
ESCROW DEPOSIT AND TRUST AGREEMENT

by and among the

CARSON PUBLIC FINANCING AUTHORITY,

**CARSON SUCCESSOR AGENCY,
AS SUCCESSOR AGENCY TO THE DISSOLVED
CARSON REDEVELOPMENT AGENCY**

and

CITY OF CARSON

and

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

Dated as of March 1, 2017

Relating to the Payment and Redemption of the

**Debt Service Installment Payments for
\$12,165,000 (Initial Principal Amount)
Carson Public Financing Authority
Revenue Bonds (Remediation Project), Series 2009**

ESCROW DEPOSIT AND TRUST AGREEMENT

This ESCROW DEPOSIT AND TRUST AGREEMENT (this "Agreement") is made and entered into and dated as of March 1, 2017, by and among the CITY OF CARSON, a municipal corporation (the "City"), the CARSON PUBLIC FINANCING AUTHORITY, a joint powers authority organized and existing under the laws of the State of California (the "Authority"), the CARSON SUCCESSOR AGENCY, as successor to the Carson Redevelopment Agency (the "Agency") and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association organized and existing under the laws of the United States of America having a corporate trust office in Los Angeles, California, as escrow bank, 2009 Trustee, and Trustee (as hereinafter defined) (collectively, the "Escrow Bank");

WITNESSETH:

WHEREAS, the Carson Public Financing Authority (the "Authority") is a joint exercise of powers authority duly organized and existing under and pursuant to Articles 1 through 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Bond Law") and a Joint Exercise of Powers Agreement, dated as of November 17, 1992, by and between the City and the Carson Redevelopment Agency (the "Redevelopment Agency"), as amended by the First Amended Joint Exercise of Powers Agreement, by and between the City and the Carson Housing Authority, approved October 6, 2015 (the "Agreement");

WHEREAS, the Redevelopment Agency previously funded remediation of environmental contamination of certain property (the "Remediated Property") within the Redevelopment Agency's Redevelopment Project Area No. 1 (the "Project"), all pursuant to the Redevelopment Plan and the Community Redevelopment Law (Part 1 of Division 24 of the Health and Safety Code of the State of California and, together with Parts 1.8 and 1.85, as amended by Senate Bill 107, the "Law");

WHEREAS, the Authority has previously issued its Revenue Bonds (Remediation Project), Series 2009 (the "Prior Bonds"), in the original principal amount of \$12,165,000, and now outstanding in the principal amount of \$_____, pursuant to Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Bond Law") and pursuant to a Trust Agreement, dated as of June 1, 2009, by and between the Authority and The Bank of New York Mellon Trust Company, N.A., as 2009 Trustee thereunder (the "Prior Trust Agreement"), to assist the Redevelopment Agency in financing the remediation of the Remediated Property;

WHEREAS, in order to secure, in part, the debt service for the Prior Bonds, the Authority and the City entered into a Site Lease (the "Prior Site Lease") and a Facility Lease (Remediation Project) (the "Prior Facility Lease"), both dated June 1, 2009, pursuant to which the City paid certain rental payments to the Authority equal to debt service for the Prior Bonds;

WHEREAS, as additional security for the Prior Bonds, and pursuant to the Installment Payment Agreement, dated as of June 1, 2009 (the "Installment Payment Contract"), by and among the City of Carson, the Carson Redevelopment Agency ("Former Agency") and the Authority, the Former Agency pledged certain installment payments for debt service ("Debt Service Installment Payments") to the Prior Bonds; and

WHEREAS, pursuant to a Settlement Agreement, executed October 8, 2016 (“Settlement Agreement”), among the City of Carson, the State of California Department of Finance (“DOF”), the Agency and the Authority, the DOF has recognized the Debt Service Installment Payments as an enforceable obligation of the Former Agency; and

WHEREAS, pursuant to the Settlement Agreement, the Debt Service Installment Payments may be refunded under California Health and Safety Code Section 34177.4(a)(1); and

WHEREAS, the Debt Service Installment Payments may be prepaid under the Installment Payment Agreement, by prepaying the Lease Payments and the Series 2009 Bonds; and

WHEREAS, the Lease Payments may be prepaid under the Lease Agreement by depositing sufficient moneys to prepay the Series 2009 Bonds; and

WHEREAS, the Series 2009 Bonds are subject to optional redemption on October 1, 2019, at the principal amount of the Series 2009 Bonds called for redemption, and due to a contemplated change of use of the Remediated Property, it is desirable to refinance the Series 2009 Bonds at this time with taxable bonds to provide more flexibility to the Authority; and

WHEREAS, said Section 34177.5 also authorizes the Agency to issue bonds or other indebtedness pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the “Refunding Law”) for the purpose of achieving debt service savings within the parameters set forth in said Section 34177.5; and

WHEREAS, in order to provide moneys to refund the Debt Service Installment Payments for the purpose of providing debt service savings in accordance with Section 34177.5(a)(1), the Successor Agency has determined to issue its Tax Allocation Refunding Bonds Series 2017A (Project Area No. 1 Second Lien; RPTTF Secured) (Taxable) (the “Series 2017A Bonds”); and

WHEREAS, the Series 2017A Bonds will be issued pursuant to and in accordance with the provisions of Section 34177.5(a)(1) of the Dissolution Act, the Law and the Refunding Law; and

WHEREAS, the Agency will use a portion of the proceeds of the Series 2017A Bonds to defease the Debt Service Installment Payments, cancel the Lease Agreement and prepay the Prior Bonds;

WHEREAS, the Prior Trust Agreement provides for the payment, defeasance, and redemption, of the Prior Bonds prior to maturity by depositing with the 2009 Trustee sufficient money and/or noncallable Government Securities (as such term is defined in the Prior Trust Agreement), the interest on and principal of which when paid will provide money, together with other money deposited (if any), which shall be sufficient, in the opinion of an Independent Certified Public Accountant (as such term is defined in the Prior Trust Agreement), to pay when due the interest to become due on the Prior Bonds on and prior to October 1, 2019, and the principal and redemption premiums, if any, on the Prior Bonds;

WHEREAS, upon defeasance of the Prior Bonds pursuant to the provisions set forth in the Prior Trust Agreement, the 2009 Facility Lease may be cancelled pursuant to Section 7.02 thereof, and the 2009 Site Lease and Prior Facility Lease may be cancelled pursuant to Section 2 thereof;

WHEREAS, the Authority, the City, the Agency and the Escrow Bank wish to enter into this Agreement for the purpose of providing the terms and conditions relating to the deposit and application of such moneys to provide for the defeasance of the Debt Service Installment Payments and Prior Bonds and redemption of the Prior Bonds in full, and for the cancellation of the 2009 Facility Lease, the 2009 Site Lease, and the Installment Payment Contract pursuant to the terms of the Prior Trust Agreement, the 2009 Facility Lease, the 2009 Site Lease, the Installment Payment Agreement, the Settlement Agreement and as agreed herein; and

WHEREAS, the Escrow Bank has full powers to act with respect to the irrevocable escrow created herein and to perform the duties and obligations to be undertaken pursuant to this Agreement.

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

Section 1 Certain Definitions. Unless the context otherwise requires, the terms defined in this section shall, for all purposes of this Agreement have the meanings herein specified. Capitalized terms not otherwise defined herein are defined in the Prior Trust Agreement.

“Agreement” means this Escrow Deposit and Trust Agreement dated as of March 1, 2017, by and among the Authority, the City, the Agency and the Escrow Bank.

“Authority” means the Carson Joint Powers Authority, a joint powers authority existing under the laws of the State of California, as further described in the preambles hereto.

“Bond Counsel” means Aleshire & Wynder, LLP, or any other attorney or firm of attorneys of nationally recognized standing in the field of municipal finance whose opinions are generally accepted by purchasers of municipal bonds or notes, appointed from time to time by the Authority.

“Bond Law” means Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California.

“City” means the City of Carson, a municipal corporation.

“City Council” means the City Council of the City.

“Closing Date” means the date of delivery of the Series 2017A Bonds.

“Debt Service Installment Payments” shall have the definition set forth in the preambles to this Agreement.

“Escrow Fund” means the fund by that name created in Section 4 herein.

“Installment Payment Agreement” shall have the definition set forth in the preambles to this Agreement.

“Payment Date” means each date upon which interest or principal is due on the Prior Bonds as shown on Exhibit A attached hereto.

“Prior Bonds” have the definition set forth in the preambles of this Agreement.

“Prior Facility Lease” have the definition set forth in the preambles of this Agreement.

“Prior Site Lease” have the definition set forth in the preambles of this Agreement.

“Prior Trust Agreement” has the definition set forth in the preambles of this Agreement.

“Redemption Date” means October 1, 2019, being the date of early redemption of the Prior Bonds.

“Series 2017A Bonds” has the definition set forth in the preambles of this Agreement.

“Indenture” shall mean the Indenture of Trust, dated as of March 1, 2017, by and between the Agency and the Escrow Bank, as trustee, providing for the issuance of the Series 2017A Bonds..

“Trustee” has the definition set forth in the preambles of this Agreement.

“2009 Trustee” has the definition set forth in the preambles of this Agreement.

Section 2 Receipt of Prior Trust Agreement. The Escrow Bank hereby acknowledges receipt of a true and correct copy of the Prior Trust Agreement. Reference herein to, or citation of, any provision of the Prior Trust Agreement shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if fully set forth herein.

Section 3 Appointment of Escrow Bank. The City, the Successor Agency and the Authority hereby appoint the Escrow Bank as escrow bank for all purposes of this Agreement and in accordance with the terms and provisions of this Agreement and the Prior Trust Agreement and the Escrow Bank hereby accepts such appointment. The Escrow Bank is entering into this Agreement in its current capacity as Escrow Bank, 2009 Trustee, and Trustee.

Section 4 Establishment of Escrow Fund. There is hereby created by the Authority with, and to be held by, the Escrow Bank, as security for the payment of the principal of and interest on the Prior Bonds as hereinafter set forth, an irrevocable escrow to be maintained in escrow by the Escrow Bank on behalf of the Authority and for the benefit of the owners of the Prior Bonds, said escrow to be designated the “Escrow Fund.” All moneys deposited in the Escrow Fund shall constitute a special fund for the payment of the principal of and interest with respect to the Prior Bonds in accordance with the provisions of the Prior Trust Agreement. If at any time the Escrow Bank shall receive actual knowledge that the moneys in the Escrow Fund will not be sufficient to make any payment required by Section 6 hereof, the Escrow Bank shall notify the Authority of such fact and the Authority shall immediately cure such deficiency.

Section 5 Transfer of Prior Funds; Deposit into Escrow Fund; Investment of Amounts.

(a) On the Closing Date and concurrently with the transfers above, the Escrow Bank, as 2009 Trustee, shall transfer \$_____ to the Trustee for deposit pursuant to the Trust Agreement, which amount shall constitute certain funds remaining in the following funds and accounts under the Prior Trust Agreement:

(i) the amount of \$_____ held in the Reserve Fund under the Prior Trust Agreement.

(ii) the amount of \$_____ held in the Principal Account of the Revenue Fund under the Prior Trust Agreement.

(iii) the amount of \$_____ held in the Interest Account of the Revenue Fund under the Prior Trust Agreement.

(b) On the Closing Date and concurrently with the transfers above, pursuant to the Trust Agreement, there is hereby deposited with the Escrow Bank in connection with the refunding of the Debt Service Installment Payments and the Prior Bonds, and the Escrow Bank hereby acknowledges the receipt of, immediately available funds in the amount of \$_____. The Escrow Bank shall deposit such funds in the Escrow Fund.

(c) [\$_____] of the moneys deposited in the Escrow Fund shall be invested pursuant to Exhibit B attached hereto and by this reference incorporated herein. The remaining \$____ shall be held uninvested.]

(d) The amounts deposited in the Escrow Fund will be sufficient to defease the Prior Bonds on the Closing Date and redeem the Prior Bonds on October 1, 2019, and shall be applied as provided in Section 6. An amount equal to \$_____ shall be held in the Escrow Fund (the “Escrow Deposit”) on the Closing Date. The Escrow Deposit shall be sufficient to pay the interest due on, redemption premiums (if any) and principal of the Prior Bonds up to and on October 1, 2019, and on October 1, 2019, to pay the outstanding principal and any redemption premiums on the Prior Bonds, and discharge the Prior Trust Agreement, on the Closing Date pursuant to Section 10.01 of the Prior Trust Agreement.

(e) The Authority hereby agrees that the Escrow Deposit is fully sufficient to pay such Prior Bonds, including all principal, interest and premiums (if any), pursuant to Section 10.01 of the Prior Trust Agreement on the Redemption Date.

(f) Funds held by the Escrow Bank in the Escrow Fund are solely for the uses and purposes set forth herein.

(g) After the Escrow Bank shall have paid or have made provision for payment of all principal of and interest and redemption premiums on the Prior Bonds as provided in Section 6 hereof, the Escrow Bank shall promptly transfer to the Trustee any surplus amounts remaining in the Escrow Fund to the Interest Account of the Bond Fund established under the Indenture to pay debt service on the Authority Bonds.

(h) All remaining amounts in the funds and accounts under the Prior Trust Agreement, not accounted for in the Trust Agreement, or Subsection (a), (b) (c) or (d) above, and not

needed pursuant to Subsection (g) above shall be used to pay the Escrow Bank for any fees and expenses, and any remaining amounts shall be transferred to the Trustee for deposit in the Interest Account under the Trust Agreement.

Section 6 Instructions as to Application of Deposit. The total amount held in the Escrow Fund pursuant to Section 5 hereof shall be deemed to be and shall constitute the deposits permitted to be made by the Authority to pay in full the Prior Bonds and discharge the Prior Trust Agreement. In accordance with the Prior Trust Agreement, the Authority irrevocably directs and instructs the Escrow Bank, as successor to the 2009 Trustee, to apply the moneys in the Escrow Fund to pay all of the principal of and interest on the Prior Bonds as the same shall become due and payable to and including October 1, 2019, the date of early redemption of the Prior Bonds, and on October 1, 2019, to pay the outstanding principal and any redemption premiums on the Prior Bonds, all as more particularly set forth in Exhibit A attached hereto and hereby made a part hereof.

The Authority hereby instructs the 2009 Trustee to send written notice in the name of the Authority to the owner of each of the Prior Bonds at the address shown on the registration books maintained by the Trustee, as the 2009 Trustee, not less than thirty (30) nor more than sixty (60) days prior to October 1, 2019, the date fixed for redemption and payment of all of the Prior Bonds. The Escrow Bank, as 2009 Trustee, hereby accepts that instruction pursuant to Section 4.05 of the Prior Trust Agreement.

The Authority hereby covenants that no part of the moneys or funds at any time in the Escrow Fund shall be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause the Prior Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

Section 7 Discharge of the Prior Facility Lease, Prior Site Lease and Installment Payment Agreement.

Pursuant to Section 7.02(d) of the Prior Facility Lease, the City and the Authority hereby agree that upon the defeasance of the Prior Bonds pursuant to Section 10.01 of the Prior Trust Agreement, the conditions set forth in Section 7.02(d) of the Prior Facility Agreement have been met, and pursuant to the terms thereof, the Prior Facility Agreement shall cease, be deemed terminated, void, and completely discharged and satisfied. Pursuant to Section 2 of the Prior Site Lease, upon defeasance of the Prior Bonds, this Agreement shall constitute written notice by the City to the Authority that the Site Lease is terminated.

Pursuant to Article VI of the Installment Payment Agreement, as limited by the Settlement Agreement, the amount of the deposit is sufficient to prepay the Debt Service Installment Payments pursuant to the Installment Payment Agreement. The Authority, the City and the Successor Agency agree such deposit may be made on the date of the funding of the Escrow Fund as provided herein regardless of whether such date is an Installment Payment Date and said deposit provides for the defeasance and payoff of the Debt Service Installment Payments on the date hereof.

Section 8 Notice of Redemption; Notice of Defeasance. Pursuant to Section 4.05 of the Prior Trust Agreement, the Trustee shall mail by first class mail notice of redemption to the respective owners of the Prior Bonds at least thirty (30) but not more than sixty (60) days prior to

the date fixed for redemption for the Prior Bonds. In addition, the Escrow Bank is instructed to post a Notice of Defeasance with the EMMA platform of the Municipal Securities Rulemaking Board. A form of the Notice of Defeasance is attached as Exhibit C hereto, and shall be posted within 10 days following the defeasance of the Prior Bonds on the Closing Date.

Section 9 Creation of Lien. The escrow created hereby shall be irrevocable. The Owners of the Prior Bonds are hereby given an express lien on, and security interest in, the Escrow Fund, until used and applied in accordance with this Agreement. The cash in the Escrow Fund is hereby pledged and assigned, and shall be applied solely for the payment of the principal of, the premium, if any, and interest on the Prior Bonds.

Section 10 Compensation to Escrow Bank. The Authority shall pay or shall cause the Authority to pay to the Escrow Bank full compensation for its duties under this Agreement, including out-of-pocket costs such as publication costs, redemption expenses, legal fees and other costs and expenses relating hereto. Without limitation on the foregoing, the Escrow Bank shall not be entitled to any lien or right of set-off on amounts on deposit in the Escrow Fund for payment of its compensation under this Agreement.

Section 11 Liabilities and Obligations of Escrow Bank. The Escrow Bank shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Agreement unless the Authority shall have deposited sufficient funds with the Escrow Bank. The Escrow Bank may rely and shall be protected in acting upon the written or oral instructions of the Authority or their agents relating to any matter or action as Escrow Bank under this Agreement. The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the sufficiency of moneys held hereunder to accomplish the redemption of the Prior Bonds, or any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "whereas" clauses herein shall be taken as the statement of the Authority, and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representations as to the sufficiency of the moneys to accomplish the redemption of the Prior Bonds pursuant to the Prior Trust Agreement or to the validity of this Agreement as to the Authority or the City and, except as otherwise provided herein, the Escrow Bank shall incur no liability in respect thereof. The Escrow Bank shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence or willful misconduct, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Agreement. The Escrow Bank may consult with counsel, who may or may not be counsel to the Authority or the City, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection in respect of any action taken, suffered or omitted by it in good faith in accordance therewith. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter (except the matters set forth herein as specifically requiring a certificate of a nationally recognized firm of independent certified public accountants or an opinion of counsel) may be deemed to be conclusively established by a written certification of the Authority.

The Authority hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and hold harmless the Escrow Bank and its respective successors, assigns, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, at any time, the Escrow Bank (whether or not also indemnified against by any other person under any other agreement or instrument) and in any way relating to or arising out of the execution and delivery of this Agreement, the establishment of the Escrow Fund, the retention of the moneys therein and any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Agreement, or as may arise by reason of any act, omission or error of the Escrow Bank made in good faith in the conduct of its duties; *provided, however,* that neither the Authority nor the City shall be required to indemnify the Escrow Bank against its own negligence, gross negligence or willful misconduct. The indemnities contained in this Section 11 shall survive the termination of this Agreement.

Section 12 Amendment. This Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the Prior Bonds then outstanding shall have been filed with the Escrow Bank. This Agreement may be modified or amended at any time by a supplemental agreement, without the consent of any such owners, but only (a) to add to the covenants and agreements of any party, other covenants to be observed, or to surrender any right or power herein or therein reserved to the Authority, (b) to cure, correct or supplement any ambiguous or defective provision contained herein, and (c) in regard to questions arising hereunder or thereunder, as the parties hereto or thereto may deem necessary or desirable and which, in the opinion of counsel, shall not materially adversely affect the interests of the owners of the Prior Bonds, and that such amendment will not cause interest with respect to the Prior Bonds to become subject to federal income taxation.

Section 13 Termination; Unclaimed Money. This Agreement shall terminate when the principal of and interest on all Prior Bonds have been paid; provided, however, that money held by the Escrow Bank in the Escrow Fund for the payment and discharge of any of the Prior Bonds which remain unclaimed for two (2) years after such payments were due, shall be repaid by the Escrow Bank to the Authority free from the trust created by the Prior Trust Agreement and the escrow created by this Agreement, and the Escrow Bank shall thereupon be released and discharged with respect thereto and hereto and all liability of the Escrow Bank with respect to such money shall thereupon cease; provided, however, that before being required to make any such payment to the Authority, the Escrow Bank shall, at the expense of the Authority, cause to be mailed to the Owners of all such Prior Bonds, at their respective addresses appearing on the Registration Books, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall not be less than thirty (30) days after the date of mailing of such notice, the balance of such moneys then unclaimed will be returned to the Authority.

Section 14 Merger or Consolidation of Escrow Bank; Resignation of Escrow Bank. Any company into which the Escrow Bank may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Escrow Bank may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible to act as trustee under the

Prior Trust Agreement, shall be the successor hereunder to the Escrow Bank without the execution or filing of any paper or any further act. The Escrow Bank may resign by giving written notice to the Authority, and upon receipt of such notice the Authority shall promptly appoint a successor Escrow Bank. If the Authority do not appoint a successor Escrow Bank, the resigning Escrow Bank may, at the expense of the Authority, petition a court of competent jurisdiction for the appointment of a successor Escrow Bank, which court may thereupon, upon such notice as it shall deem proper, appoint a successor Escrow Bank. Upon acceptance of appointment by a successor Escrow Bank, the resigning Escrow Bank shall transfer all amounts held by it in the Escrow Fund to such successor Escrow Bank and be discharged of any further obligation or responsibility hereunder.

Section 15 Severability. If any section, paragraph, sentence, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Agreement.

Section 16 Notice of Escrow Bank and Authority. Any notice to or demand upon the Escrow Bank may be served and presented, and such demand may be made, at the principal corporate trust office of the Escrow Bank at The Bank of New York Mellon Trust Company, N.A., 400 South Hope Street, Suite #400, Los Angeles, California 90071, Attention Corporate Trust Administration.. Any notice to or demand upon the Authority shall be deemed to have been sufficiently given or served for all purposes by being mailed by registered or certified mail, and deposited, postage prepaid, in a post office letter box, addressed to such party, c/o City of Carson, 701 E. Carson Street, Carson, California 90745, Attn: City Manager (or such other address as may have been filed in writing by the Authority with the Escrow Bank).

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

CARSON PUBLIC FINANCING AUTHORITY

By: _____
Executive Director

CITY OF CARSON

By: _____
City Manager

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

By: _____
Authorized Officer

CARSON SUCCESSOR AGENCY

By: _____
Authorized Officer

EXHIBIT A

PAYMENT AND REDEMPTION SCHEDULE OF REFUNDED BONDS

<u>Payment Date</u>	<u>Interest</u>	<u>Principal Redeemed</u>	<u>Redemption Premium</u>	<u>Total Payment</u>

EXHIBIT B
AUTHORIZED INVESTMENTS

EXHIBIT C

**NOTICE OF DEFEASANCE
CARSON PUBLIC FINANCING AUTHORITY
REVENUE BONDS (REMEDIATION PROJECT), SERIES 2009**

[SEE ATTACHED]

NOTICE OF DEFEASANCE
CARSON PUBLIC FINANCING AUTHORITY
REVENUE BONDS (REMEDIATION PROJECT), SERIES 2009

Redemption Date October 1, 2019, at 100%

Rate	Maturity Date	CUSIP ¹	Principal Amount
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NOTICE IS HEREBY GIVEN to the owners of the bonds described above (the “Refunded Bonds”), that pursuant to the Escrow Deposit and Trust Agreement (the “Agreement”) entered into and dated as of March 1, 2017, by and among the CITY OF CARSON, a municipal corporation, CARSON PUBLIC FINANCING AUTHORITY, a joint powers authority existing under the laws of the State of California (the “Authority”), 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 having a corporate trust office in Los Angeles, California, as escrow bank, 2009 Trustee, and Trustee (as those terms are defined in the Agreement) (collectively, the “Escrow Bank”), that:

The Authority has irrevocably deposited in an Escrow Fund with the Escrow Bank monies and/or Government Securities, which are fully sufficient to pay all interest on and principal of the Refunded Bonds to October 1, 2019, and to pay, on October 1, 2019, being the date of early redemption of the Refunded Bonds, all principal and any redemption premiums due thereafter. Pursuant to Section 10.01 of the Trust Agreement, dated as of June 1, 2009 by and between the Authority and the 2009 Trustee, (the “Prior Trust Agreement”), the Refunded Bonds are deemed paid and the Prior Trust Agreement discharged. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Agreement.

The Escrow Bank has been instructed by the Authority to redeem the Refunded Bonds on October 1, 2019, at the Redemption price of 100%.

Date: MARCH __, 2017

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

THIS IS NOT A NOTICE OF REDEMPTION

¹ *The Authority and the Escrow Bank shall not be responsible for the use of the CUSIP number(s) selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Refunded Bond. They are included solely for the convenience of the owners of the Refunded Bonds.*