,396,729.60	\$38,582,755.42	\$8,813,974.18

**CITY OF IRVINE
Reassessment District No. 15-2**

Method of Reassessment

Each Reassessment has been computed as a proration of the existing individual assessments to the total existing assessment.

CITY OF IRVINE
Reassessment District No. 15-2

Certifications

1. I, the City Clerk of the City of Irvine, hereby certify that the foregoing Reassessment with the Reassessment Diagram thereto attached, was filed with me on July 14, 2015.

City Clerk, City of Irvine

2. I, the City Clerk of the City of Irvine, California, hereby certify that the Reassessments set forth in Column 3 of the Reassessment Roll, with Reassessment Diagram attached, were approved and confirmed by the City Council of said City on July 14, 2015.

City Clerk, City of Irvine

3. I, the Superintendent of Streets of the City of Irvine, County of Orange, California, hereby certify that this Reassessment, together with the Reassessment Diagram thereto attached, was recorded in my office on July 21, 2015.

Superintendent of Streets

4. A Notice of Reassessment was recorded and the Reassessment Diagram was filed in the office of the County Recorder of the County of Orange, California, on July 21, 2015.

City Clerk, City of Irvine

CITY OF IRVINE
Reassessment District No. 15-2

Reassessment Diagram

The reassessment diagram will be on file with the City Clerk prior to the approval of the bond issue and Reassessment Report.