

APPENDIX A-2

IMPROVEMENT AREA NO. 2 RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES

A Special Tax as hereinafter defined shall be levied on all Assessor's Parcels in Improvement Area No. 2 of Community Facilities District No. 3 ("IA No. 2") and collected each Fiscal Year commencing in Fiscal Year 2002-2003, in an amount determined by the Council through the application of the appropriate Special Tax for "Developed Property," "Other Taxable Property," and "Undeveloped Property" as described below. All of the real property in IA No. 2, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

This Rate and Method of Apportionment employs terms defined below and terms defined in the Rate and Method of Apportionment for Improvement Area No. 1. When necessary, terms defined in the latter shall be distinguished from terms defined in the former by including the words "IA No. 1" prior to the defined term. The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Division 2 of Title 5 of the California Government Code.

"Administrative Expenses" means the following actual or reasonably estimated costs directly related to the administration of CFD No. 3: the costs of computing the Special Taxes and IA No. 1 Special Taxes; the costs of preparing the annual Special Tax and IA No. 1 Special Tax collection schedules (whether by the City or designee thereof or both); the costs of collecting the Special Taxes and IA No. 1 Special Taxes (whether by the City, the County or otherwise); the costs of remitting the Special Taxes and IA No. 1 Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 3 or any designee thereof of complying with arbitrage rebate requirements; the costs to the City, CFD No. 3 or any designee thereof of complying with disclosure requirements of the City, CFD No. 3 or obligated persons associated with applicable federal and state securities laws and the Act; the costs associated with preparing Special Tax and/or IA No. 1 Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes and/or IA No. 1 Special Taxes; the costs of the City, of CFD No. 3 or any designee thereof related to an appeal of the Special Tax and/or the IA No. 1 Special Tax; the costs associated with the release of funds from an escrow account; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 3 for any other administrative purposes of CFD No. 3, including attorney's fees and other costs related to commencing and pursuing to completion any foreclosure of delinquent Special Taxes and/or IA No. 1 Special Taxes.

"Agency" means the Redevelopment Agency of the City.

"Agency Certificate of Completion" shall have the meaning set forth in the Disposition and Development Agreement.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned Assessor's parcel number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by Assessor’s Parcel number.

“Assigned Special Tax” means the Special Tax for each Land Use Class of Developed Property, as determined in accordance with Section C below.

“Backup Special Tax” means the Special Tax applicable to each Assessor’s Parcel of Developed Property, as determined in accordance with Section C below.

“CFD Administrator” means an official of the City, or designee thereof, responsible for determining the Special Tax Requirement and for levying and collecting the Special Taxes.

“CFD No. 3” means Community Facilities District No. 3 of the City.

“CFD No. 3 Bonds” means any bonds or other debt (as defined in Section 53317(d) of the Act), whether in one or more series, issued by CFD No. 3 under the Act.

“City” means the City of San Diego.

“City/Agency Property” means any Assessor’s Parcel or other property within the boundaries of IA No. 2 that is owned by the City or the Agency, provided however that so long as any such Assessor’s Parcel is conveyed through a leasehold interest to an entity other than the City or the Agency such Assessor’s Parcel shall not be considered City/Agency Property, but during the duration of the leasehold interest shall be classified and taxed according to its development status and land use. In the event that an Assessor’s Parcel that was conveyed in fee to an entity other than the City or the Agency includes an existing residential or non-residential building or a Planned Building, and is subsequently acquired by the City or the Agency pursuant to Section 9.10 of the Disposition and Development Agreement or otherwise, that Assessor’s Parcel shall not be considered City/Agency Property, but shall remain subject to the Special Tax obligation and shall be classified and taxed according to its development status and land use.

“City Clerk” means the city clerk of the City.

“City Manager” means the city manager of the City.

“Council” means the City Council of the City, acting as the legislative body of CFD No. 3.

“County” means the County of San Diego.

“Developed Property” means for each Fiscal Year, all Taxable Property, exclusive of Other Taxable Property, which (a) was within a Final Map that was recorded prior to January 1 of the previous Fiscal Year, and either (b1) for which a building permit for new construction was issued after March 1, 2001 but prior to March 1 of the previous Fiscal Year or (b2) for which an Agency Certificate of Completion was executed prior to March 1 of the previous Fiscal Year.

“Disposition and Development Agreement” means the Disposition and Development Agreement between the Agency and the Master Developer that was approved by the Council and Agency on June 26, 2000, as it may be modified or supplemented from time to time.

“Final Map” means (i) a final map, lot line adjustment, or parcel map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 *et seq.*) and recorded with the County Recorder that creates individual lots for which building permits may be issued, or (ii) for condominiums, a final map, or portion thereof, approved by the City and a condominium plan recorded

pursuant to California Civil Code Section 1352 that creates individual lots for which building permits may be issued.

The term "Final Map" shall not include any Assessor's Parcel Map or subdivision map or portion thereof, that does not create individual lots for which a building permit may be issued, including Assessor's Parcels that are designated as remainder parcels.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Floor Area" means for Non-Residential Property, the total of the gross area of the floor surfaces within the exterior wall of the building, not including space devoted to stairwells, basement storage, required corridors, public restrooms, elevator shafts, light courts, vehicle parking and areas incident thereto, mechanical equipment incidental to the operation of such building, and covered public pedestrian circulation areas, including atriums, lobbies, plazas, patios, decks, arcades and similar areas, except such public circulation areas or portions thereof that are used solely for commercial purposes. For Residential Property, Floor Area means all of the square footage of living area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, patio, enclosed patio, or similar area.

The amount of Floor Area shall be determined by reference to the building permit(s) issued by the City or Agency Certificate of Completion(s), as applicable, issued for each building, or if square footage is not available from those sources, as otherwise determined by the CFD Administrator.

"Free Standing Parking Property" means any Assessor's Parcel within IA No. 2 that is not Public Property and for which a building permit has been issued for the construction of, or on which is located, a garage, parking lot or parking structure, provided however that any such Assessor's parcel that includes an existing residential or non-residential building or a Planned Building shall not be considered Free Standing Parking Property, but shall be classified and taxed according to its development status and land use.

"Golf Course Property" means any Assessor's Parcel within Zone 1 that is used for golf course purposes, including fairways, greens and driving ranges. Any Developed Property (other than buildings used solely for restrooms, storage, or maintenance) located on such Assessor's Parcel shall not be considered Golf Course Property, but shall be taxed and classified in accordance with its Land Use Class.

"Hotel Property" means all Developed Property within Zone 3 for which a building permit or an Agency Certificate of Completion has been issued for building a non-residential structure that constitutes a place of lodging that is intended to provide sleeping accommodations and related facilities for travelers.

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which CFD No. 3 Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Improvement Area No. 1" or **"IA No. 1"** means Improvement Area No. 1 of CFD No. 3, as identified on the boundary map for CFD No. 3.

"Improvement Area No. 2" or **"IA No. 2"** means Improvement Area No. 2 of CFD No. 3, as identified on the boundary map for CFD No. 3.

"Land Use Class" means any of the classes listed in Tables 1 through 3.

"Master Developer" means McMillin-NTC, LLC and/or any assignee(s) or successor(s) serving as the master developer of infrastructure within CFD No. 3.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below, that can be levied in any Fiscal Year on any Assessor’s Parcel.

“Non-Residential Property” means all Developed Property for which a building permit(s) or Agency Certificate of Completion was issued for a non-residential use, excluding Hotel Property.

“Outstanding Bonds” means all CFD No. 3 Bonds which are deemed to be outstanding under the Indenture.

“Other Public Property” means any Assessor’s Parcel within the boundaries of IA No. 2 that is owned in fee or through a leasehold interest by any agency of the federal government, the State, the County, or any other public agency except the City or the Agency, provided however that any such Assessor’s Parcel that includes an existing residential or non-residential building or a Planned Building shall not be considered Other Public Property, but shall be classified and taxed according to its development status and land use.

“Other Taxable Property” means Taxable City/Agency Property, Taxable Free Standing Parking Property, Taxable Golf Course Property, Taxable Property Owner Association Property, and Taxable Other Public Property.

“Planned Building” means with respect to an Assessor’s Parcel that the Precise Plan contemplates the rehabilitation or construction of a residential or non-residential building within all or a portion of such Assessor’s Parcel, as determined by the CFD Administrator.

“Precise Plan” means the NTC Precise Plan dated October 3, 2000, approved by the Agency and the City, as it may be amended or superseded.

“Property Owner Association Property” means any property within the boundaries of IA No. 2 owned in fee or by easement or irrevocably offered for dedication to a property owner association, including any master or sub-association. However, notwithstanding the above, any of such property which constitutes the “pad-area” located directly under a residential or occupied non-residential building shall not be considered Property Owner Association Property.

“Proportionately” or **“Proportionate”** means, (i) for Developed Property, that the ratio of the actual Special Tax levy to the Assigned Special Tax is equal for all Assessor’s Parcels of Developed Property and for IA No. 1 Developed Property that the ratio of the actual IA No. 1 Special Tax levy to the IA No. 1 Assigned Special Tax is equal for all Assessor’s Parcels of IA No. 1 Developed Property; (ii) for Undeveloped Property, that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor’s Parcels of Undeveloped Property and the ratio of the actual IA No. 1 Special Tax per Acre to the IA No. 1 Maximum Special Tax per Acre is equal for all Assessor’s Parcels of IA No. 1 Undeveloped Property; and (iii) for Other Taxable Property that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor’s Parcels of Other Taxable Property and for IA No. 1 Other Taxable Property that the ratio of the actual IA No. 1 Special Tax levy per Acre to the IA No. 1 Maximum Special Tax per Acre is equal for all Assessor’s Parcels of IA No. 1 Other Taxable Property. Where this RMA requires pursuant to the fourth and fifth steps in Section D.1, the second, third and fourth steps in Section D.2, and/or Section D.3, that the levy of Special Taxes and IA No. 1 Special Taxes be “Proportionate” for a category of property described in (i), (ii) or (iii) above, then the foregoing ratios shall be equal as between IA No. 1 and IA No. 2 for such category.

“Purchase and Finance Agreement” means the Purchase and Finance Agreement for CFD No. 3 that was approved by the Council on May 7, 2002, as it may be modified or supplemented from time to time.

“Residential Property” means all Developed Property for which a building permit or Agency Certificate of Completion was issued for one or more residential dwelling units.

“RMA” means Rate and Method of Apportionment.

“Special Tax” means the special tax to be levied in each Fiscal Year on each Assessor’s Parcel of Developed Property, Other Taxable Property, and Undeveloped Property to fund the Special Tax Requirement.

“Special Tax Requirement” means that amount required in any Fiscal Year to: (i) pay debt service due in the calendar year which commences in such Fiscal Year on all Outstanding Bonds; (ii) pay periodic costs on the CFD No. 3 Bonds, including but not limited to, credit enhancement and rebate payments on the CFD No. 3 Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities identified on Exhibit A to the Purchase and Finance Agreement to the extent that the inclusion of such amount does not increase the Special Tax levy on Undeveloped Property or the IA No. 1 Special Tax levy on Undeveloped Property; and (vi) pay for reasonably anticipated delinquent Special Taxes and IA No. 1 Special Taxes based on the delinquency rate for Special Taxes and IA No. 1 Special Taxes levied in the previous Fiscal Year; less (vii) a credit for funds available to reduce the annual Special Tax levy and IA No. 1 Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture. The Special Tax Requirement represents the total amount to be levied in any Fiscal Year within IA No. 1 and IA No. 2.

“State” means the State of California.

“Taxable City/Agency Property” means all Assessor’s Parcels of City/Agency Property that are not exempt pursuant to Section E below.

“Taxable Other Public Property” means all Assessor’s Parcels of Other Public Property that are not exempt pursuant to Section E below.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of IA No. 2 which (i) have been conveyed in fee ownership or leasehold interest from the City and/or the Agency to an entity other than the City or the Agency, or that were so conveyed in fee ownership by the City and/or the Agency and were subsequently reacquired by the City and/or the Agency, and (ii) are not exempt from the Special Tax pursuant to law or Section E below.

“Taxable Free Standing Parking Property” means all Assessor’s Parcels of Free Standing Parking Property that are not exempt pursuant to Section E below.

“Taxable Golf Course Property” means all Assessor’s Parcels of Golf Course Property that are not exempt pursuant to Section E below.

“Taxable Property Owner Association Property” means all Assessor’s Parcels of Property Owner Association Property that are not exempt pursuant to Section E below.

“Trustee” means the trustee or fiscal agent under the Indenture.

“Undeveloped Property” means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Other Taxable Property.

“Zone” means Zone 1, Zone 2, or Zone 3, as applicable.

“Zone 1” means all property within Zone 1 (Existing Non-Residential), as identified on the Zone Map.

“Zone 2” means all property within Zone 2 (Future Non-Residential), as identified on the Zone Map.

“Zone 3” means all property within Zone 3 (Hotel), as identified on the Zone Map.

“Zone Map” means Attachment A to this RMA.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year, each Assessor’s Parcel of Taxable Property within IA No. 2 shall be assigned to a Zone and further classified as Developed Property, Other Taxable Property, or Undeveloped Property, and shall be subject to Special Taxes in accordance with the rate and method of apportionment determined pursuant to Sections C and D below. Residential Property shall be assigned to Land Use Class 1. Non-Residential Property shall be assigned to Land Use Class 2. Hotel Property shall be assigned to Land Use Class 3.

C. MAXIMUM SPECIAL TAX RATE

1. Developed Property

a. Maximum Special Tax

The Maximum Special Tax for each Assessor’s Parcel classified as Developed Property shall be the greater of (i) the amount derived by application of the Assigned Special Tax or (ii) the amount derived by application of the Backup Special Tax.

b. Assigned Special Tax

i. The Assigned Special Tax for each Land Use Class in Zone 1 is shown below in Table 1:

TABLE 1

**Assigned Special Taxes for Developed Property
Zone 1**

<i>Land Use Class</i>	<i>Land Use</i>	<i>Assigned Special Tax</i>
1	Residential Property	\$792.63 per dwelling unit, plus \$1.2385 per square foot of Floor Area
2	Non-Residential Property	\$0.4550 per square foot of Floor Area

ii. The Assigned Special Tax for each Land Use Class in Zone 2 is shown below in Table 2:

TABLE 2

**Assigned Special Taxes for Developed Property
Zone 2**

<i>Land Use Class</i>	<i>Land Use</i>	<i>Assigned Special Tax</i>
1	Residential Property	\$792.63 per dwelling unit, plus \$1.2385 per square foot of Floor Area
2	Non-Residential Property	\$1.1026 per square foot of Floor Area

iii. The Assigned Special Tax for each Land Use Class in Zone 3 is shown below in Table 3:

TABLE 3

**Assigned Special Taxes for Developed Property
Zone 3**

<i>Land Use Class</i>	<i>Land Use</i>	<i>Assigned Special Tax</i>
1	Residential Property	\$792.63 per dwelling unit, plus \$1.2385 per square foot of Floor Area
2	Non-Residential Property	\$0.4550 per square foot of Floor Area
3	Hotel Property	\$253.51 per room

c. Backup Special Tax

i. Zone 1

The Backup Special Tax for an Assessor's Parcel of Developed Property within Zone 1 shall equal \$14,882 per Acre.

ii. Zone 2

The Backup Special Tax for an Assessor's Parcel of Developed Property within Zone 2 shall equal \$53,053 per Acre.

iii. Zone 3

The Backup Special Tax for an Assessor's Parcel of Developed Property within Zone 3 shall equal \$9,592 per Acre.

d. Multiple Land Use Classes

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Assigned Special Tax levied on an Assessor's Parcel shall be the sum of the Assigned Special Taxes for all Land Use Classes located on that Assessor's Parcel. The Maximum Special Tax that can be levied on an Assessor's Parcel shall be the sum of the Maximum Special Taxes that can be levied for all Land Use Classes located on that Assessor's Parcel. For an Assessor's Parcel that contains both Residential Property and Non-Residential Property, the Acreage of such Assessor's Parcel shall be allocated to each

type of property based on the amount of Acreage designated for each Land Use Class as determined by reference to the site plan approved for such Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

2. Other Taxable Property and Undeveloped Property

a. Zone 1

The Maximum Special Tax for Other Taxable Property and Undeveloped Property within Zone 1 shall be \$14,882 per Acre.

b. Zone 2

The Maximum Special Tax for Other Taxable Property and Undeveloped Property within Zone 2 shall be \$53,053 per Acre.

c. Zone 3

The Maximum Special Tax for Other Taxable Property and Undeveloped Property within Zone 3 shall be \$9,592 per Acre.

D. METHOD OF APPORTIONMENT OF THE SPECIAL TAX

For each Fiscal Year the Council shall determine the Special Tax Requirement and levy the Special Tax, taking into consideration the levy of the IA No. 1 Special Tax, until the amount of Special Taxes and IA No. 1 Special Taxes equals the Special Tax Requirement. The Special Tax shall be levied each Fiscal Year as follows. The steps indicated in Section D.1 shall be applied in each Fiscal Year prior to and including the Fiscal Year in which a second series of CFD No. 3 Bonds is sold to finance facilities identified on Exhibit A to the Purchase and Finance Agreement. The steps indicated in Section D.2 shall be applied in the first Fiscal Year after the issuance of such second series of CFD No. 3 Bonds, and each Fiscal Year thereafter. A series of CFD No. 3 Bonds that is issued solely to refund a prior series of CFD No. 3 Bonds shall not be considered a second series of CFD No. 3 Bonds for purposes of this section.

1. Prior to the Issuance of the Second Series of CFD No. 3 Bonds

First: The Special Tax shall be levied on each Assessor's Parcel of Developed Property in an amount equal to 100% of the applicable Assigned Special Tax; and the Council shall be notified that under the terms of the IA No. 1 RMA, the IA No. 1 Special Tax shall be levied on each Assessor's Parcel of IA No. 1 Developed Property in an amount equal to 100% of the applicable IA No. 1 Assigned Special Tax;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Council shall be notified that under the terms of the IA No. 1 RMA, the IA No. 1 Special Tax shall be levied Proportionately on each Assessor's Parcel of IA No. 1 Undeveloped Property at up to 100% of the IA No. 1 Maximum Special Tax for Undeveloped Property;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, the Special Tax shall be levied Proportionately on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Special Tax for Undeveloped Property;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property whose Maximum Special Tax is determined through the application of the Backup Special Tax shall be increased in equal percentages from the Assigned Special Tax up to the Maximum Special Tax for each such Assessor's Parcel; and the Council shall be notified that under the terms of the IA No. 1 RMA, the levy of the IA No. 1 Special Tax on each Assessor's Parcel of IA No. 1 Developed Property whose IA No. 1 Maximum Special Tax is determined through the application of the IA No. 1 Backup Special Tax shall be increased in equal percentages from the IA No. 1 Assigned Special Tax up to the IA No. 1 Maximum Special Tax for each such Assessor's Parcel, with the levy on Developed Property and IA No. 1 Developed Property being Proportionate;

Fifth: If additional monies are needed to satisfy the Special Tax Requirement after the first four steps have been completed, then the Special Tax shall be levied on each Assessor's Parcel of Other Taxable Property at up to the Maximum Special Tax for Other Taxable Property; and the Council shall be notified that under the terms of the IA No. 1 RMA, the IA No. 1 Special Tax shall be levied on each Assessor's Parcel of IA No. 1 Other Taxable Property at up to the IA No. 1 Maximum Special Tax for Other Taxable Property, with the levy on Other Taxable Property and IA No. 1 Other Taxable Property being Proportionate.

2. After the Issuance of the Second Series of CFD No. 3 Bonds

First: The Special Tax shall be levied on each Assessor's Parcel of Developed Property in an amount equal to 100% of the applicable Assigned Special Tax; and the Council shall be notified that under the terms of the IA No. 1 RMA, the IA No. 1 Special Tax shall be levied on each Assessor's Parcel of IA No. 1 Developed Property in an amount equal to 100% of the applicable IA No. 1 Assigned Special Tax;

Second: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, the Special Tax shall be levied on each Assessor's Parcel of Undeveloped Property at up to 100% of the Maximum Special Tax for Undeveloped Property; and the Council shall be notified that under the terms of the IA No. 1 RMA, the IA No. 1 Special Tax shall be levied on each Assessor's Parcel of IA No. 1 Undeveloped Property at up to 100% of the IA No. 1 Maximum Special Tax for Undeveloped Property, with the levy on Undeveloped Property and IA No. 1 Undeveloped Property being Proportionate;

Third: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the levy of the Special Tax on each Assessor's Parcel of Developed Property whose Maximum Special Tax is determined through the application of the Backup Special Tax shall be increased in equal percentages from the Assigned Special Tax up to the Maximum Special Tax for each such Assessor's Parcel; and the Council shall be notified that under the terms of the IA No. 1 RMA, the levy of the IA No. 1 Special Tax on each Assessor's Parcel of IA No. 1 Developed Property whose IA No. 1 Maximum Special Tax is determined through the application of the IA No. 1 Backup Special Tax shall be increased in equal percentages from the IA No. 1 Assigned Special Tax up to the IA No. 1 Maximum Special Tax for each such Assessor's Parcel, with the levy on Developed Property and IA No. 1 Developed Property being Proportionate;

Fourth: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax shall be levied on each Assessor's Parcel of Other Taxable Property at up to the Maximum Special Tax for Other Taxable Property; and the Council shall be notified that under the terms of the IA No. 1 RMA, the IA No. 1 Special Tax shall be levied on each Assessor's Parcel of IA No. 1 Other Taxable Property at up to the IA No. 1 Maximum Special Tax for Other Taxable Property, with the levy on Other Taxable Property and IA No. 1 Other Taxable Property being Proportionate.

3. Additional Levy Guidelines

Notwithstanding the above the Council may, in any Fiscal Year, levy Proportionately less than 100% of the Assigned Special Tax in step one of Section D.1 or D.2 (above) and the IA No. 1 Assigned Special Tax in step one of Section D.1 or D.2 (of the IA No. 1 RMA), when (i) the Council is no longer required to levy a Special Tax pursuant to step two in Section D.2 (above) and the Council is no longer required to levy an IA No. 1 Special Tax pursuant to step two in Section D.1 or D.2 of the IA No. 1 RMA in order to meet the Special Tax Requirement; (ii) all authorized CFD No. 3 Bonds have already been issued or the Council has covenanted that it will not issue any additional CFD No. 3 Bonds (except refunding bonds) to be supported by Special Taxes and IA No. 1 Special Taxes; and (iii) all facilities identified on Exhibit A to the Purchase and Finance Agreement have been acquired.

Further notwithstanding the above, under no circumstances will the Special Tax levied against any Assessor's Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased by more than ten percent as a consequence of delinquency or default by the owner of any other Assessor's Parcel within CFD No. 3.

E. EXEMPTIONS

No Special Tax shall be levied on property that is not located in a Zone. No Special Tax shall be levied on up to 122.36 Acres of City/Agency Property, Free Standing Parking Property, Other Public Property, and/or Property Owner Association Property that is within a Zone and up to 18.04 Acres of Golf Course Property that is within a Zone. However, the Acreage of any City/Agency Property that has never been conveyed in fee ownership or leasehold interest from the City and/or the Agency to an entity other than the City or the Agency shall not be included in the 122.36 Acres, and such property shall be considered exempt. For all other property that is within a Zone, tax-exempt status will be assigned by the CFD Administrator in chronological order in which property becomes City/Agency Property, Free Standing Parking Property, Other Public Property, Property Owner Association Property, or Golf Course Property. However, should an Assessor's Parcel that is within a Zone no longer be classified as City/Agency Property, Free Standing Parking Property, Other Public Property, Property Owner Association Property, Public Property, or Golf Course Property its tax-exempt status will be revoked.

City/Agency Property, Free Standing Parking Property, Other Public Property, Property Owner Association Property, or Golf Course Property that is within a Zone that is not exempt from Special Taxes under this section shall be subject to the levy of the Special Tax and shall be taxed as described in Section D above, at up to 100% of the applicable Maximum Special Tax for Other Taxable Property.

F. APPEALS AND INTERPRETATIONS

Any tax payer may file a written appeal of the Special Tax on his/her property with the CFD Administrator, provided that the appellant is current in his/her payments of Special Taxes. During the pendency of an appeal, all Special Taxes previously levied must be paid on or before the payment date established when the levy was made. The appeal must specify the reasons why the appellant claims the Special Tax is in error. The CFD Administrator shall review the appeal, meet with the appellant if the CFD Administrator deems necessary, and advise the appellant of its determination. If the CFD Administrator agrees with the appellant, the CFD Administrator shall make a recommendation to the City Manager or designee to eliminate or reduce the Special Tax on the appellant's property and/or to provide a refund to the appellant. The approval of the City Manager or designee must be obtained prior to any such elimination or reduction. If the CFD Administrator disagrees with the appellant and the appellant is dissatisfied with the determination, the appellant then has 30 days in which to appeal to the City Manager or designee by filing a written notice of appeal with the City Clerk, provided that the appellant is current in his/her payments of Special Taxes. The second appeal must specify the reasons for its disagreement with the CFD Administrator's determination.

Interpretations may be made by the Council by ordinance or resolution for purposes of clarifying any vagueness or ambiguity in this Rate and Method of Apportionment.

G. MANNER OF COLLECTION

The Special Tax shall be collected in the same manner and at the same time as ordinary *ad valorem* property taxes; provided, however, that CFD No. 3 may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet its financial obligations, and may covenant to foreclose and may actually foreclose on delinquent Assessor's Parcels as permitted by the Act.

H. PREPAYMENT OF SPECIAL TAX

1. Prepayment in Full

The following definition applies to this Section H:

"CFD Public Facilities" means either \$20,780,000 in 2001 dollars, which shall increase by the Construction Inflation Index on July 1, 2002, and on each July 1 thereafter, or such lower number as (i) shall be determined by the CFD Administrator as sufficient to provide the public facilities to be provided by CFD No. 3 under the authorized Mello-Roos financing program for CFD No. 3, or (ii) shall be determined by the Council concurrently with a covenant that it will not issue any more CFD No. 3 Bonds (except refunding bonds) to be supported by Special Taxes and IA No. 1 Special Taxes.

"Construction Fund" means the account (regardless of its name) identified in the Indenture to hold funds which are currently available for expenditure to acquire or construct public facilities eligible under the Act.

"Construction Inflation Index" means the annual percentage change in the Engineering News-Record Building Cost Index for the City of Los Angeles, measured as of the calendar year which ends in the previous Fiscal Year. In the event this index ceases to be published, the Inflation Index shall be another index as determined by the CFD Administrator that is reasonably comparable to the Engineering News-Record Building Cost Index for the City of Los Angeles.

"Future Facilities Costs" means the CFD Public Facilities minus (i) public facility costs previously paid from the Construction Fund, (ii) moneys currently on deposit in the Construction Fund, and (iii) moneys currently on deposit in an escrow fund that are expected to be available to finance public facility costs.

"Outstanding Bonds" means all Previously Issued Bonds which remain outstanding as of the first interest and/or principal payment date following the current Fiscal Year.

"Previously Issued Bonds" means all CFD No. 3 Bonds that have been issued prior to the date of prepayment.

Only an Assessor's Parcel of Developed Property, or an Assessor's Parcel of Undeveloped Property for which a building permit has been issued, may prepay its Special Tax obligation. The Special Tax obligation applicable to an Assessor's Parcel in CFD No. 3 may be prepaid and the obligation of the Assessor's Parcel to pay any Special Tax permanently satisfied as described herein, provided that a prepayment may be made with respect to a particular Assessor's Parcel only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment. An owner of an Assessor's Parcel intending to prepay the Special Tax obligation shall provide the CFD Administrator with written notice of intent to prepay. The CFD Administrator shall provide the owner with a statement of the prepayment amount

for such Assessor's Parcel within thirty (30) days of the request and may charge a reasonable fee for providing this service. Prepayment must be made not less than 60 days prior to any redemption date for the CFD No. 3 Bonds to be redeemed with the proceeds of such prepaid Special Taxes.

The Prepayment Amount (defined below) shall be calculated as summarized below (capitalized terms as defined below):

	Bond Redemption Amount	
	plus	Redemption Premium
	plus	Future Facilities Amount
	plus	Defeasance Amount
	plus	Administrative Fees and Expenses
	less	Reserve Fund Credit
	<u>less</u>	<u>Capitalized Interest Credit</u>
Total:	equals	Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined below) shall be calculated as follows:

Paragraph No.:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.
2. For Assessor's Parcels of Developed Property, compute the Assigned Special Tax and Backup Special Tax. For Assessor's Parcels of Undeveloped Property for which a building permit has been issued, compute the Assigned Special Tax and Backup Special Tax for that Assessor's Parcel as though it was already designated as Developed Property, based upon the building permit which has already been issued for that Assessor's Parcel.
3. (a) Divide the Assigned Special Tax computed pursuant to paragraph 2 by the total estimated Assigned Special Taxes for the entire CFD No. 3 based on the Developed Property Special Taxes and IA No. 1 Developed Property Special Taxes which could be charged in the current Fiscal Year on all expected development through buildout of CFD No. 3 as determined by the CFD Administrator based on the Precise Plan and other information currently available, excluding any Assessor's Parcels which have been prepaid, and
 (b) Divide the Backup Special Tax computed pursuant to paragraph 2 by the total estimated Backup Special Taxes and IA No. 1 Backup Special Taxes at buildout for the entire CFD No. 3 as determined by the CFD Administrator based on the Precise Plan and other information currently available, excluding any Assessor's Parcels which have been prepaid.
4. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid (the "Bond Redemption Amount").
5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium (expressed as a percentage), if any, on the Outstanding Bonds to be redeemed (the "Redemption Premium").
6. Compute the current Future Facilities Costs.

7. Multiply the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "Future Facilities Amount").
8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the earliest redemption date for the Outstanding Bonds.
9. Determine the Special Taxes levied on the Assessor's Parcel in the current Fiscal Year which have not yet been paid.
10. Compute the minimum amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Amount and the Administrative Fees and Expenses from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.
11. Add the amounts computed pursuant to paragraphs 8 and 9 and subtract the amount computed pursuant to paragraph 10 (the "Defeasance Amount").
12. Verify the administrative fees and expenses of CFD No. 3, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 3 Bonds, and the costs of recording any notices to evidence the prepayment and the redemption (the "Administrative Fees and Expenses").
13. The reserve fund credit ("Reserve Fund Credit") shall equal the lesser of: (a) the expected reduction in the reserve requirement (as defined in the Indenture), if any, associated with the redemption of Outstanding Bonds as a result of the prepayment, or (b) the amount derived by subtracting the new reserve requirement (as defined in the Indenture) in effect after the redemption of Outstanding Bonds as a result of the prepayment from the balance in the reserve fund on the prepayment date, but in no event shall such amount be less than zero.
14. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the larger quotient computed pursuant to paragraph 3(a) or 3(b) by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "Capitalized Interest Credit").
15. The Special Tax prepayment is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 11 and 12, less the amounts computed pursuant to paragraphs 13 and 14 (the "Prepayment Amount").
16. From the Prepayment Amount, the amounts computed pursuant to paragraphs 4, 5, 11, 13 and 14 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make debt service payments.

The amount computed pursuant to paragraph 7 shall be deposited into the Construction Fund. The amount computed pursuant to paragraph 12 shall be retained by CFD No. 3.

The Prepayment Amount may be sufficient to redeem other than a \$5,000 increment of CFD No. 3 Bonds. In such cases, the increment above \$5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to be used with the next prepayment of CFD No. 3 Bonds or to make debt service payments.

As a result of the payment of the current Fiscal Year's Special Tax levy as determined under paragraph 9 (above), the CFD Administrator shall remove the current Fiscal Year's Special Tax levy for such Assessor's Parcel from the County tax rolls. With respect to any Assessor's Parcel that is prepaid in full, the CFD Administrator shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of Special Taxes and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the amount of Maximum Special Taxes and IA No. 1 Maximum Special Taxes that may be levied on Taxable Property and IA No. 1 Taxable Property, respectively, after the proposed prepayment is at least 1.1 times the maximum annual debt service on all Outstanding Bonds.

2. Prepayment in Part

The Special Tax on an Assessor's Parcel of Developed Property or an Assessor's Parcel of Undeveloped Property for which a building permit has been issued may be partially prepaid. The amount of the prepayment shall be calculated as in Section H.1; except that a partial prepayment shall be calculated according to the following formula:

$$PP = P_E \times F.$$

These terms have the following meaning:

PP = the partial prepayment
P_E = the Prepayment Amount calculated according to Section H.1
F = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax.

The owner of any Assessor's Parcel who desires such prepayment shall notify the CFD Administrator of (i) such owner's intent to partially prepay the Special Tax, (ii) the percentage by which the Special Tax shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent, if any. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax for an Assessor's Parcel within thirty (30) days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor's Parcel that is partially prepaid, the City shall (i) distribute the funds remitted to it according to Section H.1, and (ii) indicate in the records of CFD No. 3 that there has been a partial prepayment of the Special Tax and that a portion of the Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - F) of the remaining Maximum Annual Special Tax, shall continue to be levied on such Assessor's Parcel pursuant to Section D.

I. TERM OF SPECIAL TAX

The Special Tax shall be levied for a period not to exceed forty years commencing with Fiscal Year 2002-2003, provided however that Special Taxes will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined (i) that all required interest and principal payments on the CFD No. 3 Bonds have been paid; (ii) all facilities have been acquired and all reimbursements to the Master Developer have been paid pursuant to the Purchase and Finance Agreement; and (iii) all required Administrative Expenses have been paid.

APPENDIX B

SUPPLEMENTAL INFORMATION CONCERNING THE CITY OF SAN DIEGO

This Appendix contains principally economic and demographic information relating to the City of San Diego. Neither the faith and credit nor the taxing power of the City, the County of San Diego, the State of California or any political subdivision thereof is pledged to the payment of the 2008 Bonds. The 2008 Bonds are special tax obligations of the District payable solely from a portion of the Special Taxes and other amounts pledged under the Bond Indenture, as more fully described in the Official Statement to which this Appendix is appended. The information set forth herein that has been obtained from sources believed to be reliable, but such information is not guaranteed as to accuracy or completeness. Statements contained herein 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 representations of facts.

This Appendix may make "forward-looking statements" by using forward-looking words such as "may," "will," "should," "expects," "believes," "anticipates," "estimates," or others. Forward-looking statements are subject to a variety of uncertainties that could cause actual results to differ from the projected results. The information and expressions of opinion herein are subject to change without notice, and neither delivery of this Official Statement nor any sale thereafter of the securities offered hereby shall under any circumstances create any implication that there has been no change in the affairs of the City or in any other information contained herein since the date of the Official Statement.

Data contained under this caption is intended to portray economic, demographic, and business trends within the City. All the information presented in the following tables and other specific data references is the latest information available from the respective data sources.

Introduction

The City of San Diego (the "City"), with a total population of approximately 1.3 million in 2007 and a land area of approximately 340 square miles, is the eighth largest city in the nation and the second largest city in California. The City is the county seat for the County of San Diego (the "County"). In addition to having a favorable climate, the City offers a wide range of cultural and recreational services to both residents and visitors. The City has a diversified economy. Major components of this diversified economy include international trade, high-tech manufacturing and research, professional services, tourism and defense. The City has historically benefited from manufacturing (ship building, industrial machinery, television and video equipment, and printing and publishing), public and private higher education, health services, military, and local government employment.

ECONOMIC AND DEMOGRAPHIC INFORMATION

Population

As set forth in Table 1 below, between January 1, 1998 and January 1, 2007, the City's population has increased by 11.9% (or by approximately 15,549 new residents annually during this period).

**Table 1
Population Growth Estimates
Calendar Years 1998 through 2007**

<i>Calendar Year⁽¹⁾⁽²⁾</i>	<i>City of San Diego</i>	<i>Annual Growth Rate</i>	<i>County of San Diego</i>	<i>Annual Growth Rate</i>	<i>State of California</i>	<i>Annual Growth Rate</i>
1998	1,176,900	1.5%	2,702,800	1.9%	32,657,000	1.4%
1999	1,200,800	2.0	2,751,000	1.8	33,140,000	1.5
2000	1,223,415	1.9	2,813,833	2.3	33,873,086	2.2
2001	1,241,805	1.5	2,864,408	1.8	34,441,561	1.7
2002	1,256,007	1.1	2,921,273	2.0	35,088,671	1.9
2003	1,278,828	1.8	2,972,832	1.8	35,691,534	1.7
2004	1,287,602	0.7	3,011,526	1.3	36,252,878	1.6
2005	1,297,093	0.7	3,038,579	0.9	36,743,186	1.4
2006	1,305,625	0.7	3,064,113	0.8	37,195,240	1.2
2007	1,316,837	0.9	3,098,269	1.1	37,662,518	1.3

⁽¹⁾ As of January 1 of the calendar year.

⁽²⁾ Population figures and respective growth rates from 2000 to 2007 reflect revised figures that are benchmarked to base year 2000.

Source: State of California Department of Finance.

Employment Summary

As shown in Table 2, the City's unemployment rate for calendar year 2007 averaged 4.5%, with a nationwide rate of 4.6% and the State's rate of 5.3%.

**Table 2
Labor Force – Estimated Average Annual Employment and
Unemployment of City of San Diego Civilian Labor Force
Calendar Years 2003 through 2007**

	<i>2003</i>	<i>2004</i>	<i>2005</i>	<i>2006</i>	<i>2007</i>
Civilian Labor Force⁽¹⁾					
City of San Diego					
Employed	622,000	634,700	644,000	650,700	653,450
Unemployed	34,100	31,500	29,000	27,000	31,108
Unemployment Rates					
City	5.2%	4.7%	4.3%	4.0%	4.5%
County	5.2	4.7	4.3	4.0	4.5
California	6.8	6.2	5.4	4.9	5.3
United States	6.0	5.5	5.1	4.6	4.6

⁽¹⁾ The revised labor force data is based on the March 2006 benchmark.

Source: State of California Employment Development Department, Labor Market Information Division; and the U.S. Department of Labor, Bureau of Labor Statistics.

Table 3 provides the California Employment Development Department's estimates of total annual civilian nonagricultural wage and salary employment by number of employees in each major industry in the County from calendar years 2003 through 2007. Annual employment information is not regularly compiled by sector for the City alone. The table below reflects industry data as classified under the North American Industry Classification System (NAICS).

Table 3
County of San Diego
Wage and Salary Employment
Calendar Years 2003 through 2007⁽¹⁾

<i>Industry Category</i>	<i>2003</i>	<i>2004</i>	<i>2005</i>	<i>2006</i>	<i>2007</i>
Natural Resources & Mining	300	400	400	500	500
Construction	80,200	87,700	90,800	92,600	87,100
Manufacturing					
Nondurable Goods	26,500	26,200	25,400	25,600	25,300
Durable Goods	<u>78,800</u>	<u>78,100</u>	<u>79,100</u>	<u>78,100</u>	<u>77,500</u>
Total Manufacturing	<u>105,300</u>	<u>104,300</u>	<u>104,500</u>	<u>103,600</u>	<u>102,800</u>
Transportation, Warehousing & Utilities	27,300	28,400	28,400	28,300	28,800
Trade					
Wholesale	41,600	41,900	43,600	45,100	45,800
Retail	<u>140,800</u>	<u>144,900</u>	<u>147,400</u>	<u>147,600</u>	<u>147,000</u>
Total Trade	<u>182,400</u>	<u>186,800</u>	<u>191,000</u>	<u>192,700</u>	<u>192,800</u>
Financial Activities ⁽²⁾	79,900	81,900	83,200	83,700	81,600
Services ⁽³⁾	547,400	556,400	568,700	580,800	595,500
Government					
Federal	40,100	39,700	39,700	40,300	40,600
State and Local	<u>177,100</u>	<u>174,600</u>	<u>175,400</u>	<u>177,400</u>	<u>180,900</u>
Total Government	<u>217,300</u>	<u>214,300</u>	<u>215,100</u>	<u>217,700</u>	<u>221,500</u>
TOTAL NONAGRICULTURAL⁽⁴⁾	<u>1,240,100</u>	<u>1,260,300</u>	<u>1,282,100</u>	<u>1,299,900</u>	<u>1,310,600</u>

⁽¹⁾ All figures are based on a 2006 benchmark.

⁽²⁾ Includes finance, insurance, and real estate.

⁽³⁾ Includes professional and business, information, educational and health, leisure and hospitality, and other services.

⁽⁴⁾ Figures may not add to total due to independent rounding.

Source: State of California Employment Development Department, Labor Market Information Division.

Taxable Sales

The following Table 4 sets forth taxable transactions in the City for calendar years 2002 through 2006. Information for 2006 is the latest information available from the California State Board of Equalization.

Table 4
City of San Diego
Taxable Transactions
Calendar Years 2002 through 2006
(In Thousands)

	2002	2003	2004	2005	2006
<i>Retail Stores</i>					
Apparel	\$ 681,338	\$ 732,526	\$ 785,563	\$ 865,833	\$ 924,301
General Merchandise	1,926,369	2,040,450	2,142,892	2,170,831	2,236,087
Food	690,819	696,398	741,899	801,351	843,800
Eating and Drinking	1,931,214	2,066,425	2,197,430	2,311,013	2,466,681
Home Furnishings and Appliances	664,607	690,345	728,841	747,339	706,043
Building Materials and Farm Implements	1,160,915	1,248,903	1,440,726	1,396,894	1,427,987
Auto Dealers and Supplies	2,033,999	2,138,480	2,213,662	2,228,510	2,132,207
Service Stations	959,059	1,085,386	1,232,354	1,398,512	1,567,032
Other Retail Stores	2,085,876	2,232,817	2,375,353	2,465,882	2,527,653
Total Retail Stores	<u>\$ 12,134,196</u>	<u>\$ 12,931,730</u>	<u>\$ 13,858,720</u>	<u>\$ 14,386,165</u>	<u>\$ 14,831,791</u>
All Other Outlets	<u>\$ 4,491,659</u>	<u>\$ 4,533,632</u>	<u>\$ 4,679,723</u>	<u>\$ 5,105,581</u>	<u>\$ 5,227,476</u>
TOTAL ALL OUTLETS	<u>\$ 16,625,855</u>	<u>\$ 17,465,362</u>	<u>\$ 18,538,443</u>	<u>\$ 19,491,746</u>	<u>\$ 20,059,267</u>

Source: California State Board of Equalization.

Major Employers

The City is host to a diverse mix of major employers representing industries ranging from education and health services, to manufacturing, financial services, retail trade and amusement and recreation. Table 5 lists the City's major employers.

Table 5
County of San Diego
Major Employers
As of January 1, 2007

<i>Employer</i>	<i>Product/Service</i>
10,000 or More Employees:	
State of California	Government
Federal Government	Government
University of California, San Diego	Higher Education
County of San Diego	Government
San Diego Unified School District	Education
Sharp Health Care	Health Care
Scripps Health	Health Care
San Diego State University	Higher Education
City of San Diego	Government
5,000 – 9,999 Employees:	
Qualcomm	Wireless Communications
Kaiser Permanente	Health Care
US Postal Service, San Diego District	Shipping, Transportation, & Delivery Service
San Diego Community College District	Higher Education
Sempra Energy	Utility
3,000 – 4,999 Employees:	
General Dynamics NASSCO	Shipbuilding, Repair
Science Applications International Corporation	Research and Development
Northrop Grumman	Defense Technology
Barona Valley Ranch Resort & Casino	Resort & Casino
Rady Children's Hospital & Health Center	Health Care
University of San Diego	Higher Education
General Atomics	Defense and Energy Systems
Palomar Pomerado Health	Health Care
2,000 – 2,999 Employees:	
BAE Systems	Defense Systems
Jack in the Box Inc.	Restaurants
Scripps Research Institute	Research
Ace Parking Management, Inc.	Parking Services
Veterans Affairs San Diego Healthcare System	Health care
Sycuan Resort & Casino	Resort and Casino
Grossmont-Cuyamaca Community College District	Higher Education
Tri-City Medical Center	Health Care
Cox Communications	Telecommunications Services
United Parcel Service	Transportation and Supply Chain Services
Sony Electronics	Audio/Video Electronics and Information Technology Provider
SeaWorld San Diego	Entertainment
Pala Casino Spa & Resort	Resort and Casino
Zoological Society of San Diego	Entertainment

Source: San Diego Business Journal, December 31, 2007 – Book of Lists

Building Permits

Table 6 provides a summary of the building permit valuations, and the number of new dwelling units authorized in the City, for Fiscal Years 2003 through 2007. The valuation of non-residential permits includes both private, commercial construction and publicly funded, non-tax generating projects.

Table 6
City of San Diego
Building Permit Valuations
and Number of New Dwelling Units
Fiscal Years Ended June 30, 2003 through 2007

	2003	2004	2005	2006	2007
Valuation (in thousands)					
Residential	\$1,395,286	\$1,227,388	\$1,321,526	\$1,006,378	\$ 820,581
Nonresidential	<u>511,743</u>	<u>717,693</u>	<u>641,857</u>	<u>953,714</u>	<u>670,497</u>
Total	<u>\$1,907,029</u>	<u>\$1,945,081</u>	<u>\$1,963,383</u>	<u>\$1,960,092</u>	<u>\$1,491,078</u>
Number of New Dwelling Units:					
Single Family	2,379	1,877	1,271	<u>1,290</u>	903
Multiple Family	<u>5,280</u>	<u>4,005</u>	<u>5,334</u>	<u>3,260</u>	<u>3,004</u>
Total	<u>7,659</u>	<u>5,882</u>	<u>6,605</u>	<u>4,550</u>	<u>3,907</u>

Source: Development Services Department, City of San Diego.

Property Taxes

The County assesses property and collects secured and unsecured property taxes for the cities, school districts, and special districts within the County, including the City. Once the property taxes are collected, the County conducts its internal reconciliation for accounting purposes and distributes the City's share of such taxes to the City, generally within a couple of weeks. Prior to distribution, the moneys are deposited in an account established on behalf of the City in the County Treasurer's Investment Pool (the "Pool"). If the County and/or the Pool were at any time to become subject to bankruptcy proceedings, it is possible that City property taxes, including Special Taxes levied by the District, held in the Pool, if any, could be temporarily unavailable to the City. In the event of such an occurrence, General Fund revenue requirements could be met through the use of other City funds. *Ad valorem* taxes are subject to constitutional limits.

Taxes are levied for each fiscal year on taxable real and personal property which is situated in the City as of the preceding January 1. For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing the taxes on which there is a lien on real property sufficient, in the opinion of the County Assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of the fiscal year. If unpaid, such taxes become delinquent on December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. If not paid, the property is subject to default. Such property may be redeemed by payment of the delinquent taxes and the delinquent penalty, plus a redemption penalty of 1.5% per month from July 1 of the following year to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to sale by the County Tax Collector.

Property taxes on the unsecured roll are due as of the March 1 lien date and become delinquent, if unpaid, on August 31 of the fiscal year. A 10% penalty attaches to delinquent taxes on property on the unsecured roll, and an additional penalty of 1.5% per month begins to accrue beginning November 1 of the

fiscal year. The taxing authority has four ways of collecting unsecured personal property taxes: (a) a civil action against the taxpayer; (b) filing a certificate in the office of the County Clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (c) filing a certificate of delinquency for record in the County Recorder's Office, in order to obtain a lien on certain property of the taxpayer; and (d) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee.

A supplemental assessment occurs upon a change of ownership of existing property and for new construction upon completion. A supplemental tax bill is issued for the difference in property value resulting from the increase in assessed value prorated for the remainder of the year.

Effective July 1, 1988, Assembly Bill 454, Chapter 921, eliminated the reporting of the unitary valuations pertaining to public utilities such as San Diego Gas and Electric and SBC Communications, Inc. In lieu of the property tax on these previously included assessed valuations, the City now receives from the State (through the County) an amount of unitary revenue based upon the unitary property tax received in the prior year.

Table 7 presents the assessed valuation within the City for each of the last five Fiscal Years.

Table 7
ASSESSED VALUATION EXCLUDING REDEVELOPMENT AREAS⁽¹⁾
Fiscal Years Ended June 30, 2004 through 2008
(in thousands except for percentages)

<i>Fiscal Year</i>	<i>Secured</i>	<i>Unsecured</i>	<i>Utilities</i>	<i>Total⁽²⁾</i>
2003-04	\$ 107,710,122,385	\$ 6,978,679,690	\$ 164,917,925	\$ 114,853,720,000
2004-05	118,889,517,256	6,526,940,629	133,588,259	125,550,046,144
2005-06	135,026,705,814	6,863,879,689	120,401,042	142,010,986,545
2006-07	150,571,633,332	7,601,251,625	113,348,591	158,286,233,548
2007-08	165,678,925,446	7,226,415,914	85,054,348	172,990,395,708

⁽¹⁾ Net of all other exemptions, except homeowners exemption which is reimbursed by the State of California.

⁽²⁾ Reflects total assessed valuation before any reduction for redevelopment tax increment.

Source: County of San Diego Report ID VAL File-01 PSVVP70@/California Municipal Statistics, Inc.

Table 8 shows the City's secured tax collections for each of the most recent five Fiscal Years.

Table 8
SECURED TAX LEVIES AND COLLECTIONS
Fiscal Years Ended June 30, 2003 through 2007
(in thousands except for percentages)

<i>Fiscal Year</i>	<i>Secured Tax Charge⁽¹⁾</i>	<i>Amount Delinquent June 30</i>	<i>% Delinquent June 30</i>
2002-03	\$ 159,607,914	\$ 2,146,695	1.34%
2003-04	173,858,862	2,129,291	1.22
2004-05	189,598,350	2,999,133	1.58
2005-06	212,346,286	4,287,125	2.02
2006-07	234,749,368	6,792,932	2.89

⁽¹⁾ City's share of secured property tax levy. Total secured levy is higher with portions paid to other taxing agencies.

Source: County of San Diego Report ID ACAP-232A/California Municipal Statistics, Inc.

Source: California Municipal Statistics, Inc.

APPENDIX C

SUMMARY OF BOND INDENTURE

The following is a summary of certain definitions and provisions of the Bond Indenture which are not described elsewhere in the Official Statement. This Summary does not purport to be comprehensive and reference should be made to the Bond Indenture for a full and complete statement of its provisions.

DEFINITIONS

“Account” means any account created pursuant to the Bond Indenture.

“Act” means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 *et seq.* of the California Government Code.

“Acquisition Agreement” means that certain Purchase and Finance Agreement by and between the City and McMillin-NTC, LLC, together with any amendments thereto, as amended by a First Amendment to Purchase and Finance Agreement.

“Acquisition and Construction Fund” means the fund by that name established pursuant to the Bond Indenture.

“Administrative Expenses” means the administrative costs with respect to the calculation and collection of the Special Taxes, including all attorneys’ fees and other costs related thereto, the fees and expenses of the Trustee, any fees and related costs for credit enhancement for the Bonds or any Parity Bonds which are not otherwise paid as Costs of Issuance, any costs related to the District’s compliance with state and federal laws requiring continuing disclosure of information concerning the Bonds, any Parity Bonds and the District, and any other costs otherwise incurred by the City staff on behalf of the District in order to carry out the purposes of the District as set forth in the Resolution of Formation and any obligation of the District under the Bond Indenture.

“Administrative Expenses Cap” means \$53,060 for Fiscal Year 2006-07, increasing at a rate of 2% per Fiscal Year thereafter through the Fiscal Year ending June 30, 2014 and remaining constant thereafter. The Administrative Expense Cap for Fiscal Year 2007-08 is \$54,121.

“Alternate Penalty Account” means the account by that name created and established in the Rebate Fund pursuant to the Bond Indenture.

“Annual Debt Service” means the principal amount of any Outstanding Bonds or Parity Bonds payable in a Bond Year either at maturity or pursuant to a Sinking Fund Payment and any interest payable on any Outstanding Bonds or Parity Bonds in such Bond Year, if the Bonds and any Parity Bonds are retired as scheduled.

“Assessor’s Parcels” means a parcel shown in an Assessor’s Parcel Map with an assigned Assessor’s parcel number.

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

(a) Direct obligations of the U.S. Treasury Department of the United States of America (including CATS, TIGRS and similar securities which have been stripped by the Department of Treasury

itself, State and Local Government Securities and debt obligations issued or held in book-entry form on the books of the Department of the Treasury).

(b) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

- (i) Farmers Home Administration (FmHA) — Certificates of beneficial ownership,
- (ii) Federal Financing Bank,
- (iii) Federal Housing Administration Debentures (FHA),
- (iv) Government National Mortgage Association (GNMA or “Ginnie Mae”).
GNMA - Guaranteed mortgage-backed bonds,
GNMA - guaranteed pass-through obligations.

(c) Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

- (i) Federal Home Loan Bank System (FHLB)-Senior debt obligations,
- (ii) Federal Home Loan Mortgage Corporation (FHLMC or “Freddie Mac”) - Participation Certificates or senior debt obligations,
- (iii) Federal National Mortgage Association (FNMA or “Fannie Mae”) - Mortgage-backed securities and senior debt obligations,
- (iv) Student Loan Marketing Association (SLMA or “Sallie Mae”) - Senior debt obligations,
- (v) Resolution Funding Corp. (REFCORP) obligations,
- (vi) Federal Farm Credit System (FFCB) - Consolidated systemwide bonds and notes,
- (vii) Tennessee Valley Authority (TVA) - Senior debt obligations,
- (viii) Farmer Mac (FMAC) - notes.

(d) Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and having a rating of AAAM-G or AAA-m by Standard & Poor’s or a rating of Aaa by Moody’s.

(e) Negotiable certificates of deposit issued by nationally or state-chartered bank or a state or federal savings institution or a state-licensed branch of a foreign bank (Yankee) with a maximum maturity of three years and having long-term ratings, at the time of purchase, equivalent to an “A” rating category by at least two national recognized statistical-rating organizations (NRSRO).

(f) Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC.

(g) Commercial paper (with maturities of not more than 270 days) rated, at the time of purchase, in the highest short-term rating category by at least two nationally recognized statistical-rating organizations and issued by a corporation organized and operating in the United States with at least \$500,000,000 in total assets. The corporation must have other debt, besides commercial paper, that is rated "A" or higher by a nationally recognized statistical-rating organization.

(h) Bonds or notes issued by any state or municipality which are rated by Moody's and Standard & Poor's in one of the two highest rating categories assigned by such agencies.

(i) Bankers acceptances with a maximum term of 180 days issued by a bank which has an unsecured, uninsured and non-guaranteed obligation rating of "P-1" or "A2" or better by Moody's and "A-1" or "A" or better by Standard & Poor's.

(j) The Local Agency Investment Fund in the State Treasury of the State of California as permitted by the State Treasurer pursuant to Section 16429.1 of the California Government Code or any similar pooled investment fund administered by the State, to the extent such investment is held in the name and to the credit of the Trustee.

(k) Repurchase Agreements, which must follow the following criteria:

(i) Repurchase Agreements must be between the Trustee or the District and a major bank or primary dealer securities firm as the counter-party.

(ii) The counter-party, if a Primary dealer, must be a reporting dealer to the Federal Reserve which is rated "A" or better by Standard & Poor's and Moody's, or a major bank rated "A" or above by Standard & Poor's and Moody's.

(iii) The Repurchase Agreement must meet the following criteria:

(A) Securities which are acceptable for transfer as collateral are defined in (a) through (c).

(B) The term of the Repurchase Agreement may be up to 365 days.

(C) The collateral must be delivered to the District or the Trustee (if the Trustee is not supplying the collateral) or a third party acting as agent for the Trustee (if the Trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).

(D) The Repurchase Agreement may include an evergreen provision to permit the reinvestment of funds for additional consecutive periods not to exceed 365 days.

(iv) Valuation of Collateral:

(A) The securities must be valued weekly by the Trustee, marked-to market at current market plus accrued interest.

(B) The value of collateral must be equal to 104% of the amount of cash transferred by the District or the Trustee to the dealer bank or security firm under the Repurchase Agreement plus accrued interest. If the value of securities held as collateral slips below 104% of the value of the cash transferred by the District or the Trustee, then additional cash and/or acceptable securities must be transferred.

(l) Any investment agreements (including Guaranteed Investment Contracts and Forward Purchase/Delivery Agreements) with a financial institution or insurer (provider) which must meet the following criteria:

(i) If the investment agreement is uncollateralized the provider of the agreement, at the time of the execution of the agreement, has to have a minimum long term rating of "Aa" by Moody's and "AA" by Standard & Poor's.

(ii) If the investment agreement is fully collateralized, the provider of the agreement, at the time of the execution of the agreement, has to have a minimum long term rating of "A" by both Moody's and Standard & Poor's. Securities which are acceptable for collateralization are defined in (a) through (c).

(iii) The investment agreement must be supported by appropriate opinions of counsel.

(iv) The investment agreement must meet the requirements of the District, bond insurer (if an insured issue) or the rating agency (if required).

(m) Any cash sweep or similar account arrangement of or available to the Trustee, the investment of which are limited to investments described in clauses (a) through (c); or Repurchase Agreements secured by one or more obligations described in clauses A through C above, and any money market fund, the entire investments of which are limited to investments described in clauses (a) through (c) above; or Repurchase Agreements secured by any one or more obligations described in clauses (a) through (c), and which money market fund is rated by their respective highest rating categories by Moody's and Standard & Poor's.

"Authorized Representative of the City" means the Mayor of the City, the Chief Operating Officer of the City, the Chief Financial Officer of the City or any other person or persons designated by the Mayor of the City, the Chief Operating Officer of the City or the Chief Financial Officer of the City by a written certificate signed by one of such officers of the City and containing the specimen signature of each such person.

"Authorized Representative of the District" means the Mayor of the City, the Chief Operating Officer of the City, the Chief Financial Officer of the City or any other person or persons designated by the Mayor of the City, the Chief Operating Officer of the City or the Chief Financial Officer of the City by a written certificate signed by one of such officers of the City and containing the specimen signature of each such person.

"Bond Counsel" means an attorney at law or a firm of attorneys selected by the District of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions.

“Bond Indenture” means the Bond Indenture, together with any Supplemental Indenture approved pursuant to the Bond Indenture.

“Bond Register” means the books which the Trustee shall keep or cause to be kept on which the registration and transfer of the Bonds and any Parity Bonds shall be recorded.

“Bondowner” or “Owner” or “Registered Owner” means the person or persons in whose name or names any Bond or Parity Bond is registered.

“Bonds” means the Community Facilities District No. 3 Special Tax Bonds Series A of 2008.

“Bond Year” means the twelve month period commencing on March 1 of each year and ending on February 28 of the following year, except that the first Bond Year for the Bonds and each issue of Parity Bonds shall begin on the Delivery Date and end on the following February 28.

“Business Day” means a day which is not a Saturday or Sunday or a day of the year on which banks in New York, New York, Los Angeles, California, or the city where the corporate trust office of the Trustee is located, are not required or authorized to remain closed.

“Certificate of an Authorized Representative” means a written certificate or warrant request executed by an Authorized Representative of the City.

“Certificate of the Special Tax Administrator” means a certificate of an Authorized Representative of the District, or any successor entity appointed by the City, to administer the calculation and collection of the Special Taxes.

“City” means the City of San Diego, California.

“Code” means the Internal Revenue Code of 1986, as amended, and any Regulations, rulings, judicial decisions, and notices, announcements, and other releases of the United States Treasury Department or Internal Revenue Service interpreting and construing it.

“Costs of Issuance” means the costs and expenses incurred in connection with the formation of the District and the issuance and sale of the Bonds or any Parity Bonds, including, but not limited to, the acceptance and initial annual fees and expenses of the Trustee, legal fees and expenses, costs of printing the Bonds and Parity Bonds and the preliminary and final official statements for the Bonds and Parity Bonds, fees of financial consultants, special tax consultants and appraisers and all other related fees and expenses, as set forth in a Certificate of an Authorized Representative of the City.

“Delivery Date” means, with respect to the Bonds and each issue of Parity Bonds, the date on which the bonds of such issue were issued and delivered to the initial purchasers thereof.

“Depository” means The Depository Trust Company, New York, New York, and its successors and assigns as securities depository for the Bonds and Parity Bonds, or any other securities depository acting as Depository under the Bond Indenture.

“Developed Property” shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes

“Direct Debt for Developed Property” means that portion of the aggregate principal amount of the Outstanding Bonds and Parity Bonds (including for purposes of this calculation any Parity Bonds proposed to be issued) which is allocable to the Developed Property as described below. For this purpose, there will be allocated to the Developed Property the largest principal amount of Bonds and Parity Bonds Outstanding

(including for purposes of this calculation any Parity Bonds proposed to be issued) that results in (a) the maximum Special Taxes that may be levied on Developed Property (not including any parcels of Developed Property with delinquent Special Taxes and assuming taxation as "Developed Property" as defined in the Rate and Method of Apportionment of Special Taxes for each of Improvement Area No. 1 and Improvement Area No. 2) in each Fiscal Year until the final maturity of the Bonds and Parity Bonds being at least equal to the sum of 110% of Annual Debt Service on such Bonds and Parity Bonds in the Bond Year beginning on the March 1 of such Fiscal Year of taxation plus the share of Administrative Expenses allocable to the Developed Property for such Fiscal Year of taxation; and (b) a Value of Developed Property at least four (4) times the sum of Direct Debt for Developed Property plus Overlapping Debt allocable to Developed Property. Administrative Expenses in each Fiscal Year shall be deemed to be equal to actual Administrative Expenses for the last Fiscal Year ending prior to the date of calculation of Direct Debt for Developed Property and the portion of the total Administrative Expenses allocable to Developed Property shall be the same portion that Special Taxes on Developed Property represent of the total Special Taxes levied in the District in the then current Fiscal Year.

"Direct Debt for District Property" means that portion of the aggregate principal amount of the Outstanding Bonds and Parity Bonds (including for purposes of this calculation any Parity Bonds proposed to be issued) which is allocable to the property in the District as described below. For this purpose there will be allocated to the property in the District the largest principal amount of Bonds and Parity Bonds (including for purposes of this calculation any Parity Bonds proposed to be issued) that results in a Value of District Property at least four (4) times the sum of Direct Debt for District Property plus Overlapping Debt allocable to all property in the District subject to the Special Tax.

"Direct Debt for Undeveloped Property" means that portion of the aggregate principal amount of the Outstanding Bonds and Parity Bonds (including for purposes of this calculation any Parity Bonds proposed to be issued) which is allocable to the Undeveloped Property as described below. For this purpose, there will be allocated to the Undeveloped Property the remaining principal amount of Bonds and Parity Bonds (including for purposes of this calculation any Parity Bonds proposed to be issued) not previously allocated to Developed Property that results in:

(a) the maximum Special Taxes that may be levied on Undeveloped Property (assuming taxation as "Undeveloped Property" as defined in and according to the levy priority set forth in the Rate and Method of Apportionment of Special Taxes for each of Improvement Area No. 1 and 2) in each Fiscal Year until the final maturity of the Bonds and Parity Bonds being at least equal to the sum of 110% of Annual Debt Service on such Bonds and Parity Bonds in the Bond Year beginning on the March 1 of such Fiscal Year of taxation plus the share of Administrative Expenses allocable to the Undeveloped Property for such Fiscal Year of taxation, which for purposes of such calculation shall be the remainder of the Administrative Expenses not allocated in the calculation of Direct Debt for Developed Property; and

(b) a Value of Undeveloped Property at least three (3) times the sum of Direct Debt for Undeveloped Property plus Overlapping Debt for Undeveloped Property; provided, however, there shall be excluded from the calculations under (a) above and this paragraph (b) any parcel of Undeveloped Property with delinquent Special Taxes and any parcel for which the Value of Undeveloped Property is less than two (2) times the sum of the Direct Debt for Undeveloped Property and Overlapping Debt allocable thereto. The Direct Debt for Undeveloped Property allocable to each parcel of Undeveloped Property shall be determined by multiplying the aggregate principal amount of the Bonds and Parity Bonds proposed to be allocated to Undeveloped Property by a fraction, the numerator of which is the maximum amount of Special Taxes that may be levied on such parcel and the denominator of which is the maximum amount of Special Taxes that may be levied on all parcels of Undeveloped Property.

"District" means Community Facilities District No. 3 (Liberty Station) established pursuant to the Act and the Resolution of Formation.

“Event of Default” means the “event of default” described in the Bond Indenture.

“Fair Market Value” means the value of each Assessor’s Parcel of Developed Property and Undeveloped Property as determined by the appraiser selected by the District, which value shall be of (i) the fee simple estate for all Assessor’s Parcels owned in fee by the entity subject to the Special Tax; and (ii) the leasehold estate for all Assessor’s Parcels where the interest subject to the Special Tax is a leasehold estate.

“Final Map” means (a) a final map, lot line adjustment, or parcel map, or portion thereof, approved by the City pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) and recorded with the County Recorder that creates individual lots for which building permits may be issued; or (b) for condominiums, a final map, or portion thereof, approved by the City and a condominium plan recorded pursuant to California Civil Code Section 1352 that creates individual lots for which building permits may be issued.

“Fiscal Year” means the period beginning on July 1 of each year and ending on the next following June 30.

“Fitch” means Fitch Ratings, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns.

“Gross Taxes” means the amount of all Special Taxes received by the District, including any Special Taxes collected from the sale of property pursuant to the foreclosure provisions of the Bond Indenture for the delinquency of such Special Taxes remaining after the payment of all costs related to such foreclosure actions.

“Independent Financial Consultant” means a financial consultant or firm of such consultants generally recognized to be well qualified in the financial consulting field, appointed and paid by the District, who, or each of whom:

- (a) is in fact independent and not under the domination of the District;
- (b) does not have any substantial interest, direct or indirect, in the District; and
- (c) is not connected with the District as a member, officer or employee of the District, but who may be regularly retained to make annual or other reports to the District.

“Interest Account” means the account by that name created and established in the Special Tax Fund pursuant to the Bond Indenture.

“Interest Payment Date” means each March 1 and September 1, commencing on September 1, 2008; provided, however, that, if any such day is not a Business Day, interest up to the Interest Payment Date will be paid on the Business Day next succeeding such date.

“Investment Agreement” means one or more agreements for the investment of funds of the District complying with the criteria therefor as set forth in the definition of Authorized Investments in the Bond Indenture.

“Maximum Annual Debt Service” means the maximum sum obtained for any Bond Year prior to the final maturity of the Bonds and any Parity Bonds by adding the following for each Bond Year:

- (a) the principal amount of all Outstanding Bonds and Parity Bonds payable in such Bond Year either at maturity or pursuant to a Sinking Fund Payment; and

(b) the interest payable on the aggregate principal amount of all Bonds and Parity Bonds Outstanding in such Bond Year if the Bonds and Parity Bonds are retired as scheduled.

“Moody’s” means Moody’s Investors Service, its successors and assigns.

“Net Taxes” means Gross Taxes minus amounts set aside to pay Administrative Expenses.

“Nominee” shall mean the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to the Bond Indenture.

“Ordinance” means Ordinance No. O-19078 adopted by the legislative body of the District on July 8, 2002, providing for the levying of the Special Tax.

“Outstanding” or “Outstanding Bonds and Parity Bonds” means all Bonds and Parity Bonds theretofore issued by the District, except:

(a) Bonds and Parity Bonds theretofore cancelled or surrendered for cancellation in accordance with the Bond Indenture;

(b) Bonds and Parity Bonds paid or deemed to have been paid within the meaning of the Bond Indenture or Bonds and Parity Bonds called for redemption for which monies shall have been theretofore deposited in trust, as provided in the Bond Indenture or any applicable Supplemental Indenture for Parity Bonds; and

(c) Bonds and Parity Bonds which have been surrendered to the Trustee for transfer or exchange pursuant to the Bond Indenture or for which a replacement has been issued pursuant to the Bond Indenture.

“Overlapping Debt” means with respect to any parcel within the District, the sum of (a) the aggregate amount of all unpaid assessments which are a lien on such parcel and which are pledged to secure the repayment of bonds, plus (b) a portion of the principal amount of any outstanding bonds of other community facilities districts which are payable at least partially from special taxes to be levied on such parcel (the “Other CFD Bonds”) determined by multiplying the aggregate principal amount of the Other CFD Bonds by a fraction, the numerator of which is the amount of special taxes levied for the Other CFD Bonds on such parcel and the denominator of which is the total amount of special taxes levied for the Other CFD Bonds on all parcels of property which are subject to the levy of such special taxes, based upon information which is available for the then current Fiscal Year.

“Parity Bonds” means all bonds, notes or other similar evidences of indebtedness issued, payable out of the Net Taxes and which, as provided in the Bond Indenture or any Supplemental Indenture, rank on a parity with the Bonds. Parity Bonds include the District’s Special Tax Bonds Series A of 2006.

“Participants” shall mean those broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds or Parity Bonds as a securities depository.

“Person” means natural persons, firms, corporations, partnerships, associations, trusts, public bodies and other entities.

“Prepayments” means any amounts paid by the District to the Trustee and designated by the District as a prepayment of Special Taxes for one or more parcels in the District made in accordance with the Rate and Method of Apportionment of Special Taxes for each of Improvement Area No. 1 and Improvement Area No. 2 of the District.

“Principal Account” means the account by that name created and established in the Special Tax Fund pursuant to the Bond Indenture.

“Principal Office of the Trustee” means the office of the Trustee located in Los Angeles, California, or such other office or offices as the Trustee may designate from time to time, or the office of any successor Trustee where it principally conducts its business of serving as trustee under Bond Indenture pursuant to which municipal or governmental obligations are issued.

“Project” means those public facilities described in the Resolution Formation which are to be acquired or constructed within and outside of the District, including all engineering, planning and design services and other incidental expenses related to such facilities and other facilities, if any, authorized by the qualified electors within the District from time to time.

“Project Costs” means the amounts necessary to finance the Project, to create and replenish any necessary reserve funds, to pay the initial and annual costs associated with the Bonds or any Parity Bonds, including, but not limited to, remarketing, credit enhancement, Trustee and other fees and expenses relating to the issuance of the Bonds or any Parity Bonds and the formation of the District, and to pay any other “incidental expenses” of the District, as such term is defined in the Act.

“Rate and Method of Apportionment of Special Taxes” means, as applicable, the Rate and Method of Apportionment of Special Taxes for Improvement Area No. 1 and the Rate and Method of Apportionment for Improvement Area No. 2 in the form attached to the Resolution of Formation.

“Rating Agency” means Moody’s, Standard & Poor’s and Fitch, or all, as the context requires.

“Rebate Account” means the account by that name created and established in the Rebate Fund pursuant to the Bond Indenture.

“Rebate Fund” means the fund by that name established pursuant to the Bond Indenture in which there are established the Accounts described in the Bond Indenture.

“Rebate Regulations” means any final, temporary or proposed Regulations promulgated under Section 148(f) of the Code.

“Record Date” means the fifteenth day of the month preceding an Interest Payment Date, regardless of whether such day is a Business Day.

“Redemption Account” means the account by that name created and established in the Special Tax Fund pursuant to the Bond Indenture.

“Regulations” means the regulations adopted or proposed by the Department of Treasury from time to time with respect to obligations issued pursuant to Section 103 of the Code.

“Representation Letter” shall mean that certain Blanket Letter of Representations from the District and the Paying Agent to the Depository in the form required by the Depository in order to have the Bonds and any Parity Bonds held in the Depository’s book-entry system.

“Reserve Account” means the account by that name created and established in the Special Tax Fund pursuant to the Bond Indenture.

“Reserve Requirement” means that amount as of any date of calculation equal to the lesser of (a) 10% of the initial principal amount of the Bonds and Parity Bonds, if any; (b) Maximum Annual Debt Service on

the then Outstanding Bonds and Parity Bonds, if any; and (c) 125% of average Annual Debt Service on the then Outstanding Bonds and Parity Bonds, if any.

“Resolution of Formation” means Resolution No. R-296710 adopted by the City Council of the City on June 25, 2002, pursuant to which the City formed the District.

“Sinking Fund Payment” means the annual payment to be deposited in the Redemption Account to redeem a portion of the Term Bonds in accordance with the schedules set forth in the Bond Indenture and any annual sinking fund payment schedule to retire any Parity Bonds which are designated as Term Bonds.

“Six-Month Period” means the period of time beginning on the Delivery Date of each issue of Bonds or Parity Bonds, as applicable, and ending six consecutive months thereafter, and each six-month period thereafter until the latest maturity date of the Bonds and the Parity Bonds (and any obligations that refund an issue of the Bonds or Parity Bonds).

“Special Tax Consultant” means an individual or a firm retained by the District and engaged in the business of administering the levy of special taxes in community facilities districts.

“Special Tax Fund” means the fund by that name created and established pursuant to the Bond Indenture.

“Special Taxes” means the special taxes authorized to be levied by the District on property within Improvement Area No. 1 and Improvement Area No. 2 of the District in accordance with the Ordinance, the Resolution of Formation, the Act and the voter approval obtained at the June 25, 2002, election in the District, (excluding such special taxes levied by the District prior to Fiscal Year 2006-07) including any scheduled payments and any Prepayments thereof and the net proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of such special taxes to the amount of said lien, as such special taxes may be modified in accordance with the Act and the Bond Indenture. Special Taxes shall not include any penalties and interest relating to delinquent payments of Special Taxes.

“Standard & Poor’s” means Standard & Poor’s Ratings Group, a division of McGraw-Hill, its successors and assigns.

“Supplemental Indenture” means any supplemental indenture amending or supplementing the Bond Indenture.

“Surplus Fund” means the fund by that name created and established pursuant to the Bond Indenture.

“Tax Certificate” means the certificate by that name to be executed by the District on a Delivery Date to establish certain facts and expectations and which contains certain covenants relevant to compliance with the Code.

“Tax-Exempt” means, with reference to an Authorized Investment, an Authorized Investment the interest earnings on which are excludable from gross income for federal income tax purposes pursuant to Section 103(a) of the Code, other than one described in Section 57(a)(5)(C) of the Code.

“Term Bonds” means the Term Bonds defined in the body of the Official Statement and any term maturities of an issue of Parity Bonds as specified in a Supplemental Indenture.

“Trustee” means Wells Fargo Bank, National Association, a national banking association duly organized and existing under the laws of the United States, at its principal corporate trust office in Los Angeles, California, and its successors or assigns, or any other bank or trust company which may at any time be substituted in its place as provided in the Bond Indenture and any successor thereto.

“Undeveloped Property” shall have the meaning set forth in the Rate and Method of Apportionment of Special Taxes.

“Value of Developed Property” means for all Assessor’s Parcels of Developed Property which are subject to the levy of the Special Taxes and not delinquent in the payment of any Special Taxes then due and owing, either (a) the Fair Market Value, as of the date of the appraisal described below, of such Assessor’s Parcels of Developed Property, as estimated by an appraiser, who shall be a State of California certified general real estate appraiser selected and employed by the District, in an appraisal performed within ninety (90) days preceding the date of such determination based upon a methodology of valuation consistent with the City’s policy for appraisals for community facilities districts, provided that, if deemed appropriate by the Appraiser, a mass appraisal methodology may be applied when valuing some or all of the Developed Property; or (b) the full cash value of any or all of such Assessor’s Parcels of Developed Property, including with respect to such Assessor’s Parcels the value of the improvements thereon, as set forth on the last equalized assessment roll of the County Assessor of the County of San Diego.

“Value of District Property” means for all parcels of property in the District which are subject to the levy of the Special Taxes and not delinquent in the payment of any Special Taxes then due and owing, either (a) the Fair Market Value, as of the date of the appraisal described below, of such Assessor’s Parcels, as estimated by an appraiser, who shall be a State of California certified general real estate appraiser selected and employed by the District, in an appraisal performed within ninety (90) days preceding the date of such determination based upon a methodology of valuation consistent with the City’s policy for appraisals for community facilities districts, provided that a mass appraisal methodology may be applied when valuing Developed Property; or (b) the full cash value of any or all of such Assessor’s Parcels, including with respect to such Assessor’s Parcels the value of the improvements thereon, as set forth on the last equalized assessment roll of the County Assessor of the County of San Diego.

“Value of Undeveloped Property” means for all Assessor’s Parcels of Undeveloped Property which are subject to the levy of the Special Taxes and not delinquent in the payment of any Special Taxes then due and owing, either (a) the Fair Market Value, as of the date of the appraisal provided for below of such Assessor’s Parcels of Undeveloped Property, as estimated by an appraiser, who shall be a State of California certified general real estate appraiser selected and employed by the District, in an appraisal performed within ninety (90) days preceding the date of such determination based upon a methodology of valuation consistent with the City’s policy for appraisals for community facilities districts; or (b) the full cash value of any or all of such Assessor’s Parcels of Undeveloped Property, including with respect to such Assessor’s Parcels the value of the improvements thereon, as set forth on the last equalized assessment roll of the County Assessor of the County of San Diego.

BOND TERMS

Type and Nature of Bonds and Parity Bonds. Neither the faith and credit nor the taxing power of the City, the State of California, or any political subdivision thereof other than the District is pledged to the payment of the Bonds or any Parity Bonds. Except for the Net Taxes, no other taxes are pledged to the payment of the Bonds or any Parity Bonds. The Bonds and any Parity Bonds are not general or special obligations of the City nor general obligations of the District, but are limited obligations of the District payable solely from certain amounts deposited by the District in the Special Tax Fund (exclusive of the Administrative Expense Account), as more fully described in the Bond Indenture. The District’s limited obligation to pay the principal of, premium, if any, and interest on the Bonds and any Parity Bonds from amounts in the Special Tax Fund (exclusive of the Administrative Expense Account) is absolute and unconditional, free of deductions and without any abatement, offset, recoupment, diminution or set-off whatsoever. No Owner of the Bonds or any Parity Bonds may compel the exercise of the taxing power by the District (except as pertains to the Special Taxes) or the City or the forfeiture of any of their property. The principal of and interest on the Bonds and any Parity Bonds and premiums upon the redemption thereof, if any, are not a debt of the City, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory limitation or

restriction. The Bonds and any Parity Bonds are not a legal or equitable pledge, charge, lien, or encumbrance upon any of the District's property, or upon any of its income, receipts or revenues, except the Net Taxes and other amounts in the Special Tax Fund (exclusive of the Administrative Expense Account) which are, under the terms of the Bond Indenture and the Act, set aside for the payment of the Bonds, any Parity Bonds and interest thereon and neither the members of the legislative body of the District or the City Council of the City nor any persons executing the Bonds or any Parity Bonds, are liable personally on the Bonds or any Parity Bonds, by reason of their issuance.

Notwithstanding anything to the contrary contained in the Bond Indenture, the District shall not be required to advance any money derived from any source of income other than the Net Taxes for the payment of the interest on or the principal of the Bonds or any Parity Bonds, or for the performance of any covenants contained therein. The District may, however, advance funds for any such purpose, provided that such funds are derived from a source legally available for such purpose.

Equality of Bonds and Parity Bonds and Pledge of Net Taxes. Pursuant to the Act and the Bond Indenture, the Bonds and any Parity Bonds shall be equally payable from the Net Taxes and other amounts in the Special Tax Fund (exclusive of the Administrative Expense Account), without priority for number, date of the Bonds or Parity Bonds, date of sale, date of execution, or date of delivery, and the payment of the interest on and principal of the Bonds and any Parity Bonds and any premiums upon the redemption thereof, shall be exclusively paid from the Net Taxes and other amounts in the Special Tax Fund (exclusive of the Administrative Expense Account), which are pledged and set aside for the payment of the Bonds and any Parity Bonds. Amounts in the Special Tax Fund (other than the Administrative Expense Account therein) shall constitute a trust fund held for the benefit of the Owners to be applied to the payment of the interest on and principal of the Bonds and any Parity Bonds and so long as any of the Bonds and any Parity Bonds or interest thereon remain Outstanding shall not be used for any other purpose, except as permitted by the Bond Indenture or any Supplemental Indenture. Notwithstanding any provision contained in the Bond Indenture to the contrary, Net Taxes deposited in the Rebate Fund and the Surplus Fund shall no longer be considered to be pledged to the Bonds or any Parity Bonds, and none of the Rebate Fund, the Surplus Fund, the Acquisition and Construction Fund or the Administrative Expense Account of the Special Tax Fund shall be construed as a trust fund held for the benefit of the Owners.

Nothing in the Bond Indenture or any Supplemental Indenture shall preclude: (i) subject to the limitations contained under the Bond Indenture, the redemption prior to maturity of any Bonds or Parity Bonds subject to call and redemption and payment of said Bonds or Parity Bonds from proceeds of refunding bonds issued under the Act or under any other law of the State of California; or (ii) the issuance, subject to the limitations contained in the Bond Indenture, of Parity Bonds which shall be payable from Net Taxes.

Mutilated, Lost, Destroyed or Stolen Bonds or Parity Bonds. If any Bond or Parity Bond shall become mutilated, the District shall execute, and the Trustee shall authenticate and deliver, a new Bond or Parity Bond of like tenor, date, issue and maturity in exchange and substitution for the Bond or Parity Bond so mutilated, but only upon surrender to the Trustee of the Bond or Parity Bond so mutilated. Every mutilated Bond or Parity Bond so surrendered to the Trustee shall be cancelled by the Trustee pursuant to the Bond Indenture. If any Bond or Parity Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence is satisfactory to the Trustee and, if any indemnity satisfactory to the Trustee shall be given, the District shall execute and the Trustee shall authenticate and deliver, a new Bond or Parity Bond, as applicable, of like tenor, maturity and issue, numbered and dated as the Trustee shall determine in lieu of and in substitution for the Bond or Parity Bond so lost, destroyed or stolen. Any Bond or Parity Bond issued in lieu of any Bond or Parity Bond alleged to be mutilated, lost, destroyed or stolen, shall be equally and proportionately entitled to the benefits of the Bond Indenture with all other Bonds and Parity Bonds issued under the Bond Indenture. The Trustee shall not treat both the original Bond or Parity Bond and any replacement Bond or Parity Bond as being Outstanding for the purpose of determining the principal amount of Bonds or Parity Bonds which may be executed, authenticated and delivered under the Bond Indenture or for the purpose of determining any percentage of Bonds or Parity Bonds Outstanding under

the Bond Indenture, but both the original and replacement Bond or Parity Bond shall be treated as one and the same. Notwithstanding any other provision of this paragraph, in lieu of delivering a new Bond or Parity Bond which has been mutilated, lost, destroyed or stolen, and which has matured, the Trustee may make payment with respect to such Bonds or Parity Bonds.

Validity of Bonds and Parity Bonds. The validity of the authorization and issuance of the Bonds and any Parity Bonds shall not be affected in any way by any defect in any proceedings taken by the District for the financing of the Project, or by the invalidity, in whole or in part, of any contracts made by the District in connection therewith, and shall not be dependent upon the completion of the financing of the Project or upon the performance by any Person of his obligation with respect to the Project, and the recital contained in the Bonds or any Parity Bonds that the same are issued pursuant to the Act and other applicable laws of the State shall be conclusive evidence of their validity and of the regularity of their issuance.

Transfers Outside Book-Entry System. In the event (a) the Depository determines not to continue to act as securities depository for the Bonds; or (b) the District determines that the Depository shall no longer so act, then the District will discontinue the book-entry system with the Depository. If an Authorized Representative of the District fails to identify another qualified securities depository to replace the Depository then the Bonds so designated shall no longer be restricted to being registered in the registration books kept by the Trustee in the name of the Nominee, but shall be registered in whatever name or names Persons transferring or exchanging Bonds shall designate, in accordance with the provisions of the Bond Indenture.

Payments to the Nominee. Notwithstanding any other provisions of the Bond Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal, premium, if any, and interest due with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

CREATION OF FUNDS AND APPLICATION OF PROCEEDS

Creation of Funds; Application of Proceeds. The following funds and accounts are created and established and shall be maintained by the Trustee:

(a) The Community Facilities District No. 3 Special Tax Fund (the "Special Tax Fund") (in which there shall be established and created an Interest Account a Principal Account, a Redemption Account, a Reserve Account and an Administrative Expense Account).

(b) The Community Facilities District No. 3 Rebate Fund (the "Rebate Fund") (in which there shall be established a Rebate Account and an Alternative Penalty Account).

(c) The Community Facilities District No. 3 Acquisition and Construction Fund (the "Acquisition and Construction Fund") (in which there shall be established a Costs of Issuance Account and a Project Account).

(d) The Community Facilities District No. 3 Surplus Fund (the "Surplus Fund").

The amounts on deposit in the foregoing funds, accounts and subaccounts shall be held by the Trustee and the Trustee shall invest and disburse the amounts in such funds, accounts and subaccounts in accordance with the provisions of the Bond Indenture and shall disburse investment earnings thereon in accordance with the provisions of the Bond Indenture.

In connection with the issuance of any Parity Bonds, the Trustee, at the direction of an Authorized Representative of the City, may create new funds, accounts or subaccounts, or may create additional accounts

and subaccounts within any of the foregoing funds and accounts for the purpose of separately accounting for the proceeds of the Bonds and any Parity Bonds.

The proceeds of the sale of the Bonds shall be received by the Trustee on behalf of the District and deposited and transferred as set forth in the Bond Indenture.

Deposits to and Disbursements from Special Tax Fund.

(a) Except for the portion of any Prepayment to be deposited to the Redemption Account as specified in a Certificate of an Authorized Representative, the Trustee shall, on each date on which the Special Taxes are received from the District, deposit the Special Taxes in the Special Tax Fund to be held in trust for the Owners, other than as to amounts transferred to the Administrative Expense Account, the Rebate Fund and the Surplus Fund. The Trustee shall transfer the Special Taxes on deposit in the Special Tax Fund on the dates and in the amounts set forth in the following, in the following order of priority, to:

- (1) the Administrative Expense Account of the Special Tax Fund;
- (2) the Interest Account of the Special Tax Fund;
- (3) the Principal Account of the Special Tax Fund;
- (4) the Redemption Account of the Special Tax Fund;
- (5) the Reserve Account of the Special Tax Fund;
- (6) the Rebate Fund; and
- (7) the Surplus Fund.

(b) At maturity of all of the Bonds and Parity Bonds and, after all principal and interest then due on the Bonds and Parity Bonds then Outstanding has been paid or provided for and any amounts owed to the Trustee have been paid in full, moneys in the Special Tax Fund and any accounts in the Bond Indenture may be used by the District for any lawful purpose.

Administrative Expense Account of the Special Tax Fund. The Trustee shall transfer from the Special Tax Fund and deposit in the Administrative Expense Account of the Special Tax Fund from time to time amounts necessary to make timely payment of Administrative Expenses as set forth in a Certificate of an Authorized Representative of the District; provided, however, that, except as set forth in the following sentence, the total amount transferred in a Bond Year shall not exceed the Administrative Expenses Cap until such time as there has been deposited to the Interest Account and the Principal Account an amount, together with any amounts already on deposit in the Bond Indenture, that is sufficient to pay the interest and principal on all Bonds and Parity Bonds due in such Bond Year and to restore the Reserve Account to the Reserve Requirement. Notwithstanding the foregoing, amounts in excess of the Administrative Expenses Cap may be transferred to the Administrative Expense Account to the extent necessary to collect delinquent Special Taxes. Moneys in the Administrative Expense Account of the Special Tax Fund may be invested in any Authorized Investments as directed in writing by an Authorized Representative of the District and shall be disbursed as directed in a Certificate of an Authorized Representative.

Interest Account and Principal Account of the Special Tax Fund. The principal of and interest due on the Bonds and any Parity Bonds until maturity, other than principal due upon redemption, shall be paid by the Trustee from the Principal Account and the Interest Account of the Special Tax Fund, respectively. For the purpose of assuring that the payment of principal of and interest on the Bonds and any Parity Bonds will be made when due, after making the transfer required by the Bond Indenture, at least one Business Day prior to

each March 1 and September 1, the Trustee shall make the following transfers from the Special Tax Fund first to the Interest Account and then to the Principal Account; provided, however, that to the extent that deposits have been made in the Interest Account or the Principal Account from the proceeds of the sale of an issue of the Bonds, any Parity Bonds, or otherwise, the transfer from the Special Tax Fund need not be made; and provided, further, that, if amounts in the Special Tax Fund (exclusive of the Reserve Account) are inadequate to make the foregoing transfers, then any deficiency shall be made up by transfers from the Reserve Account:

(a) To the Interest Account, an amount such that the balance in the Interest Account one Business Day prior to each Interest Payment Date shall be equal to the installment of interest due on the Bonds and any Parity Bonds on said Interest Payment Date and any installment of interest due on a previous Interest Payment Date which remains unpaid. Moneys in the Interest Account shall be used for the payment of interest on the Bonds and any Parity Bonds as the same become due.

(b) To the Principal Account, an amount such that the balance in the Principal Account one Business Day prior to September 1 of each year, commencing September 1, 2008, shall equal the principal payment due on the Bonds and any Parity Bonds maturing on such September 1 and any principal payment due on a previous September 1 which remains unpaid. Moneys in the Principal Account shall be used for the payment of the principal of such Bonds and any Parity Bonds as the same become due at maturity.

Redemption Account of the Special Tax Fund.

(a) With respect to each September 1 on which a Sinking Fund Payment is due, after the deposits have been made to the Administrative Expense Account, the Interest Account and the Principal Account of the Special Tax Fund as required by the Bond Indenture, the Trustee shall next transfer into the Redemption Account of the Special Tax Fund from the Special Tax Fund the amount needed to make the balance in the Redemption Account one Business Day prior to each September 1 equal to the Sinking Fund Payment due on any Outstanding Bonds and Parity Bonds on such September 1; provided, however, that, if amounts in the Special Tax Fund are inadequate to make the foregoing transfers, then any deficiency shall be made up by an immediate transfer from the Reserve Account pursuant to the Bond Indenture. Moneys so deposited in the Redemption Account shall be used and applied by the Trustee to call and redeem Term Bonds in accordance with the Sinking Fund Payment schedules set forth in the Bond Indenture, and to redeem Parity Bonds in accordance with any Sinking Fund Payment schedule in the Supplemental Indenture for such Parity Bonds.

(b) After making the deposits to the Administrative Expense Account, the Interest Account and the Principal Account of the Special Tax Fund and to the Redemption Account for Sinking Fund Payments then due pursuant to the preceding paragraph, and in accordance with the District's election to call Bonds for optional redemption as set forth in the Bond Indenture, or to call Parity Bonds for optional redemption as set forth in any Supplemental Indenture for Parity Bonds, the Trustee shall transfer from the Special Tax Fund and deposit in the Redemption Account moneys available for the purpose and sufficient to pay the principal and the premiums, if any, payable on the Bonds or Parity Bonds called for optional redemption; provided, however, that amounts in the Special Tax Fund (other than the Administrative Expense Account in the Bond Indenture) may be applied to optionally redeem Bonds and Parity Bonds only if immediately following such redemption the amount in the Reserve Account will equal the Reserve Requirement.

(c) Prepayments deposited to the Redemption Account shall be applied on the redemption date established pursuant to the Bond Indenture for the use of such Prepayments to the payment of the principal of, premium, and interest on the Bonds and Parity Bonds to be redeemed with such Prepayments.

(d) Moneys set aside in the Redemption Account shall be used solely for the purpose of redeeming Bonds and Parity Bonds and shall be applied on or after the redemption date to the payment of principal of and premium, if any, on the Bonds or Parity Bonds to be redeemed upon presentation and

surrender of such Bonds or Parity Bonds and in the case of an optional redemption or an extraordinary redemption from Prepayments to pay the interest thereon; provided, however, that in lieu or partially in lieu of such call and redemption, moneys deposited in the Redemption Account may be used to purchase Outstanding Bonds or Parity Bonds in the manner provided in the Bond Indenture. Purchases of Outstanding Bonds or Parity Bonds may be made by the District at public or private sale as and when and at such prices as the District may in its discretion determine but only at prices (including brokerage or other expenses) not more than par plus accrued interest, plus, in the case of moneys set aside for an optional redemption or an extraordinary redemption, the premium applicable at the next following call date according to the premium schedule established pursuant to the Bond Indenture, or in the case of Parity Bonds the premium established in any Supplemental Indenture. Any accrued interest payable upon the purchase of Bonds or Parity Bonds may be paid from the amount reserved in the Interest Account of the Special Tax Fund for the payment of interest on the next following Interest Payment Date.

Reserve Account of the Special Tax Fund. There shall be maintained in the Reserve Account of the Special Tax Fund an amount equal to the Reserve Requirement. The amounts in the Reserve Account shall be applied as follows:

(a) Moneys in the Reserve Account shall be used solely for the purpose of paying the principal of, including Sinking Fund Payments, and interest on the Bonds and any Parity Bonds when due in the event that the moneys in the Interest Account and the Principal Account of the Special Tax Fund are insufficient therefor or moneys in the Redemption Account of the Special Tax Fund are insufficient to make a Sinking Fund Payment when due and for the purpose of making any required transfer to the Rebate Fund upon written direction from the District. If the amounts in the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund are insufficient to pay the principal of, including Sinking Fund Payments, or interest on the Bonds or Parity Bonds when due, or amounts in the Special Tax Fund are insufficient to make transfers to the Rebate Fund when required, the Trustee shall withdraw from the Reserve Account for deposit in the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund or the Rebate Fund, as applicable, moneys necessary for such purposes.

(b) Whenever moneys are withdrawn from the Reserve Account, after making the required transfers to the Administrative Expense Account, the Interest Account, the Principal Account and the Redemption Account, the Trustee shall transfer to the Reserve Account from available moneys in the Special Tax Fund, or from any other legally available funds which the District elects to apply to such purpose, the amount needed to restore the amount of such Reserve Account to the Reserve Requirement. Moneys in the Special Tax Fund shall be deemed available for transfer to the Reserve Account only if the Trustee determines that such amounts will not be needed to make the deposits required to be made to the Administrative Expense Account, the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund on or before the next September 1. If amounts in the Special Tax Fund together with any other amounts transferred to replenish the Reserve Account are inadequate to restore the Reserve Account to the Reserve Requirement, then the District shall include the amount necessary fully to restore the Reserve Account to the Reserve Requirement in the next annual Special Tax levy to the extent of the maximum permitted Special Tax rates.

(c) In connection with an optional or extraordinary redemption of Bonds pursuant the Bond Indenture or Parity Bonds in accordance with any Supplemental Indenture, or a partial defeasance of Bonds in accordance with the Bond Indenture, or Parity Bonds, amounts in the Reserve Account may be applied to such redemption or partial defeasance so long as the amount on deposit in the Reserve Account following such redemption or partial defeasance equals the Reserve Requirement. The District shall set forth in a Certificate of an Authorized Representative the amount in the Reserve Account to be transferred to the Redemption Account on a redemption date or to be transferred pursuant to the Bond Indenture to partially defease Bonds, and the Trustee shall make such transfer on the applicable redemption or defeasance date, subject to the limitation in the preceding sentence.

(d) To the extent that the Reserve Account is at the Reserve Requirement as of the first day of the final Bond Year for the Bonds or an issue of Parity Bonds, amounts in the Reserve Account may be applied to pay the principal of and interest due on the Bonds and Parity Bonds, as applicable, in the final Bond Year for such issue. Moneys in the Reserve Account in excess of the Reserve Requirement not transferred in accordance with the preceding provisions of the Bond Indenture shall be withdrawn from the Reserve Account on the Business Day before each March 1 and September 1 and shall be transferred for deposit in the Project Account of the Acquisition and Construction Fund until all amounts have been disbursed from the Acquisition and Construction Fund, and the Trustee has received a Certificate of an Authorized Representative of the District pursuant to the Bond Indenture, and thereafter to the Interest Account of the Special Tax Fund.

Rebate Fund. The Trustee shall establish and maintain a fund separate from any other fund established and maintained under the Bond Indenture designated as the Rebate Fund and shall establish a separate Rebate Account and Alternative Penalty Account in the Bond Indenture. All money at any time deposited in the Rebate Account or the Alternative Penalty Account of the Rebate Fund shall be held by the Trustee in trust, for payment to the United States Treasury. A separate subaccount of the Rebate Account and the Alternate Penalty Account shall be established for the Bonds and each issue of Parity Bonds the interest on which is excluded from gross income for federal income tax purposes. All amounts on deposit in the Rebate Fund with respect to the Bonds or an issue of Parity Bonds shall be governed by the Bond Indenture and the Tax Certificate for such issue, unless the District obtains an opinion of Bond Counsel that the exclusion from *gross income for federal income tax purposes of interest payments on the Bonds and Parity Bonds will not be adversely affected* if such requirements are not satisfied.

Surplus Fund. After making the transfers required by the Bond Indenture, as soon as practicable after each September 1, and in any event prior to each October 1, the Trustee shall transfer all remaining amounts in the Special Tax Fund to the Surplus Fund, unless on or prior to such date it has received a Certificate of an Authorized Representative directing, (a) that certain amounts be retained in the Special Tax Fund because the District has included such amounts as being available in the Special Tax Fund in calculating the amount of the levy of Special Taxes for such Fiscal Year pursuant to the Bond Indenture; or (b) that certain amounts be transferred to the Project Account of the Acquisition and Construction Fund because such amounts were included in the levy of Special Taxes for the previous Fiscal Year to pay for the acquisition or construction of the Project; provided, however, that, if a transfer is made to the Project Account and unexpended proceeds of the Bonds or an issue of Parity Bonds remain in the Project Account, the Trustee shall establish a Subaccount of the Project Account for amounts transferred from the Surplus Fund. Moneys deposited in the Surplus Fund will be transferred by the Trustee at the direction of an Authorized Representative of the District (i) to the Interest Account, the Principal Account or the Redemption Account of the Special Tax Fund to pay the principal of, including Sinking Fund Payments, premium, if any, and interest on the Bonds and any Parity Bonds when due in the event that moneys in the Special Tax Fund and the Reserve Account of the Special Tax Fund are insufficient therefor; (ii) to the Reserve Account in order to replenish the Reserve Account to the Reserve Requirement; (iii) to the Administrative Expense Account of the Special Tax Fund to pay Administrative Expenses to the extent that the amounts on deposit in the Administrative Expense Account of the Special Tax Fund are insufficient to pay Administrative Expenses; (iv) to the Project Account of the Acquisition and Construction Fund to pay Project Costs; or (v) for any other *lawful purpose of the District*.

The amounts in the Surplus Fund are not pledged to the repayment of the Bonds or the Parity Bonds and may be used by the District for any lawful purpose. In the event that the District reasonably expects to use any portion of the moneys in the Surplus Fund to pay debt service on any Outstanding Bonds or Parity Bonds, the District will notify the Trustee in a Certificate of an Authorized Representative and the Trustee will segregate such amount into a separate subaccount and the moneys on deposit in such subaccount of the Surplus Fund shall be invested at the written direction of the District in Authorized Investments the interest on which is excludable from gross income under the Code (other than bonds the interest on which is a tax preference item for purposes of computing the alternative minimum tax of individuals and corporations under the Code) or in Authorized Investments at a yield not in excess of the yield on the issue of Bonds or Parity Bonds to which

such amounts are to be applied, unless, in the opinion of Bond Counsel, investment at a higher yield will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or any Parity Bonds which were issued on a tax-exempt basis for federal income tax purposes.

Acquisition and Construction Fund.

(a) The moneys in the Costs of Issuance Account of the Acquisition and Construction Fund shall be disbursed by the Trustee pursuant to a Certificate of an Authorized Representative of the District. On the earlier of six months after the Delivery Date, or the date of receipt by the Trustee of written direction by an Authorized Representative of the District, any balance remaining in the Cost of Issuance Account shall be transferred for deposit in the Project Account.

(b) The Trustee shall hold the moneys in the Project Account of the Acquisition and Construction Fund and shall apply such moneys to pay the Project Costs. Amounts for Project Costs shall be disbursed by the Trustee on behalf of the District from the Project Account of the Acquisition and Construction Fund as specified in a Request for Disbursement of Project Costs, substantially in the form of attached to the Bond Indenture, which must be submitted by an Authorized Representative of the District to the Trustee in connection with each requested disbursement.

(c) Upon receipt of a Certificate of an Authorized Representative of the District stating that all or a specified portion of the amount remaining in the Acquisition and Construction Fund is no longer needed to pay Project Costs, the District shall transfer all or such specified portion, as applicable, of the moneys remaining on deposit in the Project Account to the Principal Account or Redemption Account of the Special Tax Fund or to the Surplus Fund, as directed in the Certificate, provided that in connection with any direction to transfer amounts to the Surplus Fund there shall have been delivered to the Trustee with such Certificate an opinion of Bond Counsel to the effect that such transfer to the Surplus Fund will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or any Parity Bonds which were issued on a tax-exempt basis for federal income tax purposes.

Investments. Moneys held in any of the Funds, Accounts and Subaccounts under the Bond Indenture shall be invested at the written direction of an Authorized Representative of the District in accordance with the limitations set forth below only in Authorized Investments which shall be deemed at all times to be a part of such Funds, Accounts and Subaccounts. Any loss resulting from such Authorized Investments shall be credited or charged to the Fund, Account or Subaccount from which such investment was made, and any investment earnings on a Fund, Account or Subaccount shall be applied as follows: (i) investment earnings on all amounts deposited in the Acquisition and Construction Fund, the Special Tax Fund, the Surplus Fund and the Rebate Fund and each Account therein (other than the Reserve Account of the Special Tax Fund) shall be deposited in those respective Funds and Accounts, and (ii) investment earnings on all amounts deposited in the Reserve Account shall be applied as set forth in the Bond Indenture. Moneys in the Funds, Accounts and Subaccounts held under the Bond Indenture may be invested by the Trustee as directed in writing by the District, from time to time, in Authorized Investments subject to the following restrictions:

(a) Moneys in the Acquisition and Construction Fund shall be invested in the Authorized Investments which will by their terms mature, or in the case of an Investment Agreement are available for withdrawal without penalty, as close as practicable to the date the District estimates the moneys represented by the particular investment will be needed for withdrawal from the Acquisition and Construction Fund. Notwithstanding anything in the Bond Indenture to the contrary, amounts in the Acquisition and Construction Fund three years after the Delivery Date for the Bonds, and the proceeds of each issue of Parity Bonds issued on a tax-exempt basis which are remaining on deposit in the Acquisition and Construction Fund on the date which is three years following the Delivery Date of such issue of Parity Bonds, shall be invested by the District only in Authorized Investments, the interest on which is excluded from gross income under Section 103 of the Code (other than bonds the interest on which is a tax preference item for purposes of computing the alternative minimum tax of individuals and corporations under the Code), or in Authorized Investments at a yield not in

excess of the yield on the issue of Bonds or Parity Bonds from which such proceeds were derived; unless in the opinion of Bond Counsel such restriction is not necessary to prevent interest on the Bonds or any Parity Bonds which were issued on a tax-exempt basis for federal income tax purposes from being included in gross income for federal income tax purposes.

(b) Moneys in the Interest Account, the Principal Account and the Redemption Account of the Special Tax Fund shall be invested only in Authorized Investments which will by their terms mature, or in the case of an Investment Agreement are available for withdrawal without penalty, on such dates so as to ensure the payment of principal of, premium, if any, and interest on the Bonds and any Parity Bonds as the same become due.

(c) Monies in the Reserve Account of the Special Tax Fund may be invested only in Authorized Investments which, taken together, have a weighted average maturity not in excess of five years; provided that such amounts may be invested in an Investment Agreement to the later of the final maturity of the Bonds or any Parity Bonds so long as such amounts may be withdrawn at any time, without penalty, for application in accordance with the Bond Indenture; and provided that no such Authorized Investment of amounts in the Reserve Account allocable to the Bonds or an issue of Parity Bonds shall mature later than the respective final maturity date of the Bonds or the issue of Parity Bonds, as applicable.

(d) Moneys in the Rebate Fund shall be invested only in Authorized Investments of the type described in clause (a) of the definition thereof which by their terms will mature, as nearly as practicable, on the dates such amounts are needed to be paid to the United States Government or in Authorized Investments of the type described in clause (d) of the definition thereof.

(e) In the absence of written investment directions from the District, the Trustee shall invest solely in Authorized Investments specified in clause (d) or (m) of the definition thereof.

The Trustee shall sell, or present for redemption, any Authorized Investment whenever it may be necessary to do so in order to provide moneys to meet any payment or transfer to the Funds and Accounts established under the Bond Indenture or from such Funds and Accounts. For the purpose of determining at any given time the balance in any such Funds and Accounts, any such investments constituting a part of such Funds and Accounts shall be valued at their cost, except that amounts in the Reserve Account shall be valued at the market value thereof at least semiannually on or before each Interest Payment Date. In making any valuations under the Bond Indenture, the Trustee may utilize such computerized securities pricing services as may be available to it, including, without limitation, those available through its regular accounting system, and conclusively rely thereon. Notwithstanding anything in the Bond Indenture to the contrary, the Trustee shall not be responsible for any loss from investments, sales or transfers undertaken in accordance with the provisions of the Bond Indenture.

The Trustee or an affiliate may act as principal or agent in the making or disposing of any investment and shall be entitled to its customary fee for such investment. The Trustee may sell at the best market price obtainable, or present for redemption, any Authorized Investment 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 Authorized Investment is credited, and, subject to the provisions of the Bond Indenture, the Trustee shall not be liable or responsible for any loss resulting from such investment. For investment purposes, the Trustee may commingle the Funds and Accounts established under the Bond Indenture, but shall account for each separately.

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

COVENANTS AND WARRANTY

Warranty. The District shall preserve and protect the security pledged under the Bond Indenture to the Bonds and any Parity Bonds against all claims and demands of all persons.

Covenants. So long as any of the Bonds or Parity Bonds issued under the Bond Indenture are Outstanding and unpaid, the District has made the following covenants with the Bondowners under the provisions of the Act and the Bond Indenture (to be performed by the District or its proper officers, agents or employees), which covenants are necessary and desirable to secure the Bonds and Parity Bonds and tend to make them more marketable; provided, however, that said covenants do not require the District to expend any funds or moneys other than the Special Taxes and other amounts deposited to the Special Tax Fund:

Punctual Payment; Against Encumbrances. The District has covenanted that it will receive all Special Taxes in trust for the Owners and will deposit all Special Taxes with the Trustee promptly following their apportionment to the District, and the District shall have no beneficial right or interest in the amounts so deposited except as provided by the Bond Indenture. All such Special Taxes shall be disbursed, allocated and applied solely to the uses and purposes set forth in the Bond Indenture, and shall be accounted for separately and apart from all other money, funds, accounts or other resources of the District.

The District has covenanted that it will duly and punctually pay or cause to be paid the principal of and interest on every Bond and Parity Bond issued under the Bond Indenture, together with the premium, if any, thereon on the date, at the place and in the manner set forth in the Bonds and the Parity Bonds and in accordance with the Bond Indenture to the extent that Net Taxes and other amounts pledged under the Bond Indenture are available therefor, and that the payments into the Funds and Accounts created under the Bond Indenture will be made, all in strict conformity with the terms of the Bonds, any Parity Bonds, and the Bond Indenture, and that it will faithfully observe and perform all of the conditions, covenants and requirements of the Bond Indenture and all Supplemental Indentures and of the Bonds and any Parity Bonds issued under the Bond Indenture.

The District will not mortgage or otherwise encumber, pledge or place any charge upon any of the Net Taxes except as provided in the Bond Indenture, and will not issue any obligation or security having a lien or charge upon the Net Taxes superior to or on a parity with the Bonds, other than Parity Bonds. Nothing in the Bond Indenture shall prevent the District from issuing or incurring indebtedness which is payable from a pledge of Net Taxes which is subordinate in all respects to the pledge of Net Taxes to repay the Bonds and the Parity Bonds.

Levy of Special Tax. So long as any Bonds or Parity Bonds issued under the Bond Indenture are Outstanding, the legislative body of the District covenants to levy the Special Tax up to the maximum permitted rate as specified in the Rate and Method of Apportionment of Special Taxes in an amount sufficient, together with other amounts on deposit in the Special Tax Fund and available for such purpose, to pay (i) the principal of and interest on the Bonds and any Parity Bonds when due; (ii) the Administrative Expenses; and (iii) any amounts required to replenish the Reserve Account of the Special Tax Fund to the Reserve Requirement. The District has further covenanted that it will take no actions that would discontinue or cause the discontinuance of the Special Tax levy or the District's authority to levy the Special Tax for so long as the Bonds and any Parity Bonds are Outstanding.

Commence Foreclosure Proceedings. The District has covenanted for the benefit of the Owners of the Bonds and any Parity Bonds that it (i) will commence judicial foreclosure proceedings against Assessor's Parcels with delinquent Special Taxes in excess of \$10,000 by the October 1 following the close of each Fiscal Year in which such Special Taxes were due; and (ii) will commence judicial foreclosure proceedings against all Assessor's Parcels with delinquent Special Taxes by the October 1 following the close of each Fiscal Year in which it receives Special Taxes in an amount which is less than 95% of the total Special Tax levied and the

amount on deposit in the Reserve Account is at less than the Reserve Requirement; and (iii) will diligently pursue such foreclosure proceedings until the delinquent Special Taxes are paid.

The District has covenanted that it will deposit the net proceeds of any foreclosure in the Special Tax Fund (other than penalty and interest proceeds relating to any such delinquency) and will apply such proceeds remaining after the payment of Administrative Expenses to make payments of principal and interest on the Bonds and any Parity Bonds then due and owing and to bring the amount on deposit in the Reserve Account up to the Reserve Requirement.

Payment of Claims. The District will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the Net Taxes or other funds in the Special Tax Fund (other than the Administrative Expense Account therein) or which might impair the security of the Bonds or any Parity Bonds then Outstanding; provided, however, that nothing contained in the Bond Indenture shall require the District to make any such payments so long as the District in good faith shall contest the validity of any such claims.

Books and Accounts. The District will keep proper books of records and accounts, separate from all other records and accounts of the District, in which complete and correct entries shall be made of all transactions relating to the Project, the levy of the Special Tax and the deposits to the Special Tax Fund. Such books of records and accounts shall at all times during business hours be subject to the inspection of the Trustee or of the Owners of not less than 10% of the principal amount of the Bonds or the Owners of not less than 10% of any issue of Parity Bonds then Outstanding or their representatives authorized in writing.

Federal Tax Covenants. Notwithstanding any other provision of the Bond Indenture, and absent an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bonds and any Parity Bonds issued on a tax-exempt basis for federal income tax purposes will not be adversely affected, the District has covenanted to comply with all applicable requirements of the Code necessary to preserve such exclusion from gross income and specifically covenants, without limiting the generality of the foregoing, as follows:

(a) Private Activity. The District will take no action or refrain from taking any action or make any use of the proceeds of the Bonds or any Parity Bonds or of any other monies or property which would cause the Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be "private activity bonds" within the meaning of Section 141 of the Code.

(b) Arbitrage. The District will make no use of the proceeds of the Bonds or any Parity Bonds or of any other amounts or property, regardless of the source, or take any action or refrain from taking any action which will cause the Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be "arbitrage bonds" within the meaning of Section 148 of the Code.

(c) Federal Guaranty. The District will make no use of the proceeds of the Bonds or any Parity Bonds or take or omit to take any action that would cause the Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

(d) Information Reporting. The District will take or cause to be taken all necessary action to comply with the informational reporting requirement of Section 149(e) of the Code.

(e) Hedge Bonds. The District will make no use of the proceeds of the Bonds or any Parity Bonds or any other amounts or property, regardless of the source, or take any action or refrain from taking any action that would cause the Bonds or any Parity Bonds issued on a tax-exempt basis for federal income tax purposes to be considered "hedge bonds" within the meaning of Section 149(g) of the Code unless the District takes all necessary action to assure compliance with the requirements Section 149(g) of the Code to

maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds and any applicable Parity Bonds,

(f) Miscellaneous. The District will take no action or refrain from taking any action inconsistent with its expectations stated in the Tax Certificate executed on the Delivery Date by the District in connection with the Bonds and any issue of Parity Bonds and will comply with the covenants and requirements stated in the Bond Indenture and incorporated by reference in the Bond Indenture.

(g) Other Tax Exempt Issues. The District will not use proceeds of other tax exempt securities to redeem any Bonds or Parity Bonds without first obtaining the written opinion of Bond Counsel that doing so will not impair the exclusion from gross income for federal income tax purposes of interest on the Bonds and any Parity Bonds issued on a tax-exempt basis.

(h) Subsequent Opinions. If the District obtains a subsequent opinion of Bond Counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation ("SYCR"), where such opinion is required in connection with a change or amendment to the Bond Indenture or the procedures set forth in the Tax Certificate, it will obtain an opinion substantially to the effect originally delivered by SYCR that interest on the Bonds is excluded from gross income for federal income tax purposes.

Reduction of Maximum Special Taxes. The District has covenanted, that it shall not initiate proceedings to reduce the maximum Special Tax rates for the District, unless, in connection therewith, (i) the District receives a certificate from one or more Independent Financial Consultants which, when taken together, certify that, on the basis of the parcels of land and improvements existing in the District as of the July 1 preceding the reduction, the maximum amount of the Special Tax which may be levied on then existing Developed Property (as defined in the Rate and Method of Apportionment of Special Taxes then in effect each of Improvement Area No. 1 and Improvement Area No. 2 of the District) in each Bond Year for any Bonds and Parity Bonds Outstanding and expected to be issued in the future will equal at least 110% of the sum of the estimated Administrative Expenses and gross debt service in each Bond Year on all Bonds and Parity Bonds to remain Outstanding and any Parity Bonds expected to be issued after the reduction is approved; (ii) the District finds that any reduction made under such conditions will not adversely affect the interests of the Owners of the Bonds and Parity Bonds; and (iii) the District is not delinquent in the payment of the principal of or interest on the Bonds or any Parity Bonds. For purposes of estimating Administrative Expenses for the foregoing calculation, the Independent Financial Consultants shall compute the Administrative Expenses for the current Fiscal Year and escalate that amount by 2% in each subsequent Fiscal Year through Fiscal Year 2013-14.

Covenants to Defend. The District has covenanted that, in the event that any initiative is adopted by the qualified electors in the District which purports to reduce the maximum Special Tax below the levels specified in the Bond Indenture or to limit the power of the District to levy the Special Taxes for the purposes set forth in the Bond Indenture, it will commence and pursue legal action in order to preserve its ability to comply with such covenants.

Limitation on Right to Tender Bonds. The District has covenanted that it will not adopt any policy pursuant to Section 53341.1 of the Act permitting the tender of Bonds or Parity Bonds in full payment or partial payment of any Special Taxes unless the District shall have first received a certificate from an Independent Financial Consultant that the acceptance of such a tender will not result in the District having insufficient Special Tax revenues to pay the principal of and interest on the Bonds and Parity Bonds when due.

AMENDMENTS TO INDENTURE

Supplemental Indentures or Orders Not Requiring Bondowner Consent. The District may from time to time, and at any time, without notice to or consent of any of the Bondowners, adopt Supplemental Indentures for any of the following purposes:

(a) to cure any ambiguity, to correct or supplement any provisions in the Bond Indenture which may be inconsistent with any other provision in the Bond Indenture, or to make any other provision with respect to matters or questions arising under the Bond Indenture or in any Supplemental Indenture, additional resolution or order, provided that such action is not materially adverse to the interests of the Bondowners;

(b) to add to the covenants and agreements of and the limitations and the restrictions upon the District contained in the Bond Indenture, other covenants, agreements, limitations and restrictions to be observed by the District which are not contrary to or inconsistent with the Bond Indenture as theretofore in effect or which further secure Bond or Parity Bond payments;

(c) to provide for the issuance of any Parity Bonds, and to provide the terms and conditions under which such Parity Bonds may be issued, subject to and in accordance with the provisions of the Bond Indenture;

(d) to modify, amend or supplement the Bond Indenture in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute in effect, or to comply with the Code or regulations issued under the Bond Indenture, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and which shall not materially adversely affect the interests of the Owners of the Bonds or any Parity Bonds then Outstanding;

(e) to modify, alter or amend the Rate and Method of Apportionment of the Special Taxes in any manner so long as such changes do not reduce the maximum Special Taxes that may be levied in each year on property within the District to an amount which is less than that required by the Bond Indenture; or

(f) to modify, alter, amend or supplement the Bond Indenture in any other respect which is not materially adverse to the Bondowners.

Supplemental Indentures or Orders Requiring Bondowner Consent. Exclusive of the Supplemental Indentures described in the Bond Indenture, the Owners of not less than a majority in aggregate principal amount of the Bonds and Parity Bonds Outstanding shall have the right to consent to and approve the adoption by the District of such Supplemental Indentures as shall be deemed necessary or desirable by the District for the purpose of waiving, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Bond Indenture; provided, however, that nothing in the Bond Indenture shall permit, or be construed as permitting; (i) an extension of the maturity date of the principal, or the payment date of interest on, any Bond or Parity Bond; (ii) a reduction in the principal amount of, or redemption premium on, any Bond or Parity Bond or the rate of interest thereon; (iii) a preference or priority of any Bond or Parity Bond over any other Bond or Parity Bond; or (iv) a reduction in the aggregate principal amount of the Bonds and Parity Bonds the Owners of which are required to consent to such Supplemental Indenture, without the consent of the Owners of all Bonds and Parity Bonds then Outstanding.

If at any time the District shall desire to adopt a Supplemental Indenture, which pursuant to the terms of the Bond Indenture shall require the consent of the Bondowners, the District shall so notify the Trustee and shall deliver to the Trustee a copy of the proposed Supplemental Indenture. The Trustee shall, at the expense of the District, cause notice of the proposed Supplemental Indenture to be mailed, by first class mail, postage prepaid, to all Bondowners at their addresses as they appear in the Bond Register. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that a copy thereof is on file at the office of the Trustee for inspection by all Bondowners. The failure of any Bondowners to receive such notice shall not affect the validity of such Supplemental Indenture when consented to and approved by the Owners of not less than a majority in aggregate principal amount of the Bonds and Parity Bonds Outstanding as required by the Bond Indenture. Whenever at any time within one year after the date of the first mailing of such notice, the Trustee shall receive an instrument or instruments purporting to be executed by the Owners of not less than a majority in aggregate principal amount of the Bonds and Parity Bonds Outstanding, which instrument or

instruments shall refer to the proposed Supplemental Indenture described in such notice, and shall specifically consent to and approve the adoption thereof by the District substantially in the form of the copy referred to in such notice as on file with the Trustee, such proposed Supplemental Indenture, when duly adopted by the District, shall thereafter become a part of the proceedings for the issuance of the Bonds and any Parity Bonds. In determining whether the Owners of a majority of the aggregate principal amount of the Bonds and Parity Bonds have consented to the adoption of any Supplemental Indenture, provisions of the Bond Indenture shall apply.

Upon the adoption of any Supplemental Indenture and the receipt of consent to any such Supplemental Indenture from the Owners of not less than a majority in aggregate principal amount of the Outstanding Bonds and Parity Bonds in instances where such consent is required pursuant to the provisions of the Bond Indenture, the Bond Indenture shall be, and shall be deemed to be, modified and amended in accordance therewith, and the respective rights, duties and obligations under the Bond Indenture of the District and all Owners of Outstanding Bonds and Parity Bonds shall thereafter be determined, exercised and enforced under the Bond Indenture, subject in all respects to such modifications and amendments.

Notation of Bonds or Parity Bonds; Delivery of Amended Bonds or Parity Bonds. After the effective date of any action taken as provided in the Bond Indenture, the District may determine that the Bonds or any Parity Bonds may bear a notation, by endorsement in form approved by the District, as to such action, and in that case upon demand of the Owner of any Outstanding Bond or Parity Bond at such effective date and presentation of his Bond or Parity Bond for the purpose at the office of the Trustee or at such additional offices as the Trustee may select and designate for that purpose, a suitable notation as to such action shall be made on such Bonds or Parity Bonds. If the District shall so determine, new Bonds or Parity Bonds so modified as, in the opinion of the District, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Owner of any Outstanding Bond or Parity Bond at such effective date such new Bonds or Parity Bonds shall be exchanged at the office of the Trustee or at such additional offices as the Trustee may select and designate for that purpose, without cost to each Owner of Outstanding Bonds or Parity Bonds, upon surrender of such Outstanding Bonds or Parity Bonds.

TRUSTEE

Appointment and Powers of Trustee. Wells Fargo Bank, National Association shall be the Trustee for the Bonds and any Parity Bonds unless and until another Trustee is appointed by the District under the Bond Indenture. The District may, at any time, appoint a successor Trustee satisfying the requirements of the Bond Indenture for the purpose of receiving all money which the District is required to deposit with the Trustee under the Bond Indenture and to allocate, use and apply the same as provided in the Bond Indenture.

The Trustee is authorized to and shall mail by first class mail, postage prepaid, or wire transfer in accordance with the Bond Indenture, interest payments to the Bondowners, to select Bonds and Parity Bonds for redemption, and to maintain the Bond Register. The Trustee is authorized to pay the principal of and premium, if any, on the Bonds and Parity Bonds when the same are duly presented to it for payment at maturity or on call and redemption, to provide for the registration of transfer and exchange of Bonds and Parity Bonds presented to it for such purposes, to provide for the cancellation of Bonds and Parity Bonds all as provided in the Bond Indenture, and to provide for the authentication of Bonds and Parity Bonds, and shall perform all other duties assigned to or imposed on it as provided in the Bond Indenture. The Trustee shall keep accurate records of all funds administered by it and all Bonds and Parity Bonds paid, discharged and cancelled by it.

The Trustee is authorized to redeem the Bonds and Parity Bonds when duly presented for payment at maturity, or on redemption prior to maturity. The Trustee shall cancel all Bonds and Parity Bonds upon payment thereof in accordance with the provisions of the Bond Indenture.

The District shall indemnify and save the Trustee, its officers, directors, employees and agents, harmless against costs, claims, expenses and liabilities, including, without limitation, fees and expenses of its attorneys, not arising from its own negligence or willful misconduct which it may incur in the exercise and performance of its powers and duties under the Bond Indenture. The foregoing obligation of the District to indemnify the Trustee shall survive the removal or resignation of the Trustee or the discharge of the Bonds.

Removal of Trustee. The District may at any time at its sole discretion remove the Trustee initially appointed, and any successor thereto, by delivering to the Trustee a written notice of its decision to remove the Trustee and may appoint a successor or successors thereto; provided that any such successor shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least \$100,000,000, and subject to supervision or examination by federal or state authority. Any removal shall become effective only upon acceptance of appointment by the successor Trustee. If any bank or trust company appointed as a successor publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of the Bond Indenture the combined capital and surplus of such bank 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. Any removal of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee and notice being sent by the successor Trustee to the Bondowners of the successor Trustee's identity and address.

Resignation of Trustee. The Trustee may at any time resign by giving written notice to the District and by giving to the Owners notice of such resignation, which notice shall be mailed to the Owners at their addresses appearing in the registration books in the office of the Trustee. Upon receiving such notice of resignation, the District shall promptly appoint a successor Trustee satisfying the criteria in the Bond Indenture by an instrument in writing. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee.

Liability of Trustee. The recitals of fact and all promises, covenants and agreements contained in the Bond Indenture and in the Bonds and any Parity Bonds shall be taken as statements, promises, covenants and agreements of the District, and the Trustee assumes no responsibility for the correctness of the same and makes no representations as to the validity or sufficiency of the Bond Indenture, the Bonds or any Parity Bonds, and shall incur no responsibility in respect thereof, other than in connection with its duties or obligations specifically set forth in the Bond Indenture, in the Bonds and any Parity Bonds, or in the certificate of authentication assigned to or imposed upon the Trustee. The Trustee shall not be liable in connection with the performance of its duties under the Bond Indenture, except for its own negligence or willful misconduct.

The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, Bond, Parity Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel to the District, 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 under the Bond Indenture in good faith and in accordance therewith.

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

Whenever in the administration of its duties under the Bond Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under the Bond Indenture, such matter (unless other evidence in respect thereof be in the Bond Indenture specifically prescribed) may, in the absence of bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a written certificate of the District, and such certificate shall be full warrant to the Trustee for any action taken or suffered under the provisions of the Bond Indenture upon the faith thereof, but in its

discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

The Trustee shall have no duty or obligation whatsoever to enforce the collection of Special Taxes or other funds to be deposited with it under the Bond Indenture, or as to the correctness of any amounts received, but its liability shall be limited to the proper accounting for such funds as it shall actually receive. No provision in the Bond Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties under the Bond Indenture, or in the exercise of its rights or powers.

The Trustee shall not be deemed to have knowledge of any default or event of default until an officer at the Trustee's corporate trust office responsible for the administration of its duties under the Bond Indenture shall have actual knowledge thereof or the Trustee shall have received written notice thereof at its corporate trust office.

Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Trustee without the execution or filing of any paper or further act, anything in the Bond Indenture to the contrary notwithstanding. The Trustee shall provide written notice to the District in advance of any such merger, conversion or consolidation.

Fees of the Trustee. The Trustee shall receive as compensation for its services under the Bond Indenture such fees as set forth on the fee schedule, and the Trustee shall be entitled to be reimbursed by the District for its other reasonable expenses under the Bond Indenture, including the reasonable compensation, expenses and disbursements of such agents, representatives, experts and counsel as the Trustee may employ in connection with the exercise and performance of its rights and its duties under the Bond Indenture. All such fees and reimbursements shall be paid solely from amounts held in the Administrative Expense Account, pursuant to a Certificate of an Authorized Representative.

EVENTS OF DEFAULT; REMEDIES

Events of Default. Any one or more of the following events shall constitute an "event of default":

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

(b) default in the due and punctual payment of the interest on any Bond or Parity Bond when and as the same shall become due and payable; or

(c) except as described in (a) or (b), default shall be made by the District in the observance of any of the agreements, conditions or covenants on its part contained in the Bond Indenture, the Bonds or any Parity Bonds, and such default shall have continued for a period of 30 days after the District shall have been given notice in writing of such default by the Trustee or the Owners of 25% in aggregate principal amount of the Outstanding Bonds and Parity Bonds.

The Trustee has agreed to give notice to the Owners as soon as practicable upon the occurrence of an Event of Default under (a) or (b) above and within 30 days of the Trustee's knowledge of an event of default under (c) above.

Remedies of Owners. Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy at law or in equity to enforce the payment of the principal of, premium, if any, and interest on

the Outstanding Bonds and Parity Bonds, and to enforce any rights of the Trustee under or with respect to the Bond Indenture, including:

(a) by mandamus or other suit or proceeding at law or in equity to enforce its rights against the District and any of the members, officers and employees of the District, and to compel the District or any such members, officers or employees to perform and carry out their duties under the Act and their agreements with the Owners as provided in the Bond Indenture;

(b) by suit in equity to enjoin any actions or things which are unlawful or violate the rights of the Owners; or

(c) by a suit in equity to require the District and its members, officers and employees to account as the trustee of an express trust.

If an Event of Default shall have occurred and be continuing and if requested so to do by the Owners of at least 25% in aggregate principal amount of Outstanding Bonds and Parity Bonds and if indemnified to its satisfaction, the Trustee shall be obligated to exercise one or more of the rights and powers conferred by the Bond Indenture, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Owners of the Bonds and Parity Bonds.

No remedy conferred in the Bond Indenture upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given under the Bond Indenture or now or later existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law.

Application of Revenues and Other Funds After Default. All amounts received by the Trustee pursuant to any right given or action taken by the Trustee under the provisions of the Bond Indenture relating to the Bonds and Parity Bonds shall be applied by the Trustee in the following order upon presentation of the several Bonds and Parity Bonds:

First, to the payment of the fees, costs and expenses of the Trustee in declaring such Event of Default and in carrying out the provisions of the Bond Indenture, including reasonable compensation to its agents, attorneys and counsel, and to the payment of all other outstanding fees and expenses of the Trustee; and

Second, to the payment of the whole amount of interest on and principal of the Bonds and Parity Bonds then due and unpaid, with interest on overdue installments of principal and interest to the extent permitted by law at the net effective rate of interest then borne by the Outstanding Bonds and Parity Bonds; provided, however, that in the event such amounts shall be insufficient to pay the full amount of such interest and principal, then such amounts shall be applied in the following order of priority:

(1) first to the payment of all installments of interest on the Bonds and Parity Bonds then due and unpaid on a pro rata basis based on the total amount then due and owing,

(2) second, to the payment of all installments of principal, including Sinking Fund Payments, of the Bonds and Parity Bonds then due and unpaid on a pro rata basis based on the total amount then due and owing, and

(3) third, to the payment of interest on overdue installments of principal and interest on the Bonds and Parity Bonds on a pro rata basis based on the total amount then due and owing.

Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties under

the Bond Indenture, whether upon its own discretion or upon the request of the Owners of 25% in aggregate principal amount of the Bonds and Parity Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds and Parity Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in aggregate principal amount of the Outstanding Bonds and Parity Bonds under the Bond Indenture opposing such discontinuance, withdrawal, compromise, settlement or other such litigation. Any suit, action or proceeding which any Owner of Bonds or Parity Bonds shall have the right to bring to enforce any right or remedy under the Bond Indenture may be brought by the Trustee for the equal benefit and protection of all Owners of Bonds and Parity Bonds similarly situated and the Trustee has been appointed (and the successive respective Owners of the Bonds and Parity Bonds issued under the Bond Indenture, by taking and holding the same, shall be conclusively deemed so to have appointed it) the true and lawful attorney in fact of the respective Owners of the Bonds and Parity Bonds for the purposes of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the respective Owners of the Bonds and Parity Bonds as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact.

Appointment of Receivers. Upon the occurrence of an Event of Default under the Bond Indenture, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Owners of the Bonds and Parity Bonds under the Bond Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Net Taxes and other amounts pledged under the Bond Indenture, pending such proceedings, with such powers as the court making appointment shall confer.

Non-Waiver. Nothing in the Bond Indenture, or in the Bonds or the Parity Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the interest on and principal of the Bonds and Parity Bonds to the respective Owners of the Bonds and Parity Bonds at the respective dates of maturity, as provided in the Bond Indenture, out of the Net Taxes and other moneys pledged in the Bond Indenture for such payment.

A waiver of any default or breach of duty or contract by the Trustee or any Owners shall not affect any subsequent default or breach of duty or contract, or impair any rights or remedies on any such subsequent default or breach. No delay or omission of the Trustee or any Owner of any of the Bonds or Parity Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy conferred upon the Trustee or the Owners by the Act or by the Bond Indenture may be enforced and exercised from time to time and as often as shall be deemed expedient by the Trustee or the Owners, as the case may be.

Limitations on Rights and Remedies of Owners. No Owner of any Bond or Parity Bond issued under the Bond Indenture shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon the Bond Indenture, unless (a) such Owner shall have previously given to the Trustee written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds and Parity Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers granted in the Bond Indenture or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are declared, in every case, to be conditions precedent to the exercise by any Owner of Bonds and Parity Bonds of any remedy under the Bond Indenture; it being understood and intended that no one or more Owners of Bonds and Parity Bonds shall

have any right in any manner whatever by his or their action to enforce any right under the Bond Indenture, except in the manner provided in the Bond Indenture, and that all proceedings at law or in equity to enforce any provision of the Bond Indenture shall be instituted, had and maintained in the manner provided in the Bond Indenture and for the equal benefit of all Owners of the Outstanding Bonds and Parity Bonds.

The right of any Owner of any Bond and Parity Bond to receive payment of the principal of and interest and premium (if any) on such Bond and Parity Bond as provided in the Bond Indenture or to institute suit for the enforcement of any such payment, shall not be impaired or affected without the written consent of such Owner, notwithstanding any other provision of the Bond Indenture.

Termination of Proceedings. *In case the Trustee shall have proceeded to enforce any right under the Bond Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case, the District, the Trustee and the Owners shall be restored to their former positions and rights under the Bond Indenture, respectively, with regard to the property subject to the Bond Indenture, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.*

DEFEASANCE AND PARITY BONDS

Defeasance. If the District shall pay or cause to be paid, or there shall otherwise be paid, to the Owner of an Outstanding Bond or Parity Bond the interest due thereon and the principal thereof, at the times and in the manner stipulated in the Bond Indenture or any Supplemental Indenture, then the Owner of such Bond or Parity Bond shall cease to be entitled to the pledge of Net Taxes, and, other than as set forth below, all covenants, agreements and other obligations of the District to the Owner of such Bond or Parity Bond under the Bond Indenture and any Supplemental Indenture relating to such Parity Bond shall thereupon cease, terminate and become void and be discharged and satisfied.

Any Outstanding Bond or Parity Bond shall be deemed to have been paid within the meaning expressed in the preceding paragraph if such Bond or Parity Bond is paid in any one or more of the following ways:

(a) by paying or causing to be paid the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same become due and payable;

(b) by depositing with the Trustee, in trust, at or before maturity, money which, together with the amounts then on deposit in the Special Tax Fund (exclusive of the Administrative Expense Account) and available for such purpose, is fully sufficient to pay the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same shall become due and payable; or

(c) by depositing with the Trustee or another escrow bank appointed by the District, in trust, Defeasance Securities, in which the District may lawfully invest its money, in such amount as will be sufficient, together with the interest to accrue thereon and moneys then on deposit in the Special Tax Fund (exclusive of the Administrative Expense Account) and available for such purpose, together with the interest to accrue thereon, to pay and discharge the principal of, premium, if any, and interest on such Bond or Parity Bond, as and when the same shall become due and payable.

If paid as provided above, then, at the election of the District, and notwithstanding that any Outstanding Bonds and Parity Bonds shall not have been surrendered for payment, all obligations of the District under the Bond Indenture and any Supplemental Indenture with respect to such Bond or Parity Bond shall cease and terminate, except for the obligation of the Trustee to pay or cause to be paid to the Owners of any such Bond or Parity Bond not so surrendered and paid, all sums due thereon and except for the federal tax covenants of the District contained in the Bond Indenture or any covenants in a Supplemental Indenture relating to compliance with the Code. Notice of such election shall be filed with the Trustee not less than ten

days prior to the proposed defeasance date, or such shorter period of time as may be acceptable to the Trustee. In connection with a defeasance under (b) or (c) above, there shall be provided to the District a verification report from an independent nationally recognized certified public accountant stating its opinion as to the sufficiency of the moneys or securities deposited with the Trustee or the escrow bank to pay and discharge the principal of, premium, if any, and interest on all Outstanding Bonds and Parity Bonds to be defeased in accordance with the Bond Indenture, as and when the same shall become due and payable, and an opinion of Bond Counsel (which may rely upon the opinion of the certified public accountant) to the effect that the Bonds or Parity Bonds being defeased have been legally defeased in accordance with the Bond Indenture and any applicable Supplemental Indenture.

Upon a defeasance, the Trustee, upon request of the District, shall release the rights of the Owners of such Bonds and Parity Bonds which have been defeased under the Bond Indenture and any Supplemental Indenture and execute and deliver to the District all such instruments as may be desirable to evidence such release, discharge and satisfaction. In the case of a defeasance under the Bond Indenture of all Outstanding Bonds and Parity Bonds, the Trustee shall pay over or deliver to the District any funds held by the Trustee at the time of a defeasance, which are not required for the purpose of paying and discharging the principal of or interest on the Bonds and Parity Bonds when due. The Trustee shall, at the written direction of the District, mail, first class, postage prepaid, a notice to the Bondowners whose Bonds or Parity Bonds have been defeased, in the form directed by the District, stating that the defeasance has occurred.

Conditions for the Issuance of Parity Bonds and Other Additional Indebtedness. The District may at any time after the issuance and delivery of the Bonds under the Bond Indenture issue Parity Bonds payable from the Net Taxes and other amounts deposited in the Special Tax Fund (other than in the Administrative Expense Account in the Bond Indenture) and secured by a lien and charge upon such amounts equal to the lien and charge securing the Outstanding Bonds and any other Parity Bonds theretofore issued under the Bond Indenture or under any Supplemental Indenture; provided, however, that Parity Bonds may only be issued in accordance with the Bond Indenture. Parity Bonds may be issued subject to the following specific conditions, which are conditions precedent to the issuance of any such Parity Bonds:

(a) The District shall be in compliance with all covenants set forth in the Bond Indenture and any Supplemental Indenture then in effect and a certificate of the District to that effect shall have been filed with the Trustee; provided, however, that Parity Bonds may be issued notwithstanding that the District is not in compliance with all such covenants so long as immediately following the issuance of such Parity Bonds the District will be in compliance with all such covenants.

(b) The issuance of such Parity Bonds shall have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Parity Bonds shall have been provided for by a Supplemental Indenture duly adopted by the District which shall specify the following:

(i) the purpose for which such Parity Bonds are to be issued and the fund or funds into which the proceeds thereof are to be deposited, including payment of all costs and the funding of all reserves incidental to or connected with such issuance;

(ii) the authorized principal amount of such Parity Bonds;

(iii) the date and the maturity date or dates of such Parity Bonds; provided that (A) each maturity date shall fall on a September 1; (B) all such Parity Bonds of like maturity shall be identical in all respects, except as to number; and (C) fixed serial maturities or Sinking Fund Payments, or any combination thereof, shall be established to provide for the retirement of all such Parity Bonds on or before their respective maturity dates;

(iv) the description of the Parity Bonds, the place of payment thereof and the procedure for execution and authentication;

- (v) the denominations and method of numbering of such Parity Bonds;
- (vi) the amount and due date of each mandatory Sinking Fund Payment, if any, for such Parity Bonds;
- (vii) the amount, if any, to be deposited from the proceeds of such Parity Bonds in the Reserve Account of the Special Tax Fund to increase the amount in the Bond Indenture to the Reserve Requirement;
- (viii) *the form of such Parity Bonds; and*
- (ix) such other provisions as are necessary or appropriate and not inconsistent with the Bond Indenture.

(c) The District shall have received the following documents or money or securities, all of such documents dated or certified, as the case may be, as of the date of delivery of such Parity Bonds by the Trustee (unless the Trustee shall accept any of such documents bearing a prior date):

- (i) a certified copy of the Supplemental Indenture authorizing the issuance of such Parity Bonds;
- (ii) a written request of the District as to the delivery of such Parity Bonds;

(iii) an opinion of Bond Counsel and/or general counsel to the District to the effect that (A) the District has the right and power under the Act to adopt the Bond Indenture and the Supplemental Indentures relating to such Parity Bonds, and the Bond Indenture and all such Supplemental Indentures have been duly and lawfully adopted by the District, are in full force and effect and are valid and binding upon the District and enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights); (B) the Bond Indenture creates the valid pledge which it purports to create of the Net Taxes and other amounts as provided in the Bond Indenture, subject to the application thereof to the purposes and on the conditions permitted by the Bond Indenture; and (C) such Parity Bonds are valid and binding limited obligations of the District, enforceable in accordance with their terms (except as enforcement may be limited by bankruptcy, insolvency, reorganization and other similar laws relating to the enforcement of creditors' rights) and the terms of the Bond Indenture and all Supplemental Indentures thereto and are entitled to the benefits of the Bond Indenture and all such Supplemental Indentures, and such Parity Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and the Bond Indenture and all such Supplemental Indentures; and a further opinion of Bond Counsel to the effect that, assuming compliance by the District with certain tax covenants, the issuance of the Parity Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and any Parity Bonds theretofore issued on a tax-exempt basis, or the exemption from State of California personal income taxation of interest on any Outstanding Bonds and Parity Bonds theretofore issued;

(iv) a certificate of an Authorized Representative of the District containing such statements as may be reasonably necessary to show compliance with the requirements of the Bond Indenture;

(v) where the Parity Bonds are issued to refund the Bonds or other Parity Bonds, a certificate of an Independent Financial Consultant certifying that in each Bond Year, in which the Parity Bonds proposed to be issued will be Outstanding, the Annual Debt Service on the Bonds and Parity Bonds to remain Outstanding following the issuance of the Parity Bonds proposed to be issued is less than the Annual Debt Service on the Bonds and Parity Bonds Outstanding prior to the issuance of such Parity Bonds;

(vi) where the Parity Bonds are being issued other than to refund the Bonds or other Parity Bonds, a certificate of the Special Tax Consultant certifying that (A) the Maximum Special Taxes (as defined in the Rate and Method of Apportionment of Special Taxes) that may be levied in each Fiscal Year is not less than 110% of the sum of Annual Debt Service in the Bond Year that begins in such Fiscal Year and the Administrative Expenses Cap applicable in such Fiscal Year; (B) the Value of District Property is not less than four (4) times the sum of Direct Debt for District Property plus Overlapping Debt allocable to all property in the District subject to the Special Tax; and (C) if it is determined that the Direct Debt for Undeveloped Property is greater than zero (0), the Value of Undeveloped Property is at least three (3) times the sum of Direct Debt for Undeveloped Property plus Overlapping Debt for Undeveloped Property; and

(vii) such further documents, money and securities as are required by the provisions of the Bond Indenture and the Supplemental Indenture providing for the issuance of such Parity Bonds.

MISCELLANEOUS

Cancellation of Bonds and Parity Bonds. All Bonds and Parity Bonds surrendered to the Trustee for payment upon maturity or for redemption shall be upon payment therefor, and any Bond or Parity Bond purchased by the District as authorized in the Bond Indenture and delivered to the Trustee for such purpose shall be, cancelled forthwith and shall not be reissued. The Trustee shall destroy such Bonds and Parity Bonds, as provided by law, and, upon request of the District, furnish to the District a certificate of such destruction.

Unclaimed Moneys. Anything in the Bond Indenture to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of any of the Outstanding Bonds and Parity Bonds which remain unclaimed for two years after the date when such Outstanding Bonds or Parity Bonds have become due and payable, if such money was held by the Trustee at such date, or for two years after the date of deposit of such money if deposited with the Trustee after the date when such Outstanding Bonds or Parity Bonds become due and payable, shall be repaid by the Trustee to the District, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the District for the payment of such Outstanding Bonds or Parity Bonds; provided, however, that, before being required to make any such payment to the District, the Trustee at the expense of the District, shall cause to be mailed by first-class mail, postage prepaid, to the Registered Owners of such Outstanding Bonds or Parity Bonds at their addresses as they appear on the registration books of the Trustee a notice that said money remains unclaimed and that, after a date named in said notice, which date shall not be less than 30 days after the date of the mailing of such notice, the balance of such money then unclaimed will be returned to the District.

Provisions Constitute Contract. The provisions of the Bond Indenture shall constitute a contract between the District and the Bondowners and the provisions of the Bond Indenture shall be construed in accordance with the laws of the State of California. Nothing in the Bond Indenture, expressed or implied, is intended to give any other person other than the District, the Trustee and the Owners of the Bonds any right, remedy or claim under or by reason of the Bond Indenture.

In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and, should said suit, action or proceeding be abandoned, or be determined adversely to the Bondowners or the Trustee, then the District, the Trustee and the Bondowners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

After the issuance and delivery of the Bonds the Bond Indenture shall be irrevocable, but shall be subject to modifications to the extent and in the manner provided in the Bond Indenture, but to no greater extent and in no other manner.

Future Contracts. Nothing contained in the Bond Indenture shall be deemed to restrict or prohibit the District from making contracts or creating bonded or other indebtedness payable from a pledge of the Net Taxes which is subordinate to the pledge under the Bond Indenture, or which is payable from the general fund of the District or from taxes or any source other than the Net Taxes and other amounts pledged under the Bond Indenture.

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

Severability. If any covenant, agreement or provision, or any portion thereof, contained in the Bond Indenture, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of the Bond Indenture and the application of any such covenant, agreement or provision, or portion thereof, to other persons or circumstances, shall be deemed severable and shall not be affected thereby, and the Bond Indenture, the Bonds and any Parity Bonds issued pursuant to the Bond Indenture shall remain valid and the Bondowners shall retain all valid rights and benefits accorded to them under the laws of the State of California.

Payment Due on Other than a Business Day. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in the Bond Indenture, is not a Business Day, such payment, with no interest accruing for the period after such nominal date, may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in the Bond Indenture.

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 the Bond Indenture, Bonds which are owned or held by or for the account of the City or the District (but excluding Bonds held in any employees' or retirement fund) shall be disregarded and deemed not to be Outstanding for the purpose of any such determination, provided, however, that for the purpose of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver, only Bonds which the Trustee knows to be so owned or held shall be disregarded. Upon request, the District shall specify to the Trustee those Bonds disqualified pursuant to this paragraph.

Waiver of Certain Provisions. The legislative body of the District has authorized the provisions in the second paragraph of the section in the Bond Indenture entitled "Registration of Exchange or Transfer" to be waived as permitted therein with respect to transfers of the Bonds that comply with this paragraph. The provisions of such second shall no longer be applicable to the transfer of a Bond provided that in connection with the first transfer of such Bond following the issuance of the Bonds, the Owner of such Bond has executed and delivered to the District an Agreement Regarding Removal of Transfer Restrictions and has provided to the Trustee a written certificate as required by such agreement. Upon the surrender of a Bond by an Owner pursuant to the terms of such agreement, the Trustee shall register the transfer of such Bond to the purchaser designated by the Owner by removing the transfer legend on the face of the Bond.

Restriction on Issuance of Parity Bonds. The District has covenanted that, notwithstanding the provisions of the Bond Indenture, following the issuance of the Bonds, it will issue Parity Bonds only for the purpose of refunding all or a portion of the Bonds, the Bonds and other Parity Bonds issued for refunding purposes.

APPENDIX D

CONTINUING DISCLOSURE CERTIFICATE OF THE DISTRICT

This Continuing Disclosure Certificate dated as of April 1, 2008 (the "Disclosure Certificate") is executed and delivered by Community Facilities District No. 3 (Liberty Station) (the "Issuer") in connection with the issuance and delivery by the Issuer of its \$ _____ Liberty Station Special Tax Bonds Series A of 2008 (the "2008 Bonds"). The 2008 Bonds are being issued pursuant to a Bond Indenture, dated as of June 1, 2006 by and between the Issuer and Wells Fargo Bank, National Association, as trustee (the "Trustee"), as amended and supplemented by a First Supplemental Bond Indenture, dated as of April 1, 2008 (as amended, the "Bond Indenture"). The Issuer covenants as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer, for the benefit of the Owners and Beneficial Owners of the 2008 Bonds and in order to assist the Participating Underwriters in complying with the Rule (as defined below).

SECTION 2. Definitions. In addition to the definitions set forth in the Bond Indenture, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any 2008 Bonds (including persons holding 2008 Bonds through nominees, depositories or other intermediaries); or (b) is treated as the owner of any 2008 Bonds for federal income purposes.

"Central Post Office" means the DisclosureUSA website maintained by the Municipal Advisory Council of Texas or any successor thereto, or any other organization or method approved by the staff or members of the Securities and Exchange Commission as an intermediary through which issuers may, in compliance with the Rule, make filings required by this District Continuing Disclosure Agreement.

"City" shall mean the City of San Diego.

"Disclosure Representative" shall mean the Mayor, the Chief Operating Officer of the City or the Chief Financial Officer of the City, or their designees, or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean, initially, the Issuer, or any successor Dissemination Agent designated in writing by the Issuer which has filed with the then current Dissemination Agent a written acceptance of such designation.

"District" shall mean Community Facilities District No. 3 (Liberty Station) established by the City of San Diego.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"National Repository" shall mean any Nationally Recognized Municipal Securities Information Repository for purpose of the Rule.

"Official Statement" means the Official Statement for the 2008 Bonds dated _____, 2008.

“Participating Underwriters” shall mean Stone & Youngberg LLC and E. J. De La Rosa & Co., Inc.

“Rate and Method of Apportionment” means together, the Rate and Method of Apportionment of Special Taxes for the 2008 Bonds.

“Repository” shall mean each National Repository and each State Repository.

“Rule” shall mean 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.

“State Repository” shall mean any public or private repository or entity designated by the State of California as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Disclosure Certificate, there is no State Repository.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent by written direction to such Dissemination Agent to, not later than the April 1 after the end of the Issuer’s fiscal year (which currently ends on June 30), commencing with the report for the fiscal year ending June 30, 2008, provide to each Repository and the Participating Underwriters an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The Issuer’s fiscal year is currently effective from July 1 to the immediately succeeding June 30 of the following year. The Issuer will promptly notify each Repository or the Municipal Securities Rulemaking Board, and in either case the Dissemination Agent and the Participating Underwriters of a change in the fiscal year dates.

(b) In the event that the Dissemination Agent is an entity other than the Issuer, then the provisions of this Section 3(b) shall apply. Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to Repositories and the Participating Underwriters, the Issuer shall provide the Annual Report to the Dissemination Agent. If by fifteen (15) Business Days prior to the due date for an Annual Report the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer to determine if the Issuer will be filing the Annual Report in compliance with subsection (a). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon such certification of the Issuer and shall have no duty or obligation to review such Annual Report.

(c) If the Dissemination Agent is other than the Issuer and if the Dissemination Agent is unable to verify that an Annual Report has been provided to Repositories and the Participating Underwriters by the date required in subsection (a), the Dissemination Agent shall send a notice to each Repository and the Participating Underwriters, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Repository, if any; and

(ii) promptly after receipt of the Annual Report, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing all the Repositories to which it was provided.

(e) Any filing required under this Section 3 may be made through the Central Post Office.

SECTION 4. Content of Annual Reports.

(a) Financial Statements. The audited financial statements of the Issuer for the most recent fiscal year of the Issuer then ended shall be provided in the Annual Report. If the Issuer prepares audited financial statements and if the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the Issuer shall be audited by such auditor as shall then be required or permitted by State law or the Bond Indenture. Audited financial statements, if prepared by the Issuer, shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the Issuer may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the Issuer shall modify the basis upon which its financial statements are prepared, the Issuer shall provide the information referenced in Section 8(d) below.

(b) Financial and Operating Data. In addition to the financial statements, the Annual Report shall contain or incorporate by reference the following information:

(i) the principal amount of 2008 Bonds outstanding as of the September 2 preceding the filing of the Annual Report;

(ii) the balance in each fund under the Bond Indenture as of the September 2 preceding the filing of the Annual Report;

(iii) any changes to the Rate and Method of Apportionment of the Special Taxes approved or submitted to the qualified electors for approval prior to the filing of the Annual Report and a summary of the facts related to the collection of any Backup Special Tax and a description of any parcels for which the Special Taxes have been prepaid, including the amount prepaid, since the date of the last Annual Report;

(iv) a statement of the assessed value-to-lien ratio of all Developed Property within Improvement Area No. 1 upon which Special Taxes were most recently levied and the assessed value-to-lien ratio of all Developed Property and each parcel of Undeveloped Property within Improvement Area No. 2 upon which Special Taxes were most recently levied, in each case based on the most recent equalized Assessor's Roll;

(v) an update of Table 4A of the Official Statement entitled "Principal Taxpayers for Fiscal Year 2007-08" including a list of all taxpayers within the District which own property in the District upon which 5% or more of the total Special Taxes for the current fiscal year have been levied, and a statement as to whether any of such taxpayers is delinquent in the payment of Special Taxes;

(vi) any event known to the Issuer which results in a moratorium on future building within the District;

(vii) an update of Table 5 of the Official Statement entitled "Special Tax Delinquency History" including information for the five most recent fiscal years in which Special Taxes were levied;

(viii) any information not already included under (i) through (vii) above that the Issuer is required to file in its annual report to the California Debt and Investment Advisory Commission pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982, as amended.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause the Dissemination Agent to give, notice of the occurrence of any of the following events with respect to the 2008 Bonds, if material:

- (i) principal and interest payment delinquencies;
- (ii) an event of default under the Bond Indenture other than as described in (i) above;
- (iii) unscheduled draws on the Reserve Account reflecting financial difficulties;
- (iv) unscheduled draws on any credit enhancements securing the 2008 Bonds reflecting financial difficulties;
- (v) any change in the provider of any letter of credit or any municipal bond insurance policy securing the 2008 Bonds or any failure by the providers of such letters of credit or municipal bond insurance policies to perform on the letter of credit or municipal bond insurance policy;
- (vi) adverse tax opinions or events adversely affecting the tax-exempt status of the 2008 Bonds;
- (vii) modifications to the rights of Bond Owners;
- (viii) unscheduled redemption of any 2008 Bond;
- (ix) defeasances;
- (x) any release, substitution, or sale of property securing repayment of the 2008 Bonds;
- (xi) rating changes.

(b) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Issuer has determined that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws and if the Dissemination Agent is other than the Issuer, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (e).

(d) If in response to a request under subsection (b), the Issuer determines that the Listed Event would not be material under applicable federal securities laws and if the Dissemination Agent is other than the

Issuer, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (e).

(e) If the Issuer is acting as Dissemination Agent and determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Issuer shall promptly file a notice of such occurrence with (i) the Municipal Securities Rulemaking Board or (ii) each National Repository and, in either case, with the Participating Underwriters and each State Repository. If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with (i) the Municipal Securities Rulemaking Board or (ii) each National Repository, and in either case, with the Participating Underwriters and each State Repository. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(viii) and (ix) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Owners of affected 2008 Bonds pursuant to the Bond Indenture. In each case of the Listed Event, the Dissemination Agent shall not be obligated to file a notice as required in this subsection (e) prior to the occurrence of such Listed Event.

(f) The Issuer hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the Issuer and that the Trustee or the Dissemination Agent shall not be responsible for determining whether the Issuer's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

(g) Any filing required under this Section 5 may be made through the Central Post Office.

SECTION 6. Termination of Reporting Obligation. The obligations of the Issuer and the Dissemination Agent under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the 2008 Bonds. If such termination occurs prior to the final maturity of the 2008 Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the Issuer. The Dissemination Agent may resign by providing (i) thirty days written notice to the Issuer, and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment.

(a) This Disclosure Certificate may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (i) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby; (ii) this Disclosure Certificate as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Certificate, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; (iii) the Issuer shall have delivered to the Dissemination Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the same effect as set forth in clause (ii) above; (iv) the Issuer shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Issuer, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners; and (v) the Issuer shall have delivered copies of such opinion and amendment to each Repository and the Participating Underwriters.

(b) This Disclosure Certificate also may be amended by written agreement of the parties upon obtaining consent of Owners in the same manner as provided in the Bond Indenture for amendments to the Indenture with the consent of the Owners of the 2008 Bonds; provided that the conditions set forth in Section 8(a)(i), (ii), (iii) and (v) have been satisfied.

(c) To the extent any amendment to this Disclosure Certificate results in a change in the type of financial information or operating data provided pursuant to this Disclosure Certificate, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

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

SECTION 10. Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Certificate, any Owner or Beneficial Owner of the 2008 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer and/or the Dissemination Agent to comply with their respective obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Bond Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. Where an entity other than the Issuer is acting as the Dissemination Agent, the Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent and its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. Any Dissemination Agent other than the Issuer shall be paid (i) compensation by the Issuer for its services provided hereunder in accordance with a schedule of fees to be mutually agreed to; and (ii) all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the Issuer pursuant to this Disclosure Certificate. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the 2008 Bonds. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Certificate. The Dissemination Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Certificate.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Owners and Beneficial Owners from time to time of the 2008 Bonds, and shall create no rights in any other person or entity.

SECTION 13. Notices. Notices with respect to this Disclosure Certificate should be sent in writing to:

Disclosure Representative: City of San Diego
202 C Street
San Diego, California 92101
Attention: Debt Management Director

Participating Underwriters: Stone & Youngberg LLC
4350 La Jolla Village Drive, Suite 140
San Diego, California 92122
Attention: Municipal Securities

E. J. De La Rosa & Co., Inc.
10866 Wilshire Boulevard, Suite 1650
Los Angeles, California 90024
Attention: Municipal Securities

IN WITNESS WHEREOF, this Certificate is executed as of the date and year first set forth above.

COMMUNITY FACILITIES DISTRICT NO. 3
(LIBERTY STATION)

By: _____
Authorized Representative

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Community Facilities District No. 3 (Liberty Station)
Name of Bond Issue: \$_____ Community Facilities District No. 3 (Liberty Station) Special
Tax Bonds Series A of 2008
Date of Issuance: _____, 2008

NOTICE IS HEREBY GIVEN that Community Facilities District No. 3 (Liberty Station) (the "Issuer") has not provided an Annual Report with respect to the above-named 2008 Bonds as required by Section 3 of the Continuing Disclosure Certificate dated as of April 1, 2008. [The Issuer anticipates that the Annual Report will be filed by _____.]

Dated: _____

COMMUNITY FACILITIES DISTRICT NO. 3
(LIBERTY STATION), as Dissemination Agent

cc: Stone & Youngberg LLC
E. J. De La Rosa & Co., Inc.

APPENDIX E

CONTINUING DISCLOSURE AGREEMENT OF THE DEVELOPER

This Continuing Disclosure Agreement (the "Disclosure Agreement") dated as of April 1, 2008 is executed and delivered by McMillin-NTC, LLC, a Delaware limited liability company (the "Developer"), and Wells Fargo Bank, National Association, as trustee (the "Trustee") and as dissemination agent (the "Dissemination Agent"), in connection with the execution and delivery by Community Facilities District No. 3 (Liberty Station) (the "Issuer") of its \$ _____ Special Tax Bonds Series A of 2008 (the "2008 Bonds"). The 2008 Bonds are being executed and delivered pursuant to a Bond Indenture, dated as of June 1, 2006, by and between the Issuer and Wells Fargo Bank, National Association, as trustee (the "Trustee"), as amended and supplemented by a First Supplemental Bond Indenture, dated as of April 1, 2008 (as amended, the "Bond Indenture").

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Developer for the benefit of the Bondowners and Beneficial Owners and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). Pursuant to this Disclosure Agreement, the Developer agrees to provide the information required to be provided by the Developer hereunder at the time and in the manner required hereunder and as otherwise required to comply with the Rule as specified in a written opinion of counsel to the Participating Underwriters or a nationally recognized bond counsel.

SECTION 2. Definitions. In addition to the definitions set forth in the Bond Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Affiliate" shall mean, with respect to any Person, (a) each Person that, directly or indirectly, owns or controls, whether beneficially or as an agent, guardian or other fiduciary, twenty-five percent (25%) or more of any class of Equity Securities of such Person; (b) each Person that controls, is controlled by or is under common control with such Person; (c) each of such Person's executive officers, directors, and general partners; or (d) each Person that is, directly or indirectly, owned by McMillin Companies, LLC, a Delaware limited liability company. As of the date of this Disclosure Agreement, Affiliates of the Developer owning property or leasehold interests in property within the District include McMillin-NTC 193, LLC, McMillin-NTC Landing, LLC, Liberty Station-Harbor Retail, LLC, Liberty Station 210 Investors, LLC, Liberty Station 195 Historical Rehab, LLC, McMillin-NTC 901, LLC, McMillin-NTC 903/904, LLC, McMillin-NTC 905, LLC, and McMillin-NTC 906, LLC and Sail Ho Golf Course, LLC.

"Annual Report" shall mean any Annual Report provided by the Developer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Beneficial Owner" shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of the 2008 Bonds (including persons holding 2008 Bonds through nominees, depositories or other intermediaries).

"Bondowner" shall mean the person or persons in whose name or names any 2008 Bond is registered.

"Central Post Office" means the DisclosureUSA website maintained by the Municipal Advisory Council of Texas or any successor thereto, or any other organization or method approved by the staff or members of the Securities and Exchange Commission as an intermediary through which issuers may, in compliance with the Rule, make filings required by this District Continuing Disclosure Agreement.

“Disclosure Representative” shall mean such officer or employee of the Developer as the Developer shall designate in writing to the Dissemination Agent from time to time.

“Dissemination Agent” shall mean Wells Fargo Bank, National Association acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Developer and which has filed with the Developer and the City a written acceptance of such designation.

“District” shall mean Community Facilities District No. 3 (Liberty Station) established by the City of San Diego.

“Equity Securities” of any Person shall mean (a) all common stock, preferred stock, participations, shares, general partnership interests or other equity interests in and of such Person (regardless of how designated and whether or not voting or non-voting); and (b) all warrants, options and other rights to acquire any of the foregoing.

“Fiscal Year” shall mean the period beginning on July 1 of each year and ending on the next succeeding June 30.

“Government Authority” shall mean any national, state or local government, any political subdivision thereof, any department, agency, authority or bureau of any of the foregoing, or any other Person exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

“Listed Event” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“National Repository” shall mean any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule.

“Official Statement” shall mean the Official Statement, dated _____, 2008, relating to the 2008 Bonds.

“Parity Bonds” shall mean bonds of the Issuer issued under the Bond Indenture that are secured on a parity with the 2008 Bonds.

“Participating Underwriters” shall mean any of the original Underwriters of the 2008 Bonds required to comply with the Rule in connection with the offering of the 2008 Bonds.

“Person” shall mean any natural person, corporation, partnership, firm, association, Government Authority or any other Person whether acting in an individual fiduciary, or other capacity.

“Repository” shall mean each National Repository and the State Repository.

“Rule” shall mean 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.

“Semiannual Report” shall mean any report to be provided by the Developer on or prior to November 15 of each year pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“State” shall mean the State of California.

“State Repository” shall mean any public or private repository or entity designed by the State as a state repository for the purpose of the Rule and recognized as such by the Securities and Exchange Commission. As of the date of this Disclosure Agreement, there is no State Repository.

SECTION 3. Provision of Annual Reports.

(a) The Disclosure Representative shall, or upon its receipt of the Annual Report the Dissemination Agent shall, not later than May 15 of each year, commencing May 15, 2008, provide to each Repository, the Participating Underwriters and the Issuer an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement provided that the audited financial statements, if any, of the Developer may be submitted separately from the balance of the Annual Report and later than the date required for the filing of the Annual Report if they are not available by that date. In addition, the Developer shall, or upon its receipt of the Semiannual Report the Dissemination Agent shall, not later than November 15 of each year, commencing November 15, 2008, provide to each Repository, the Participating Underwriters and the District a Semiannual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement.

(b) Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report and Semiannual Report to Repositories, the Developer shall provide the Annual Report or the Semiannual Report, as applicable, to the Dissemination Agent or shall provide notification to the Dissemination Agent that the Disclosure Representative is preparing, or causing to be prepared, the Annual Report or the Semiannual Report, as applicable, and the date which the Annual Report or the Semiannual Report, as applicable, is expected to be available. If by such date, the Dissemination Agent has not received a copy of the Annual Report or the Semiannual Report, as applicable, or notification as described in the preceding sentence, the Dissemination Agent shall contact the Developer to determine if the Developer is in compliance with the requirements of this subsection (b).

(c) If the Dissemination Agent is unable to provide an Annual Report or Semiannual Report to Repositories by the date required in subsection (a) or to verify that an Annual Report or Semiannual Report has been provided to Repositories by the date required in subsection (a), the Dissemination Agent shall send a notice to each Repository in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report and the Semiannual Report the name and address of each National Repository and the State Repository, if any; and

(ii) file a report with the Disclosure Representative and the Issuer certifying that the Annual Report or the Semiannual Report, as applicable, has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

(e) Any filing required under this Section 3 may be made through the Central Post Office.

SECTION 4. Content of Annual Report and Semiannual Report.

(a) The Developer's Annual Report and Semiannual Report shall contain or include by reference the information which is available as of the date of the filing of the Annual Report or the Semiannual Report, as applicable, relating to the following:

(i) a discussion of the sources of funds to finance development of property owned or leased by the Developer and its Affiliates within the District, and whether any material defaults exist under any loan arrangement related to such financing;

(ii) a summary of development activity by the Developer and its Affiliates within the District, including: (a) the number of commercial parcels for which building permits have been issued and the square footage of improvements listed thereon; (b) the number of parcels for which land sales have closed, and, in the case of a purchase of a parcel by an entity other than the purchaser of a residential unit, the name of the purchaser of the parcel and the sales price; and (c) a description of any ground lease and/or operating agreements executed in connection with property owned or leased by the Developer and its Affiliates within the District;

(iii) status of any major governmentally-imposed preconditions for commencement or continuation of development of the parcels owned or leased by the Developer and its Affiliates within the District;

(iv) status of completion of the development being undertaken by the Developer and its Affiliates and any major legislative, administrative and judicial challenges known to the Developer adversely affecting the construction of the development as planned or the time for construction of any public or private improvements to be made by the Developer or any Affiliates within the District other than the public improvements described in (v) below (the "Landowner Improvements");

(v) status of completion of the public improvements to be acquired with proceeds of the 2008 Bonds (the "District Improvements") and a description of any major legislative, administrative and judicial challenges known to the Developer and materially affecting the construction of the District Improvements;

(vi) any significant amendments to land use entitlements with respect to parcels within the District owned or leased by the Developer and its Affiliates that are known to the Developer;

(vii) status of Special Tax payments on all parcels owned by the Developer and its Affiliates; and

(viii) in the Annual Report only and only if the Developer and its Affiliates, in the aggregate, own property upon which 20% or more of the Special Taxes have been levied in the Fiscal Year for which the Annual Report is being provided, the audited financial statements of the Developer, if any, for most recently completed fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to private entities from time to time by the Financial Accounting Standards Board.

(b) In the event that as a result of subsequent amendment of the Rule, interpretive releases, no-action letters or other official guidance from the Securities and Exchange Commission or its staff, the information required to satisfy the Rule shall differ from the information described above, the Developer shall provide to the Dissemination Agent such other information as is available to the Developer and not otherwise readily available to the District.

(c) Any and all of the items listed above may be included by specific reference to other documents, including official statements of debt issues which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Developer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section 5, the Developer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the 2008 Bonds, if material under paragraphs (b) and (c):

(i) failure to pay any real property taxes, special taxes or assessments levied within the District on a parcel owned by the Developer or any Affiliates;

(ii) damage to or destruction of any of the Landowner Improvements or the District Improvements which has a material adverse effect on the value of the parcels owned by the Developer or any Affiliates;

(iii) material default by the Developer or any Affiliate on any loan with respect to the construction or permanent financing of the Landowner Improvements;

(iv) material default by the Developer or any Affiliate on any loan secured by property within the District owned or leased by the Developer or any Affiliates;

(v) material payment default by the Developer or any Affiliate on any loan of the Developer or any Affiliate (whether or not such loan is secured by property in the District) which is beyond any applicable cure period in such loan;

(vi) the filing of any proceedings with respect to the Developer or any Affiliate, in which the Developer or any Affiliate, may be adjudicated as bankrupt or discharged from any or all of their respective debts or obligations or granted an extension of time to pay debts or a reorganization or readjustment of debts;

(vii) the filing of any lawsuit against the Developer or any of its Affiliates which, in the reasonable judgment of the Developer, will adversely affect the completion of the District Improvements, the Landowner Improvements or the development of parcels owned or leased by the Developer or its Affiliates within the District, or litigation which if decided against the Developer or any of its Affiliates, in the reasonable judgment of the Developer, would materially adversely affect the financial condition of the Developer or its Affiliates; and

(viii) A change in the identity of the manager of the Developer to an entity that is not an Affiliate of McMillin Companies, LLC, or McMillin Management Services, L.P.

(b) Whenever the Developer obtains knowledge of the occurrence of a Listed Event, the Developer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(c) If the Developer determines that knowledge of the occurrence of a Listed Event would be material under applicable federal securities laws, the Developer shall promptly file a notice of such occurrence with the Dissemination Agent which shall then distribute such notice to the Municipal Securities Rulemaking Board and each State Repository, with a copy to the Issuer.

SECTION 6. Termination of Reporting Obligation. The Developer' obligations under this Disclosure Agreement shall terminate upon the earliest of the following events:

(a) the legal defeasance, prior redemption or payment in full of all of the 2008 Bonds;

(b) the date on which all of the Special Taxes attributable to the parcels owned by the Developer and its Affiliates are paid or prepaid in full,

(c) if as of the date for filing the Annual Report or Semiannual Report the Developer and its Affiliates own or lease property within the District which is responsible, in the current Fiscal Year, for less than twenty percent (20%) of the Special Taxes levied in the Fiscal Year for which the Annual Report or Semiannual Report is being prepared and not less than 95% of the District Improvements to be acquired with proceeds of the 2008 Bonds have been acquired and completed,

(d) if, as of the date for filing the Annual Report or Semiannual Report (1) the Developer and its Affiliates own property within the District which is in the current Fiscal Year or would be in the next Fiscal Year responsible for between twenty percent (20%) and thirty-five percent (35%) of the Special Tax levied at the time for which the Annual Report or Semiannual Report is being prepared, (2) not less than 95% of the District Improvements to be acquired with proceeds of the Bonds have been acquired and completed, and (3) each building in the District owned by the Developer and its Affiliates and intended for lease has been, since completion of construction of such building, at least 80% occupied at one time or another; or

(e) upon the delivery by the Developer to the Issuer of an opinion of nationally recognized bond counsel to the effect that the information required by this Disclosure Agreement is no longer required. Such opinion shall be based on information publicly provided by the Securities and Exchange Commission or a private letter ruling obtained by the Developer or a private letter ruling obtained by a similar entity to the Developer. If such termination occurs prior to the final maturity of the 2008 Bonds, the Developer shall give notice of such termination in the same manner as for an Annual Report hereunder.

SECTION 7. Dissemination Agent. *The Developer 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. If the Dissemination Agent is not the Developer, the Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Developer pursuant to this Disclosure Agreement.*

SECTION 8. Amendment; Waiver. *Notwithstanding any other provision of this Disclosure Agreement, the Developer may amend this Disclosure Agreement, 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 Sections 3(a), 4 or 5, 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 2008 Bonds, or the type of business conducted;

(b) this Disclosure Agreement, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel addressed to the Issuer, the Trustee and the Participating Underwriters, have complied with the requirements of the Rule at the time of the original issuance of the 2008 Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances;

(c) the amendment or waiver either (i) is approved by the Bondowners in the same manner as provided in the Bond Indenture for amendments to the Bond Indenture with the consent of Bondowners, or (ii) does not, in the opinion of nationally recognized bond counsel addressed to the Issuer and the Trustee, materially impair the interests of the Bondowners or Beneficial Owners of the 2008 Bonds; and

(d) the Developer, or the Dissemination Agent, shall have delivered copies of the amendment and any opinions delivered under (b) and (c) above.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Developer shall describe such amendment in the next Annual Report or Semiannual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Developer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given to the Municipal Securities Rulemaking Board, the State Repository, if any, and the Repositories; and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison of financial data described in clause (ii) of the preceding sentence shall be provided at the time financial statements, if any, are filed under Section 4(a)(viii) hereof.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Developer 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, Semiannual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Developer choose to include any information in any Annual Report, Semiannual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Developer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Semiannual Report or notice of occurrence of a Listed Event.

The Developer acknowledge and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Developer, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the Developer under such laws.

SECTION 10. Default. In the event of a failure of the Developer to comply with any provision of this Disclosure Agreement, any Participating Underwriters or any Bondowner or Beneficial Owner of the 2008 Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Developer or the Dissemination Agent 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 Bond Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Developer to comply with this Disclosure Agreement shall be an action to compel performance. Neither the Dissemination Agent nor the Developer shall have any liability to the Bondowners or any other party for any monetary damages or financial liability of any kind arising from or relating to this Disclosure Agreement.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement and the Developer agree to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall not be deemed to be acting in any fiduciary capacity for the Developer, the Participating Underwriters, Bondowners or Beneficial Owners or any other party. The Dissemination Agent may rely and shall be protected in acting or refraining from acting upon a direction from the Developer or an opinion of nationally recognized bond counsel. The obligations of the Developer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the 2008 Bonds. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement.

The Dissemination Agent will not, without the Developer' prior written consent, settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action or proceeding in respect of which indemnification may be sought hereunder unless such settlement, compromise or consent includes an unconditional release of the Developer and its controlling persons from all liability arising out of such claim, action or proceedings. If a claim, action or proceeding is settled with the consent of the Developer or if there is a final judgment (other than a stipulated final judgment without the approval of the Developer) for the plaintiff in any such claim, action or proceeding, with or without the consent of the Developer, the Developer agree to indemnify and hold harmless the Dissemination Agent to the extent described herein.

SECTION 12. Reporting Obligation of Developer's Transferees. The Developer shall, in connection with any sale or transfer of ownership of land within the District to a person or entity other than an Affiliate which will result in the transferee (which term shall include any successors and assigns of the Developer) becoming responsible (i) for the payment of more than 20 percent of the Special Taxes levied on property within the District in the Fiscal Year following such transfer and (ii) for the construction and/or installation of some or all of the Landowner Improvements or the District Improvements, cause such transferee to enter into a disclosure agreement with terms substantially similar to the terms of this Disclosure Agreement, whereby such transferee agrees to be bound by the obligations of the Developer under this Disclosure Agreement as an additional obligated party, after which the Developer's obligations under this Disclosure Agreement assumed by such transferee shall terminate. Additionally, the Developer shall, in connection with any sale or transfer of ownership of land within the District to a person or entity other than an Affiliate which will result in the transferee becoming responsible for the payment of 20 percent or more of the Special Taxes levied on property within the District in the Fiscal Year following such transfer, but where the transferee is not responsible for the construction or installation of some or all of the Landowner Improvements or the District Improvements, cause such transferee to enter into a disclosure agreement with terms substantially similar to the terms of this Disclosure Agreement, whereby such transferee agrees to provide its audited financial statements, if any, and, as to the property owned by it, the information of the type described in Section 4(a)(ii), (iii), (vi) (vii) and (viii) and Section 5 of this Disclosure Agreement; provided that such transferee's obligations under such disclosure agreement shall terminate upon the land owned by the transferee becoming responsible for the payment of less than 20 percent of the annual Special Taxes.

SECTION 13. Developer as Independent Contractor. In performing under this Disclosure Agreement, it is understood that the Developer is not an agent of the District.

SECTION 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Developer, the District, the Dissemination Agent, the Participating Underwriters and Bondowners and Beneficial Owners from time to time of the 2008 Bonds, and shall create no rights in any other person or entity.

MCMILLIN-NTC, LLC, a Delaware limited liability company

By: _____
Its: Authorized Representative

WELLS FARGO BANK, NATIONAL ASSOCIATION as Dissemination Agent

By: _____
Authorized Officer

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of the Issuer: Community Facilities District No. 3 (Liberty Station)
Name of Bond Issue: Community Facilities District No. 3 (Liberty Station) Special Tax Bonds Series A of 2008
Date of Issuance: _____, 2008

NOTICE IS HEREBY GIVEN that McMillin-NTC, LLC and McMillin 903/904, LLC have not provided an [Annual Report or Semiannual Report] with respect to the above-named 2008 Bonds as required by the Continuing Disclosure Agreement of the Developer. [The Developer anticipates that such [Annual Report or Semiannual Report] will be filed not later than _____, ____.]

Dated: _____

WELLS FARGO BANK, NATIONAL ASSOCIATION as
Dissemination Agent

cc: City of San Diego

APPENDIX F

FORM OF OPINION OF BOND COUNSEL

[Closing Date]

Community Facilities District No. 3 (Liberty Station)
San Diego, California

Re: \$_____ Community Facilities District No. 3 (Liberty Station) Special Tax
Bonds Series A of 2008

Ladies and Gentlemen:

We have examined the Constitution and the laws of the State of California, a certified record of the proceedings of the City of San Diego taken in connection with the formation of Community Facilities District No. 3 (Liberty Station) (the "District") and the authorization and issuance of the District's Special Tax Bonds Series A of 2008 in the aggregate principal amount of \$_____ (the "2008 Bonds") and such other information and documents as we consider necessary to render this opinion. In rendering this opinion, we have relied upon certain representations of fact and certifications made by the District, the initial purchasers of the 2008 Bonds and others. We have not undertaken to verify through independent investigation the accuracy of the representations and certifications relied upon by us.

The 2008 Bonds have been issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (comprising Chapter 2.5 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California), and a Bond Indenture, dated as of June 1, 2006, by and between the Issuer and Wells Fargo Bank, National Association, as trustee (the "Trustee"), as amended and supplemented by a First Supplemental Bond Indenture, dated as of April 1, 2008 (as amended, the "Bond Indenture"). All capitalized terms not defined herein shall have the meaning set forth in the Bond Indenture.

The 2008 Bonds are dated their date of delivery and mature on the dates and in the amounts set forth in the Bond Indenture. The 2008 Bonds bear interest payable semiannually on each March 1 and September 1, commencing on September 1, 2008, at the rates per annum set forth in the Bond Indenture. The 2008 Bonds are registered 2008 Bonds in the form set forth in the Bond Indenture, redeemable in the amounts, at the times and in the manner provided for in the Bond Indenture.

Based upon our examination of the foregoing, and in reliance thereon and on all matters of fact as we deem relevant under the circumstances, and upon consideration of applicable laws, we are of the opinion that:

(1) The 2008 Bonds have been duly and validly authorized by the District and are legal, valid and binding limited obligations of the District, enforceable in accordance with their terms and the terms of the Bond Indenture, except as the same may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases, or by the limitations on legal remedies against public agencies in the State of California. The 2008 Bonds are limited obligations of the District but are not a debt of the City of San Diego, the State of California or any other political subdivision thereof within the meaning of any constitutional or statutory limitation, and, except for the Special Taxes, neither the faith and credit nor the taxing power of the City of San Diego, the State of California, or any of its political subdivisions is pledged for the payment thereof.

(2) The execution and delivery of the Bond Indenture has been duly authorized by the District, and the Bond Indenture is valid and binding upon the District and is enforceable in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights generally, and by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases, and by the limitations on legal remedies against public agencies in the State of California; provided, however, we express no opinion as to the enforceability of the covenant of the District contained in the Bond Indenture to levy Special Taxes for the payment of Administrative Expenses or as to any indemnification, contribution, choice of law, choice of forum, penalty or waiver provisions contained therein.

(3) The Bond Indenture creates a valid pledge of that which the Bond Indenture purports to pledge, subject to the provisions of the Bond Indenture, except to the extent that enforceability of the Bond Indenture may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases, or by the limitations on legal remedies against public agencies in the State of California.

(4) Under existing statutes, regulations, rulings and judicial decisions, interest (and original issue discount) on the 2008 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals and corporations; however, it should be noted that, with respect to corporations, such interest (and original issue discount) will be included as an adjustment in the calculation of alternative minimum taxable income, which may affect the alternative minimum tax liability of corporations.

(5) Interest (and original issue discount) on the 2008 Bonds is exempt from State of California personal income tax.

(6) The difference between the issue price of a 2008 Bond (the first price at which a substantial amount of the 2008 Bonds of a maturity are to be sold to the public) and the stated redemption price at maturity with respect to such 2008 Bond constitutes original issue discount. Original issue discount accrues under a constant yield method, and original issue discount will accrue to an Owner of the 2008 Bonds before receipt of cash attributable to such excludable income. The amount of original issue discount deemed received by an Owner of the 2008 Bonds will increase such owner's basis in the applicable 2008 Bond. Original issue discount that accrues for the Owner of the 2008 Bonds is excluded from the gross income of such owner for federal income tax purposes, is not an item of tax preference for purposes of calculating the federal alternative minimum tax imposed on individuals or corporations (as described in paragraph 4 above) and is exempt from State of California personal income tax.

(7) The amount by which an owner's original basis for determining loss on sale or exchange in the applicable 2008 Bond (generally the purchase price) exceeds the amount payable on maturity (or on an earlier call date) constitutes amortizable 2008 Bond premium which must be amortized under Section 171 of the Code; such amortizable 2008 Bond premium reduces the owner's basis in the applicable 2008 Bond (and the amount of tax-exempt interest received), and is not deductible for federal income tax purposes. The basis reduction as a result of the amortization of 2008 Bond premium may result in an Owner of the 2008 Bonds realizing a taxable gain when a 2008 Bond is sold by the owner for an amount equal to or less (under certain circumstances) than the original cost of the 2008 Bond to the owner.

The opinions expressed in paragraphs (4) and (6) above as to the exclusion from gross income for federal income tax purposes of interest (and original issue discount) on the 2008 Bonds is subject to the condition that the District complies with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of the 2008 Bonds to assure that such interest (and original issue discount) will not become includable in gross income for federal income tax purposes. Failure to comply with such requirements of the Code might cause interest (and original issue discount) on the

2008 Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the 2008 Bonds. The District has covenanted to comply with all such requirements. Except as set forth in paragraphs (4), (5), (6) and (7) above, we express no opinion as to any tax consequences related to the 2008 Bonds.

Certain requirements and procedures contained or referred to in the Bond Indenture may be changed, and certain actions may be taken, under the circumstances and subject to the terms and conditions set forth in the Bond Indenture, upon the advice or with the approving opinion of counsel nationally recognized in the area of tax-exempt obligations. We express no opinion as to the effect on exclusion of interest on the 2008 Bonds from gross income for federal income tax purposes on and after the date on which any such change occurs or action is taken upon the advice or approval of counsel other than Stradling Yocca Carlson & Rauth, a Professional Corporation.

We are admitted to the practice of law only in the State of California and our opinion is limited to matters governed by the laws of the State of California and federal law. We assume no responsibility with respect to the applicability or the effect of the laws of any other jurisdiction and express no opinion as to the enforceability of the choice of law provisions contained in the Bond Indenture.

The opinions expressed herein are based upon an analysis of existing statutes, regulations, rulings and judicial decisions and cover certain matters not directly addressed by such authorities. We call attention to the fact that the foregoing opinions may be affected by actions taken (or not taken) or events occurring (or not occurring) after the date hereof. We have not undertaken to determine, or to inform any person, whether such actions or events are taken (or not taken) or do occur (or do not occur).

We express no opinion herein as to the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the 2008 Bonds and expressly disclaim any duty to advise the owners of the 2008 Bonds with respect to the matters contained in the Official Statement.

Respectfully submitted,

APPENDIX G

BOOK ENTRY ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the 2008 Bonds, payment of principal, premium, if any, accreted value and interest on the 2008 Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the 2008 Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the 2008 Bonds (the "2008 Bonds"). The 2008 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 2008 Bond certificate will be issued for each maturity of the 2008 Bonds, in the aggregate principal amount of such maturity, 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 2.2 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, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. 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 Standard & Poor's highest rating: AAA. 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 and www.dtc.org.

Purchases of 2008 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2008 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2008 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 2008 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 2008 Bonds, except in the event that use of the book-entry system for the 2008 Bonds is discontinued.

To facilitate subsequent transfers, all 2008 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 2008 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 2008 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2008 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 2008 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2008 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the 2008 Bond documents. For example, Beneficial Owners of 2008 Bonds may wish to ascertain that the nominee holding the 2008 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 2008 Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to 2008 Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District 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 2008 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, redemption price and interest payments on the 2008 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 District 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 District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption price and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District 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.

DTC may discontinue providing its services as depository with respect to the 2008 Bonds at any time by giving reasonable notice to the District or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, 2008 Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, 2008 Bond certificates will be printed and delivered.

**RECENT HOUSING PRICE TRENDS/PATTERNS
AND
MORTGAGE LOAN CHARACTERISTICS**

**COMMUNITY FACILITIES DISTRICT NO. 3
(LIBERTY STATION)**

CITY OF SAN DIEGO, CALIFORNIA

PREPARED FOR:

CITY OF SAN DIEGO

PREPARED BY:

EMPIRE ECONOMICS, INC.

JOSEPH T. JANCZYK, PH.D.

FEBRUARY 11, 2008

This report was prepared by Empire Economics specifically for the City of San Diego for its Offering of Bonds of Community Facilities District No. 3 (Liberty Station). The use of this report or portions thereof for any other purpose could lead to misleading interpretations and conclusions.

**This report should not be construed as a recommendation
to invest in, or make a purchase of, the Bonds.**

TABLE OF CONTENTS

Introduction.....1

Part I: Recent Housing Price Trends/Patterns

Overview/Executive Summary.....3
Section I: San Diego County Price Trends/Patterns.....4
Section II: Price Trends/Patterns for Homes in CFD No. 3.....7
Section III: CFD Recent Resales: Assessed Values vs. Recent Sales Prices:10

Part II: Mortgage Loan Characteristics of Homeowners

Overview/Executive Summary.....12
Section I: Mortgage Loan Characteristics for All Current Homeowners.....15
Section II: Comparison of Mortgage Loan Characteristics:
Delinquent vs. Non-Delinquent Homeowners.....20

Part III: Assumptions and Limiting Conditions

Assumptions and Limiting Conditions.....27

INTRODUCTION

The purpose of this report is to discuss the recent housing price trends/patterns as well as the mortgage loan characteristics of the parcels owned by the homeowners in Community Facilities District No. 3 (Liberty Station); additionally, the mortgage loan characteristics are related to the timeliness of the special tax payments for these parcels.

This report is intended to provide prospective bond purchasers with information relevant in their consideration of whether to invest in the bonds; however, this report should not be construed as a recommendation to invest in, or make a purchase of the Bonds.

This report does not intend to arrive at any predictions of future special tax delinquencies for homeowners in CFD No. 3.

During Summer-2004 through Summer-2007 there was a fundamental shift in the driving force underlying housing price appreciation, from the historical role of employment growth to adjustable rate and creative financing structures. During this time period, these financing structures and related financing factors were the primary driving forces underlying the extraordinary rate of housing price appreciation for Southern California, by approximately 50% and also for San Diego County, by approximately 48%.

Recently, there has been a considerable amount of discussion regarding the softening of the residential real estate market, as a whole, and how this may impact special tax delinquencies, in particular. Furthermore, recent purchasers of new homes in newly developing communities may be at a higher risk of having mortgage loan delinquencies as well as tax delinquencies due to the following factors:

- Recent purchasers of homes pay current market prices, and so they typically have not accumulated much equity.
- Recent purchasers of homes often utilize adjustable loan structures (which include, in some cases, aggressive, creative mortgage loan structures)/
- Many of the recent purchasers of new homes in a specific project have similar mortgage structures, since most of them used the builder's preferred lender.

So, for recent purchasers of homes in newly developing communities, there is a concentration of risk as compared to the broader housing market which has homeowners who are much more diverse, with regards to the time of purchase and hence amount of equity as well as various types of mortgage structures and geographical locations.

Although residential projects that have their homes built and occupied by homeowners are typically viewed as providing bondholders with strong credits, some of the homeowners, due to their adjustable loan structures (which include, in some cases, aggressive, creative mortgage loan structures), may face challenges in making their mortgage and tax payments on a timely basis.

Site Visit of CFD No. 3 – Liberty Station

Based upon a visit to the project site on December 19, 2007, Empire observed that the homes appeared to be constructed in a high quality fashion and they are well maintained by the homeowners; additionally, casual observations revealed that only a few of the homes had for-sale signs.



PART I: RECENT HOUSING PRICE TRENDS/PATTERNS

OVERVIEW / EXECUTIVE SUMMARY

The purpose of this section is to perform an analysis of the recent housing price trends/patterns for San Diego County and also the homes in CFD No. 3 and, additionally, to "test" the Assessed Values for the homes in CFD No. 3 that have recently sold during 2007, using recent sales prices; accordingly, the primary results are as follows:

San Diego County Housing Price Trends/Patterns

- The analysis of the recent housing price trends/patterns for the San Diego County, as a whole, starts with an overview of the various price indices, and then selects the index which is regarded as having the highest degree of accuracy/reliability.
- With regards to the selection of a specific index, Empire regards the S&P/Case-Schiller Index as having the highest degree of accuracy-reliability, since it uses paired sales (the recent and prior sales prices of the same homes).
- During the 1998 to 2005 time period, housing prices in San Diego County increased significantly, but then, due to the softness in the real estate market, prices stabilized in 2006 and then declined in 2007.
- Further analysis of prices on a monthly basis reveals that there have been substantial price declines during October and November 2007, some -11.1% to -13.4%, as compared to October and November 2006, respectively.

Price Trends/Patterns for Homes in CFD No. 3

- The purpose of this analysis is to gauge the trends for the changes in housing prices for the homes in CFD No. 3, in particular.
- The housing sales were partitioned into two groups, in order to remove price aberrations that may occur as a result of difference in product types, attached and detached.
- Based upon an analysis of the sales dates and value ratios for the 94 attached homes in CFD No. 3, the trend line reflects the following: prices increased from October 2003 to February 2007, reached a peak level in February-March 2007, and since then decreased slightly.
- Based upon an analysis of the sales dates and value ratios for the 238 detached homes in CFD No. 3, the trend line reflects the following: prices increase from May 2003 to June 2006, prices reached a peak level in June 2006, and then prices decreased significantly thereafter.

CFD Recent Resales: Assessed Values vs. Recent Sales Prices:

The purpose of this section is to "test" the Assessed Values (AVs) for the homes in CFD No. 3 that have been resold during 2007.

Empire identified 19 homes that sold in CFD No. 3 during January – December 2007; their Recent Sales Prices during 2007 and their Assessed Values (AVs) as of January 1, 2007 are as follows:

- The Recent Sales Prices are higher than their AVs as of January 1, 2007 by some \$151,951, or +20.1%, on the average.
- Further detailed analysis of the 19 recent home sales revealed that 18 of them had Recent Sales Prices that were higher than their AV as of January 1, 2007. However, for 1 sale, the Recent Sales Price was lower than its AV as of January 1, 2007 by some -\$35,523, or -4.3%.

SECTION I

SAN DIEGO COUNTY PRICE TRENDS/PATTERNS

The analysis of the recent housing price trends/patterns for the San Diego County, as a whole, starts with an overview of the various price indices, and then selects the index which is regarded as having the highest degree of accuracy/reliability. Next, the recent changes in housing prices are analyzed on an annual basis during 1988-2007 as well as on monthly basis for 2006-2007.

Description of the Four Major Price Indices and Selection of an Index

Based upon extensive research on various measures of housing prices, Empire has identified four major housing price indices; accordingly, their characteristics are set-forth in the following table:

	S&P/Case-Schiller	DataQuick	Office of Federal Housing Enterprise Oversight (OFHEO)	Board of Realtors
Entity	Private Company	Private Company	Federal Government Agency	Private Company
Source of Data	Public Records on Housing Sales	Public Records on Housing Sales	Public Records Sales Data & Also Loan Data	Multiple Listings
Market Coverage	Existing Single-family Homes	All Recorded Sales: Existing and New Homes	Existing Single-family Homes	All Sales by Realtors
Price Statistic	Paired Sales: Resales Only	Median	Paired Sales: Resales Only	Median
Price Statistic - Remarks	Controlled Sample	Home Sizes May Vary	Controlled Sample	Home Sizes May Vary
Data Releases	Monthly	Monthly	Quarterly	Monthly
Remarks	Excludes New Homes and Attached Homes	Includes Apartment Conversions	Homes with Conforming Loans Only	Limited to Realtor Sales

With regards to the selection of a specific index, Empire regards the S&P/Case-Schiller Index as having the highest degree of accuracy-reliability, due to the following:

- This index uses paired sales and so the index accurately reflects changes in housing prices by using repeat sales of the same homes at different times, thereby controlling for their specific characteristics.

Paired Sale: The most recent sales price of a home, as compared to the prior sales price of the same home.

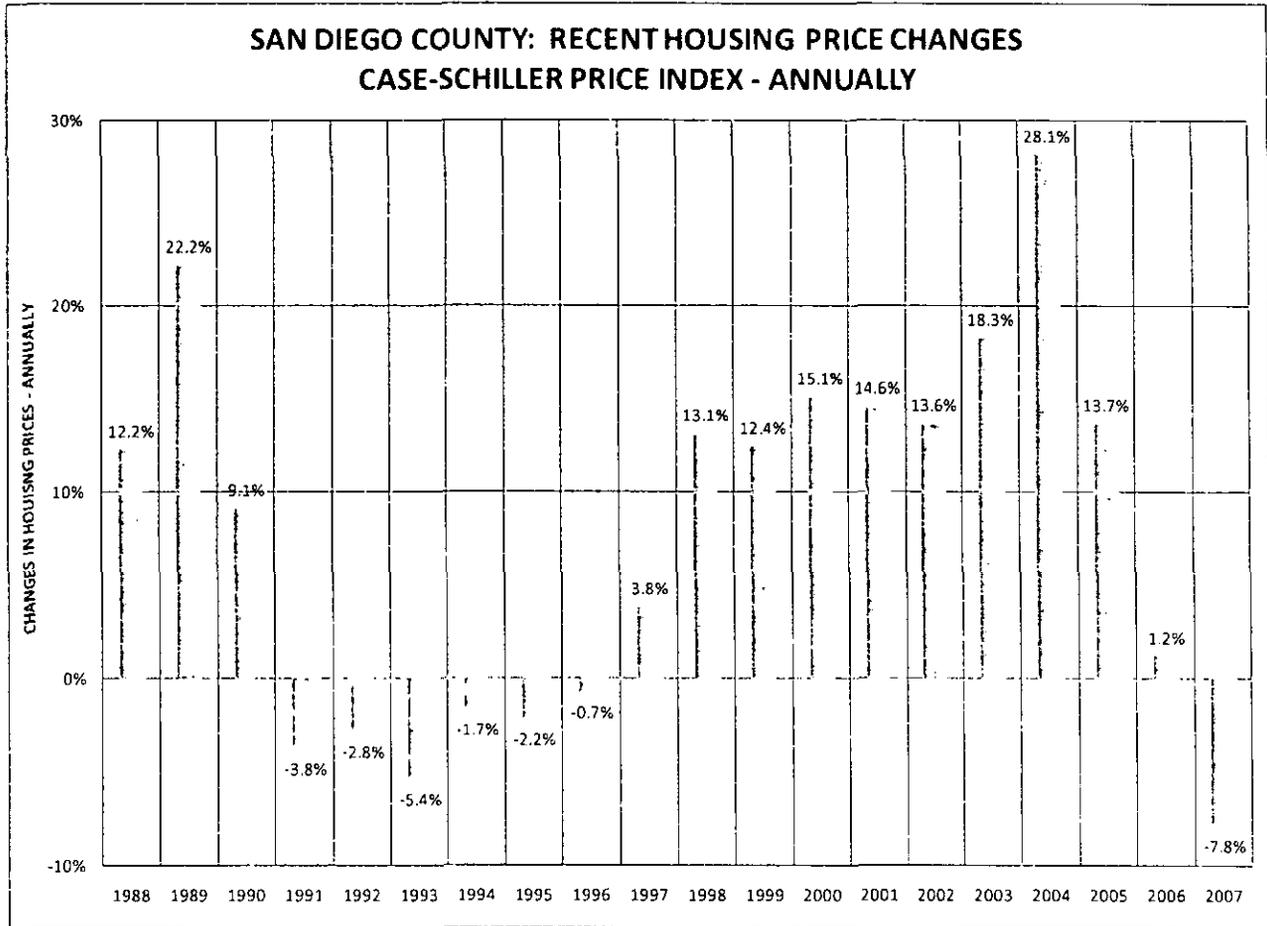
- By comparison, most other indices use the median price for homes that sell in a specific time period, and so part of the changes in housing prices may be due to differences in the characteristics of the homes in different time periods – product types, lot sizes, sizes of living areas, etc.

Finally, it is worthwhile to note that the S&P/Case-Schiller Index, in the context of the current housing market downturn, probably represents a somewhat conservative estimate of actual housing price declines. This is because the index does not include new housing sales, and these have recently been subject to sharper price declines than existing homes, as builders have liquidated their levels of standing inventory.

Recent Changes in Housing Prices - Annually: Case-Schiller Index

The recent changes in housing prices during the 1988-2007 time period, according to the Case Schiller Index, are shown on the following graph:

Note: Data for 2007 include information through November 2007; December 2007 has not yet been reported.



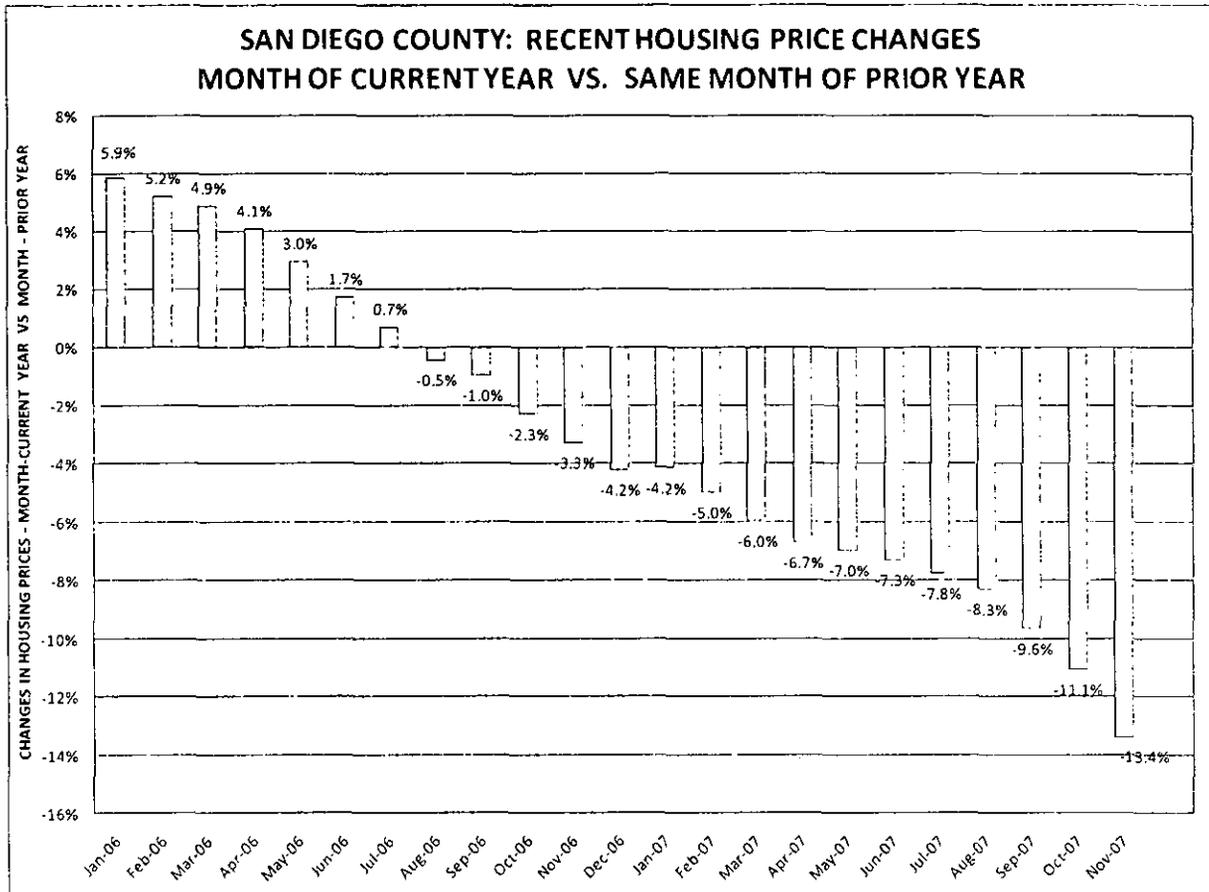
- During the 1998 to 2005 time period, when the housing market was robust, housing prices in San Diego County increased by a total of 228%, more than tripling, for a compounded rate of growth of some 14.7% per year, on the average, during these eight years.
- In 2006, housing prices stabilized, with an increase of only 1.2% from their 2005 levels.
- For 2007, based upon data through November 2007, housing prices decreased by approximately -7.8% from their 2006 levels.

Finally, it is worthwhile to note that according to the DataQuick Index, which already reported prices for December 2007, prices declined by more in December 2007 than in November 2007.

Recent Changes in Housing Prices - Monthly: Case-Schiller Index

The above analysis of changes in housing price on a yearly basis represents changes for the current year as compared to the prior year, for all of the months in each year, on the average. However, due to the dramatic shifts that have recently occurred in the housing market, the changes in prices on a monthly basis may provide further insight on emerging trends. Accordingly, the changes in housing prices on a monthly basis during the 2006-2007 time period, according to the Case Schiller Index, are shown on the following graph:

Note: Monthly changes reflect price changes over the past 12 months, using the current month vs. the same month of the prior year.



During the January 2006 to November 2007 time period, the rates of changes in housing prices exhibited a generally declining trend, with the rate of decrease accelerating in recent months:

- Price rose by 5.9% in January 2006, as compared to their level in January 2005.
- Prices were virtually stable in July 2006, an increase of only 0.7%, as compared to July 2005.
- Prices fell by -13.4% in November 2007, as compared to November 2006.

So, the analysis of prices on a monthly basis reveals that there have been substantial price declines during October and November 2007, some -11.1% to -13.4%, as compared to October and November 2006, respectively.

SECTION II

PRICE TRENDS/PATTERNS FOR HOMES IN CFD NO. 3

The analysis of the recent housing price trends/patterns for homes in CFD No. 3 starts with a discussion of the methodology, and then provides statistics on the recent housing price trends/patterns first for "smaller" sized homes and then for "larger" sized homes.

Methodology Underlying the Formulation of a Price Index

For all of the home sales that have occurred in CFD No. 3, including the original sales as well as the resales, information was compiled on the following:

- Sales Date
- Sales Price
- Size of Living Area
- Product Types: Attached vs. Detached

After making some adjustments for sales that did not have complete information, the number of sales amounted to 332; of these, 239 were original sales and the other 93 were resales.

Next, the sales were partitioned into two groups, in order to remove price aberrations that may occur as a result of difference in product types, and these are as follows:

- Attached Products; those that have relatively smaller living areas: 1,086 to 1,593 sq.ft.; 94 sales
- Detached Products: those that have relatively larger living areas: 1,931 to 3,189 sq.ft.; 238 sales

Finally, to reduce price differences as a result of variations in the sizes of living areas, the value ratios for all of the homes were calculated, using the following formula:

$$\text{Value Ratio} = \text{Sales Price} / \text{Living Area}$$

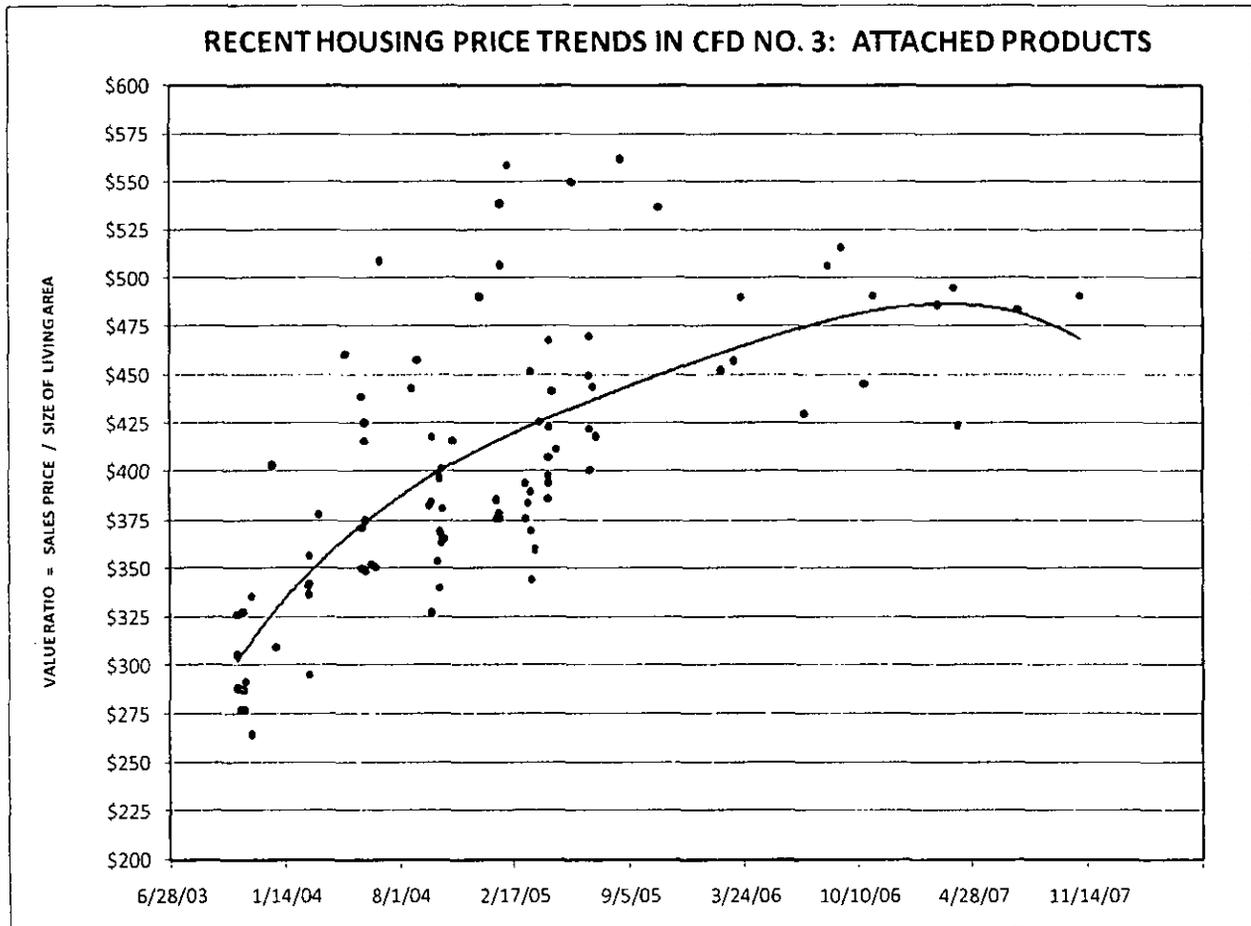
The following analysis uses a trend line for gauging changes in housing prices, based upon their value ratios (prices divided by sizes of living areas) as well as their times of sale. However, actual sales prices also depend upon numerous other factors such as the specific location of a home, interior improvements and landscaping enhancements, among many others. Empire does not have sufficient information to incorporate these other factors into its analysis, since such information is not readily available from public records.

Accordingly, the trend line represents changes for prices for homes, on a generalized basis, and, as such should not be used to measure price changes for specific homes, in particular.

Price Trends for Attached Homes

Based upon an analysis of the sales dates and value ratios for the 94 attached homes in CFD No. 3, the trend line reflects the following:

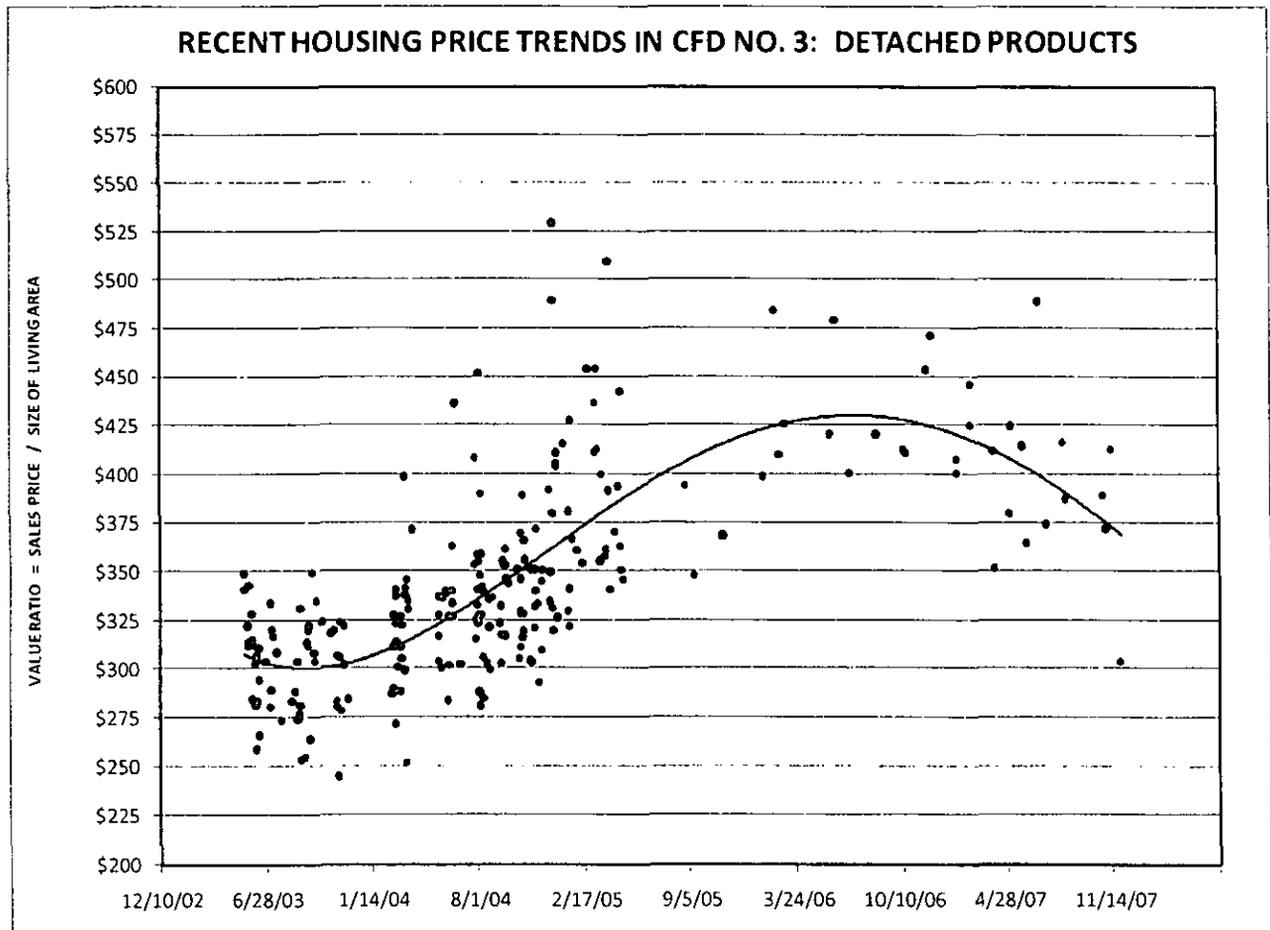
- Prices increased from October 2003 to February 2007, with value ratios rising from some \$305 to some \$486.
- Prices reached a peak level in February-March 2007, with value ratios at some \$486.
- Since February-March 2007, prices have decreased slightly, with value ratios declining from \$486 to \$470.



Price Trends for Detached Homes

Based upon an analysis of the sales dates and value ratios for the 238 detached homes in CFD No. 3, the trend line reflects the following:

- Prices increased from May 2003 to June 2006, with value ratios rising from some \$305 to some \$430.
- Prices reached a peak level in June 2006, with value ratios of some \$430.
- Since June 2006, prices have decreased significantly, with value ratios declining from \$430 to \$370.



SECTION III

CFD RECENT RESALES: ASSESSED VALUES VS. RECENT SALES PRICES

The CFD No. 3 Bond Offering uses Assessed Values as of January 1, 2007 as a representation of the value of the parcels within the CFD.

The various homes in the CFD were originally sold primarily during the 2003-2005 time period. During the 2003 through Summer 2006 time period, San Diego County, as a whole, has experienced some significant increases in housing prices. However, since Summer 2006, and continuing through November 2007, housing prices have declined somewhat from their recent peak levels.

Accordingly, the purpose of this section is to "test" the Assessed Values for the homes in CFD No. 3 that have been resold during 2007. Specifically, for each of the homes that have been resold, information is available on the following:

- Recent Actual Sales Prices, for homes sold during January 1, 2007 through December 31, 2007
- Assessed Values (AVs) as of January 1, 2007, for these same homes

Thus, a comparison of the Recent Sales Price and the Assessed Value for a home reveals whether the former is higher, similar or lower than the latter.

- If the Recent Sales Price is higher than the Current AV as of January 1, 2007, then the revised AV as of January 1, 2008 is likely to be higher than the Current AV. This is because the Assessor's Office, in setting the new AV as of January 1, 2008, will consider the recent, higher sales price.
- However, if the Recent Sales Price is lower than the Current AV as of January 1, 2007, then the revised AV as of January 1, 2008 is likely to be lower than the Current AV. This is because the Assessor's Office, in setting the new AV as of January 1, 2008, will consider the recent, lower sales price.

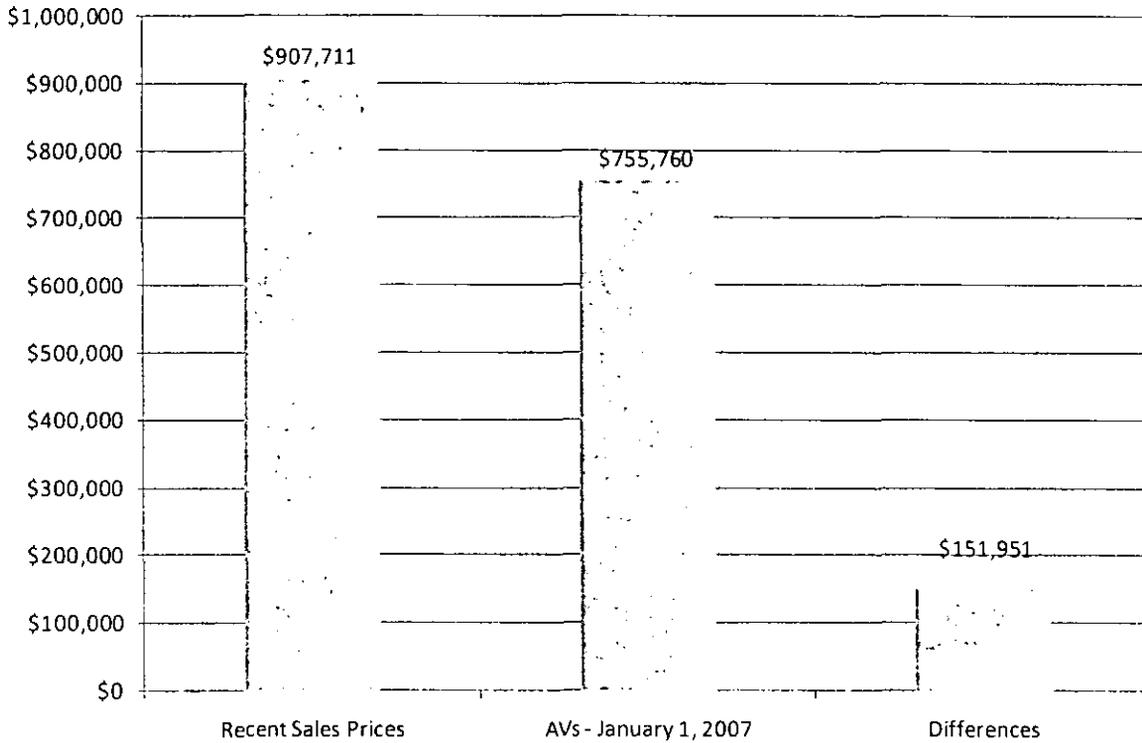
(Note: Some purchasers of homes qualify for reduced AVs due to their ability to transfer the AV from their prior residences; the analysis herein identified two such situations where the original AVs were significantly lower than the original purchase prices, and so these were excluded in the analysis.)

Accordingly, Empire identified 19 homes that sold in CFD No. 3 during January – December 2007; their Recent Sales Prices during 2007 and their Assessed Values as of January 1, 2007 are as follows:

- The Recent Sales Prices of the homes amounted to \$907,711, on the average, and they had a range of \$527,500 to \$1,430,000.
- The Assessed Values as of January 1, 2007 of the homes amounted to \$755,760, on the average, and they had a range of \$381,662 to \$1,074,544.
- So, the Recent Sales Prices are higher than their AVs as of January 1, 2007 by some \$151,951, or +20.1%, on the average.
- Further detailed analysis of the 19 recent home sales revealed that 18 of them had Recent Sales Prices that were higher their AV as of January 1, 2007. However, for 1 sale, the Recent Sales Price was lower than its AV as of January 1, 2007 by some -\$35,523, or -4.3%. Finally, it is of interest to note that this home was the last sale that occurred in 2007, on November 30, 2007.

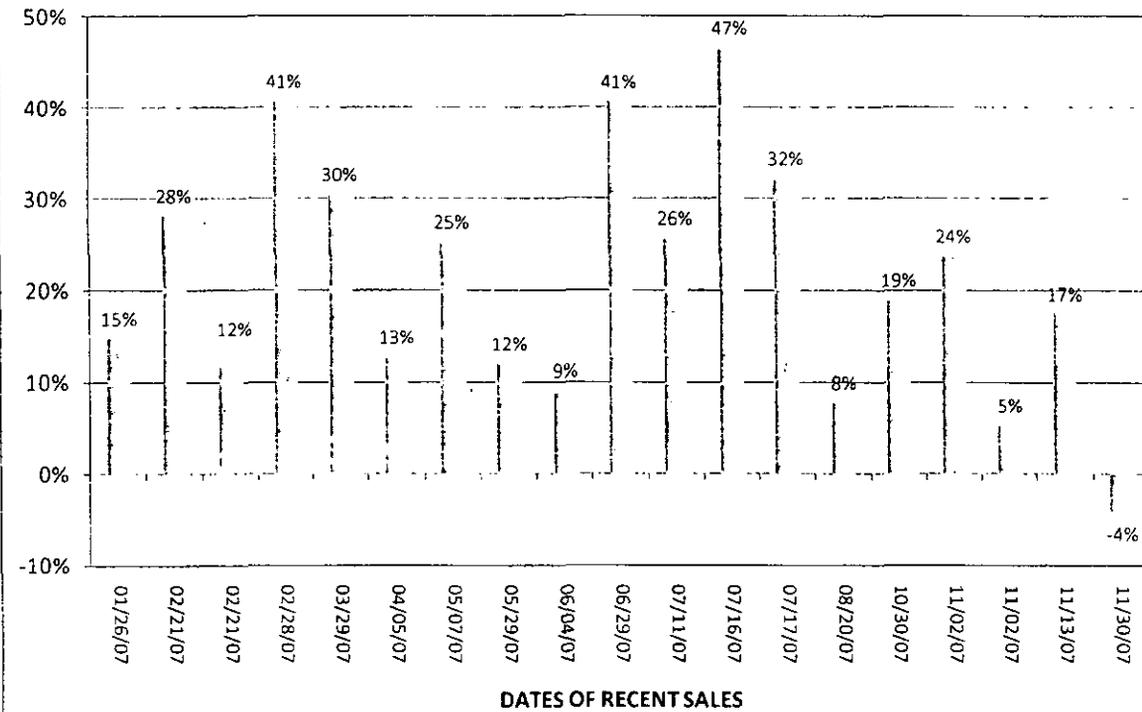
The result of Recent Sales Prices being higher than the AV as of January 1, 2007 by +20.1% should NOT be extrapolated to the AV of the remaining homes in CFD No. 3, since the specific characteristics of the homes sold during 2007 probably differs from those that did not sell – such as date of original sales, etc.

**CFD NO. 3: COMPARISON OF RECENT 2007 SALES PRICES AND
ASSESSED VALUES AS OF JANUARY 1, 2007**



**CFD NO. 3: DIFFERENCES BETWEEN RECENT 2007 SALES PRICES AND
ASSESSED VALUES AS OF JANUARY 1, 2007**

* EACH BAR REPRESENTS A SPECIFIC HOME SOLD DURING 2007 *



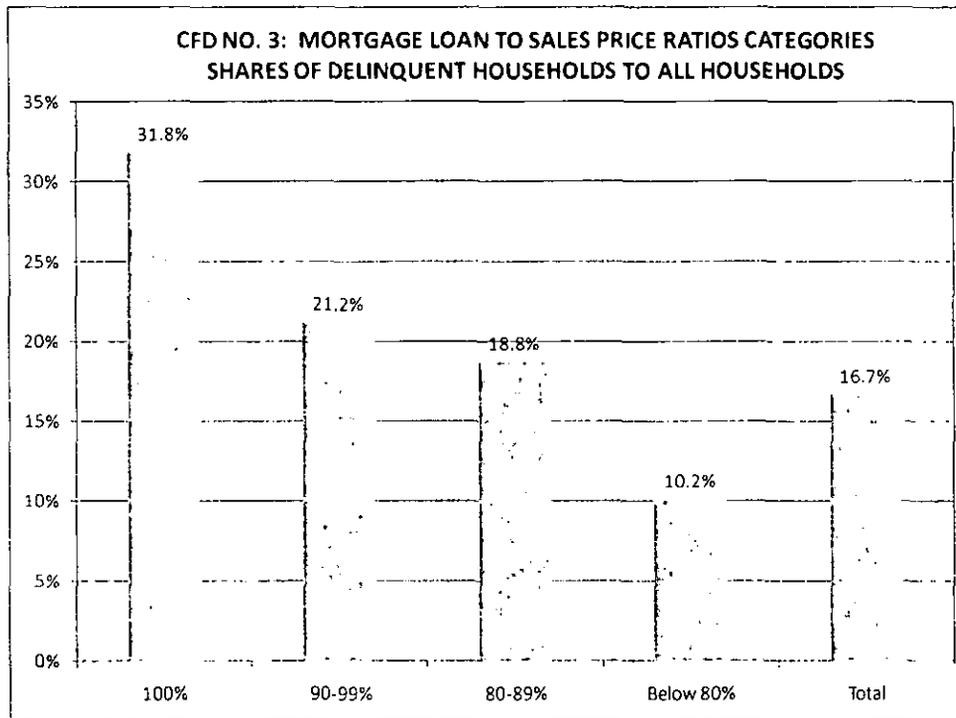
PART II: MORTGAGE LOAN CHARACTERISTICS OF HOMEOWNERS

OVERVIEW / EXECUTIVE SUMMARY

The study focuses on two specific characteristics of the mortgage loans in CFD No. 3: first, a comparison of the mortgage loan to sales price ratios (ML-SP) and, secondly, the percentage of adjustable rate loans.

- Section I below provides this information for all of the current homeowners for which such information is available.
- Section II provides this information for parcels that have been delinquent in the payment of their taxes and also for those parcels that have not been delinquent.

As revealed by an analysis of the comparative categories of ML-SP, those parcels with higher ML-SP tended to have a higher rate of delinquency; furthermore, such parcels also had a higher percentage of adjustable rate loans as well.



So, the proportion of homeowners that have been delinquent in the payment of their special taxes represents some 16.7% of all of the homeowners.

- For the highest ML-SP category, 31.8% of these homeowners have been delinquent, approximately double the overall average.
- By comparison, for the lowest ML-SP category, only 10.2% of those homeowners have been delinquent.

Thus, the incidence of special tax delinquencies is approximately three times higher for the 100% category as compared to the below 80% category.

Description of Data Sources for Mortgage Loans and Special Tax Payments

The credibility of the statistical analysis on the mortgage loan characteristics and tax delinquencies depends upon the accuracy/reliability of the data utilized.

Sources of Data

Accordingly, Empire Economics (Empire) compiled data on mortgage loan characteristics and tax delinquencies from a broad set of sources, in order to maximize the accuracy/reliability of the data, and these included the following;

- McMillin Companies, the builder of the project, provided information on the original sales of the homes, specifically for those purchasers that had mortgage loans with their preferred lender; of the 349 homes, 195 used their preferred lender. The data provided included the sales dates and the sales prices as well as the mortgage loan characteristics, such as the amount of the loan and the type of the mortgage structure, fixed or adjustable.
195 homes with 6 types of data
- First American Core Logic, a major provider of real estate data that Empire has utilized for more than ten years, was used to compile information on the mortgage loan characteristics for the homeowners, including original sales as well as resales. The data provided included the sales dates and the sales prices as well as the mortgage loan characteristics such as the amount of the loan and the type of the mortgage structure, fixed or adjustable, among other factors such as the sizes of the homes, etc.
349 homes with 36 types of data
- Real Quest, another major provider of real estate data that Empire has utilized for more than ten years, was also utilized to compile information on the mortgage loan characteristics for the homeowners, including original sales as well as resales. Although the types of data were similar to First American, Empire was able to cross-check the data, and further refine the accuracy/reliability.
349 homes with 35 types of data
- Special Tax Administrator provided information on the features of the homes, such as the sizes of living area, and also the homes that have had Special Tax delinquencies.
349 homes with 5 types of data
- The City of San Diego provided information on the special tax delinquencies that occurred during the 2003-2004 FY through 2006-2007 FY, for both the first and the second installments as well as for the 2007-2008 FY, the first installment; this information was provided to the City of San Diego by the San Diego County Assessor's Office.

Considering the number of homes in CFD No. 3 along with the number of variables for which information was compiled on each of them, the database contained approximately 26,000 data cells.

The data were compiled from the various sources during the mid to latter part of December 2007.

Consolidation of Databases

Empire has spent significant time consolidating these databases, in order to arrive at the most accurate/reliable data set for the mortgage/tax analysis, and this included the following procedures:

- The database from the Special Tax Administrator included, for each of the homes, their Assessor Parcel Numbers, or APNs.
 - These APNs were used to link the other databases which also had APNs, and this included First American Core Logic and Real Quest.
 - However, for the McMillin database, APNs were not provided, and so, alternatively, street addresses and unit numbers were utilized for the linkages – a time consuming task since many homes had a similar street address which required the use of the unit number.

- After linking the various databases, the next step was to cross-check data and also maximize the amount of data:
 - The cross-checking involved comparing the data among the various databases for consistency, such as sales prices, sales dates, mortgage amounts and so forth.
 - The maximizing process involved selecting data from the various databases to compile the most comprehensive data set.
 - For instance, the McMillin database, which covered 195 of the 349 homes, provided mortgage rate information on most of these whereas the other databases were missing some mortgage data, and so the McMillin data was used to fill in some of these gaps.
 - On the other hand, the First American and Real Quest databases had information on homes that had resales, whereas McMillin had only original sales, and so the former were used to fill in such gaps.

So, the result of this process was the formulation of a database that is comprehensive as well as accurate/reliable and, as such, provides a substantive foundation of the mortgage/tax analysis.

Further information on the various databases, including full details on all on the parcels, are included in Appendix I and also Appendix II, filed under separate cover with the City of San Diego.

SECTION I:

MORTGAGE LOAN CHARACTERISTICS FOR ALL CURRENT HOMEOWNERS

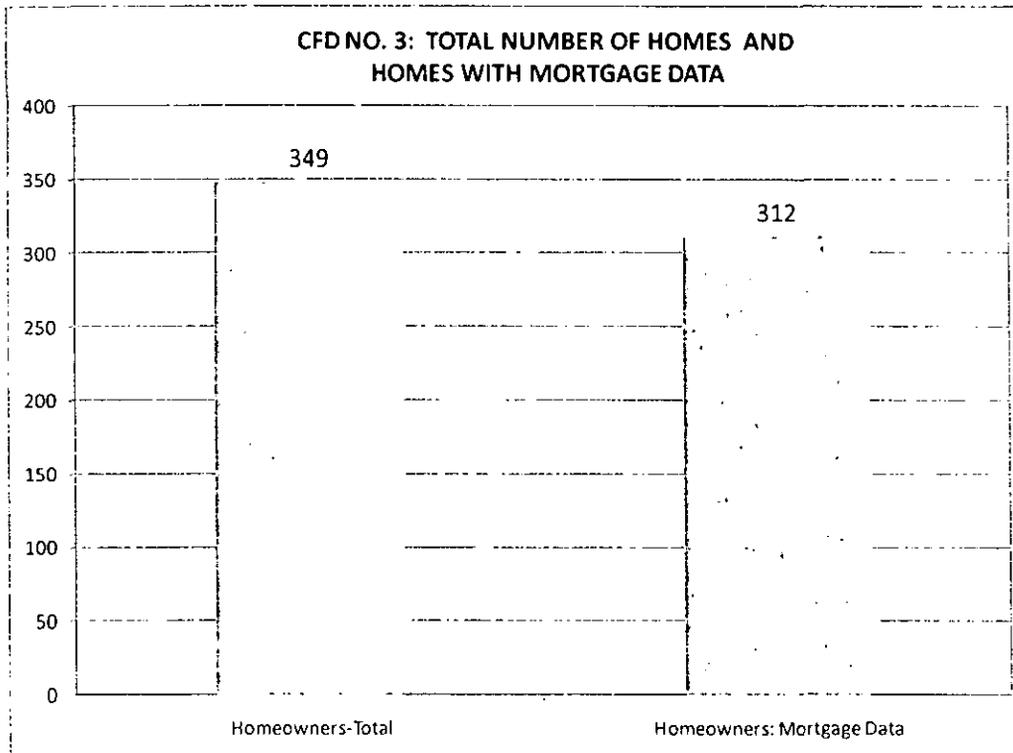
This section performs an analysis of the mortgage loan characteristics of the all of the current homeowners in CFD No. 3, using the most recent sales prices as well as the most recent mortgage loan characteristics. Consequently, for homes that have been resold, the following analysis uses the resale prices as well as the most recent mortgage loan characteristics.

Number of Homes with Sufficient Data for Analysis

CFD No. 3 has a total of 349 housing units, and all of these have been constructed and sold to homeowners.

With regards to selecting specific homes for the mortgage analysis, Empire's primary criteria was whether there was sufficient information to calculate the Mortgage Loan to Sales Price Ratio (ML-SP), which requires the sales price of the home as well as the amount of the mortgage loan(s).

Based upon a review of the data available for each of the homes in the database, the number of homes that had sufficient information for calculating the ML-SP amounted to 312 of the homeowners, or 89% of all the homes in the CFD. From a statistical perspective, this is regarded as being an excellent sample for performing the mortgage loan analysis for the homeowners in CFD No. 3.

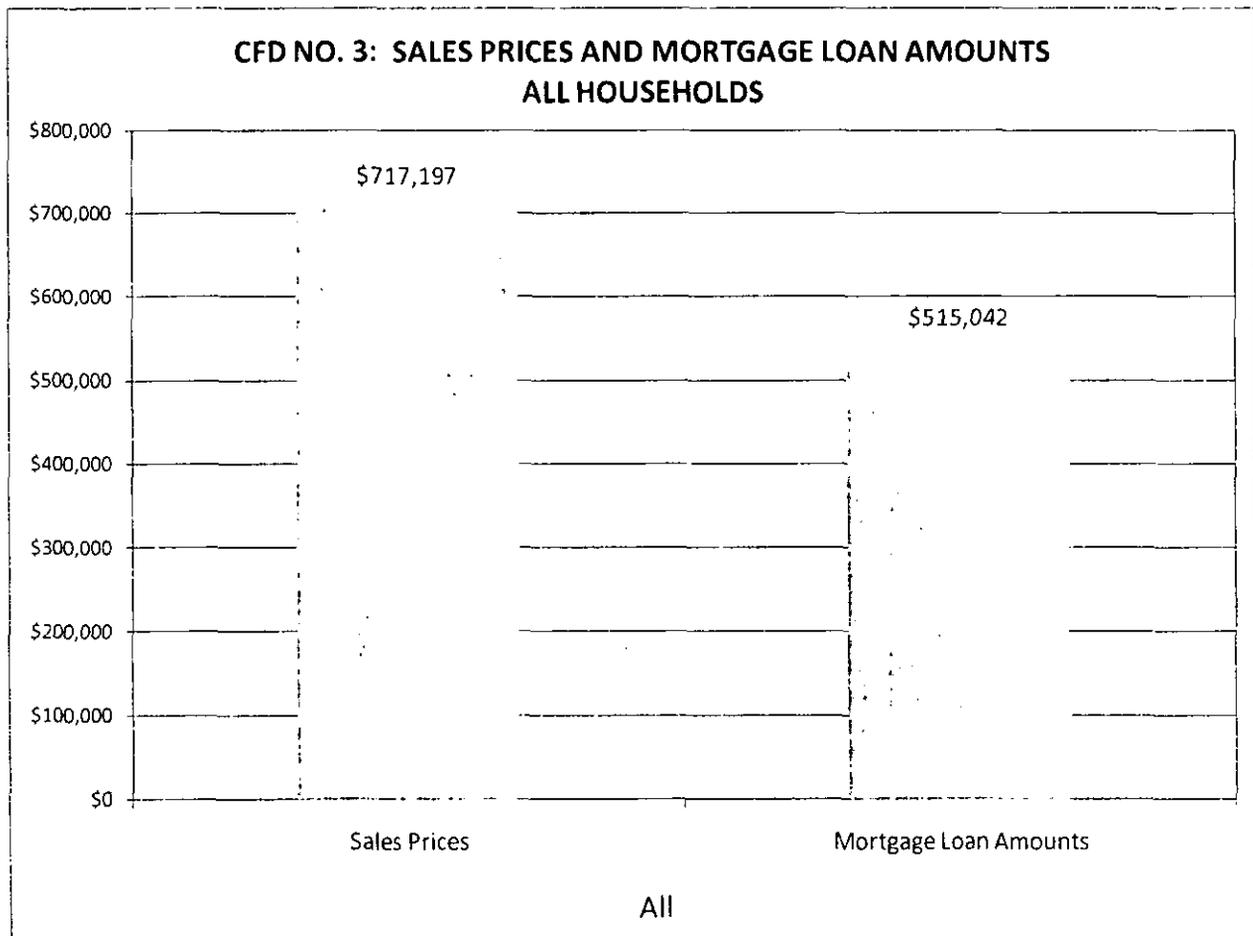


For the remainder of this section, references to “all” homeowners refers to the 312 homeowners for which there are sufficient data to calculate their ML-SP.

Housing Prices and Mortgage Loan Amounts

As a starting point for the analysis, it is useful to provide an overview of the components underlying the calculation of the ML-SP, the sales prices of the homes and mortgage loan amounts.

- The sales prices for all of the homeowners, covering the entire 2002-2007 time period during which the homes were purchased, amounts to \$717,197, on the average.
- The mortgage loans for all of the homeowners, again covering the entire 2002-2007 time period during which the loans were originated, amounts to \$515,042, on the average.



Mortgage Loan to Sales Price Ratios for Homeowners

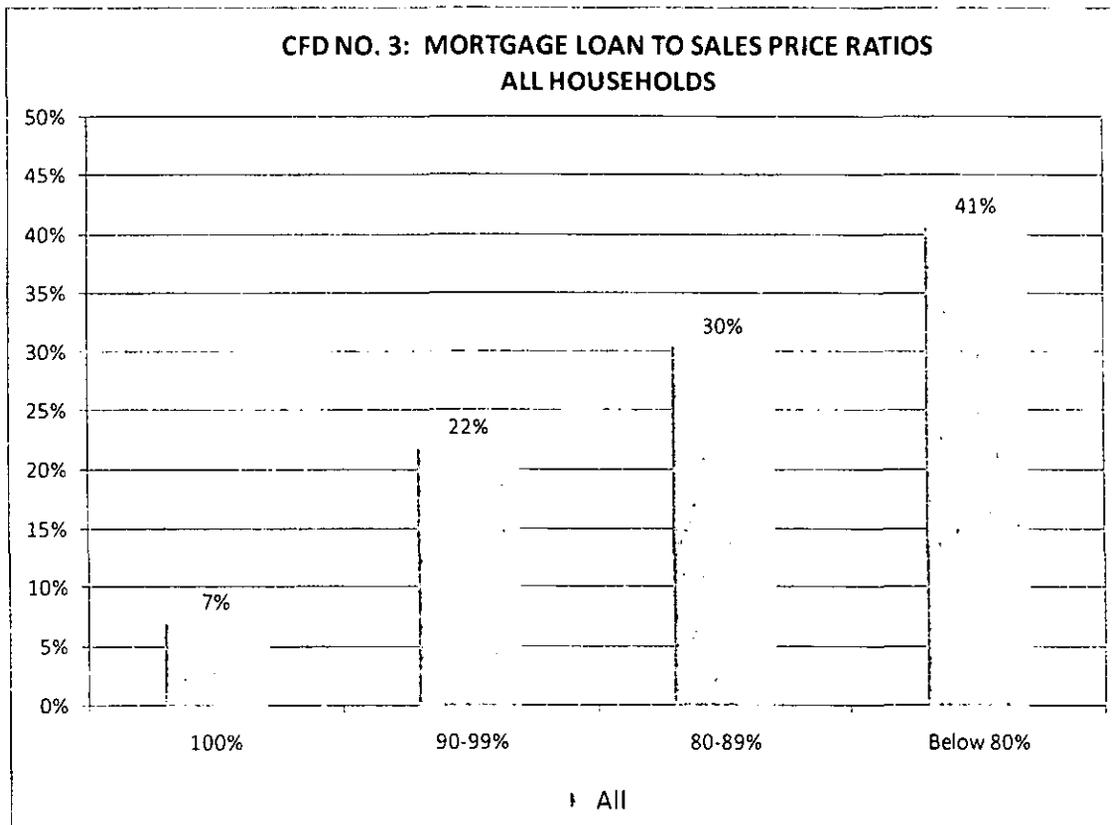
The Mortgage Loan to Sales Price Ratios (ML-SP) for the homeowners were calculated using the following formula:

$$\frac{\text{First and Second Loans}}{\text{Sales Price}}$$

(Note: The data compiled from the various sources reports only the first and second loans on a parcel, and so additional loans are not included in this analysis; however, in general, such additional loans are not common occurrences.)

Accordingly, for each of the ML-SP categories, the proportions of homeowners in the various categories are as follows:

- 100% ML-SP: 7% of all homeowners
- 90-99% ML-SP: 22% of all homeowners
- 80-89% ML-SP: 30% of all homeowners
- Below-80% ML-SP: 41% of all homeowners



Types of Loans for Homeowners: Adjustable vs. Fixed

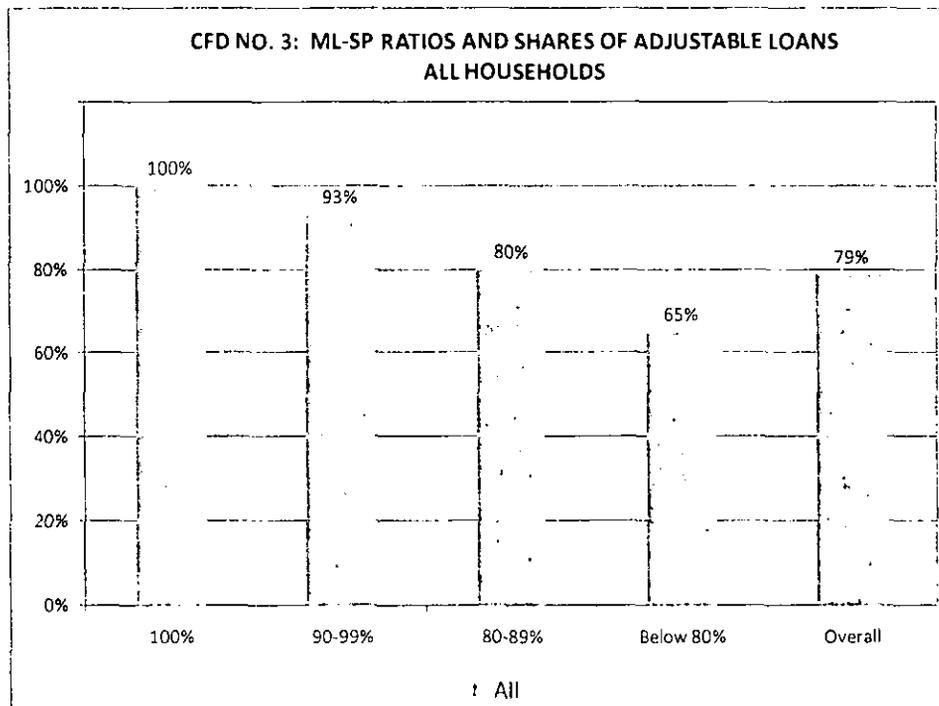
The following analysis computes the types of mortgage loans for the households that had mortgage loans; of the 312 households, there were 299 that had mortgage loans, and the remaining 13 were cash purchasers.

The types of mortgage loans that the homeowners utilize can generally be classified as either fixed (level payment and fully amortized) or adjustable (payments vary according to changes in interest rates and also types of mortgage loan structures). Accordingly, these were compiled for all of the current homeowners, and these reflect the mortgage loans that were in place at the time of the purchase of the homes.

Although it would be desirable to further classify the adjustable mortgage loans by various categories, such as sub-prime, teaser rates, and option ARMs, among others, the public records do not provide sufficient information to perform such classifications.

The share of adjustable rate loans amounted to 79% for all of the homeowners, and the distribution by the ML-SP categories is as follows:

- 100% ML-SP: 100% of all homeowners with adjustable rate loans.
- 90-99% ML-SP: 93% of all homeowners with adjustable rate loans.
- 80-89% ML-SP: 80% of all homeowners with adjustable rate loans.
- Below-80% ML-SP: 65% of all homeowners with adjustable rate loans.



Recent Trends in Interest Rates for Adjustable Rate Loans for New/Existing Homes

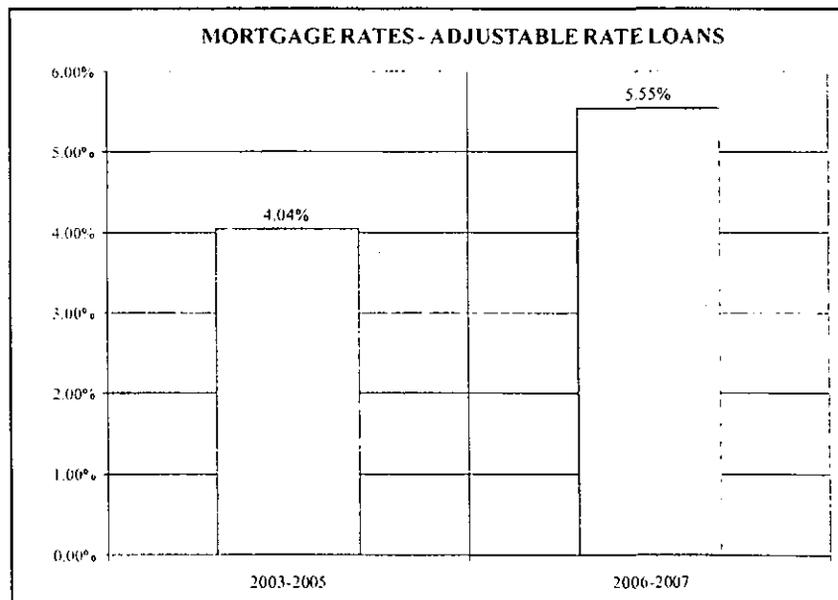
The above statistics reveal that homeowners that have relatively high ML-SP ratios also tend to have adjustable rate mortgages as well. Accordingly, the purpose of this section is to discuss the recent trends in interest rates for adjustable rate mortgages.

Before proceeding, it is significant to note that there are many types of adjustable rate mortgages, from those that may adjust on a monthly basis to others that adjust only after a designated number of years, such as 3, 5 or 10 years. So, the following analysis is not meant to imply that all of the homeowners that have adjustable rate mortgages have had certain changes in their levels of mortgage loan payments, but rather to provide an indication of the overall financial trends.

Additionally, adjustable loans may, over time, change to fixed rate loans, as the time period over which such loans are subject to rate adjustments switches to fixed rates; however, such data is not readily available from public records.

To compare changes in the interest rates on one-year adjustable mortgages, two time periods are selected; the rates on such mortgages were compiled from Freddie Mac, a major provider of statistics on mortgages loans.

- **Initial Purchase Interest Rates:** This represents the 2003-2005 time period, when most of the homes in CFD No. 3 were initially sold to homeowners: during this time, adjustable rates averaged approximately 4.04%.
- **Recent Interest Rates:** This represents the 2006 – 2007 time period, during which adjustable rates were relatively stable: during this time, adjustable rates averaged approximately 5.55%.



So, considering the increase in the adjustable rates by approximately 1.51% between these two time period, those homeowners whose rate adjusted, on the average, would have 19% higher monthly payments as compared to their monthly payment during the 2003-2005 time period. As mentioned above, homeowners may have their rates fixed for a number of years, and in such cases, the adjustments to current market rates would not yet have occurred.

SECTION II:

COMPARISON OF MORTGAGE LOAN CHARACTERISTICS: DELINQUENT VS. NON-DELINQUENT HOMEOWNERS

This section performs an analysis of the mortgage loan characteristics of the property owners by two categories: delinquent and non-delinquent, with regards to the payment of their Special Taxes; accordingly their characteristics are described below.

Delinquent Homeowners: This group represents homeowners that were reported to have been delinquent in the payment of their Special Taxes for any of the 2003-2004 through 2007-2008 fiscal years; such delinquencies include missing at least one tax payment, either the first and/or the second installment.

(Note: For the 2007/2008 FY, only the first installment was utilized, since the second installment is not yet due.)

For the homeowners in this group, the information on their mortgage characteristics reflect the loan amounts, loan types and interest rates that existed at the time of the delinquency. However, it is worthwhile to note that some of these properties were resold thereafter, and so their mortgage characteristics have changed, based upon the new homeowners.

The City of San Diego provided Empire with information that it obtained from the San Diego County Assessor Office, and this showed that as of January 4, 2008, there were six parcels that had outstanding delinquencies through the 2006/2007 FY (this excludes the first installment payment that were delinquent for the 2007/2008 FY.)

Non-Delinquent Homeowners: This group represents homeowners that were reported to have made all of their Special Tax payments for the 2003-2004 through 2007-2008 fiscal years in a timely manner.

Accordingly, the mortgage loan characteristics of the homeowners in these two groups are now discussed.

Number of Homes with Sufficient Data for Analysis

CFD No. 3 has a total of 349 housing units, and all of these have been constructed and sold to homeowners.

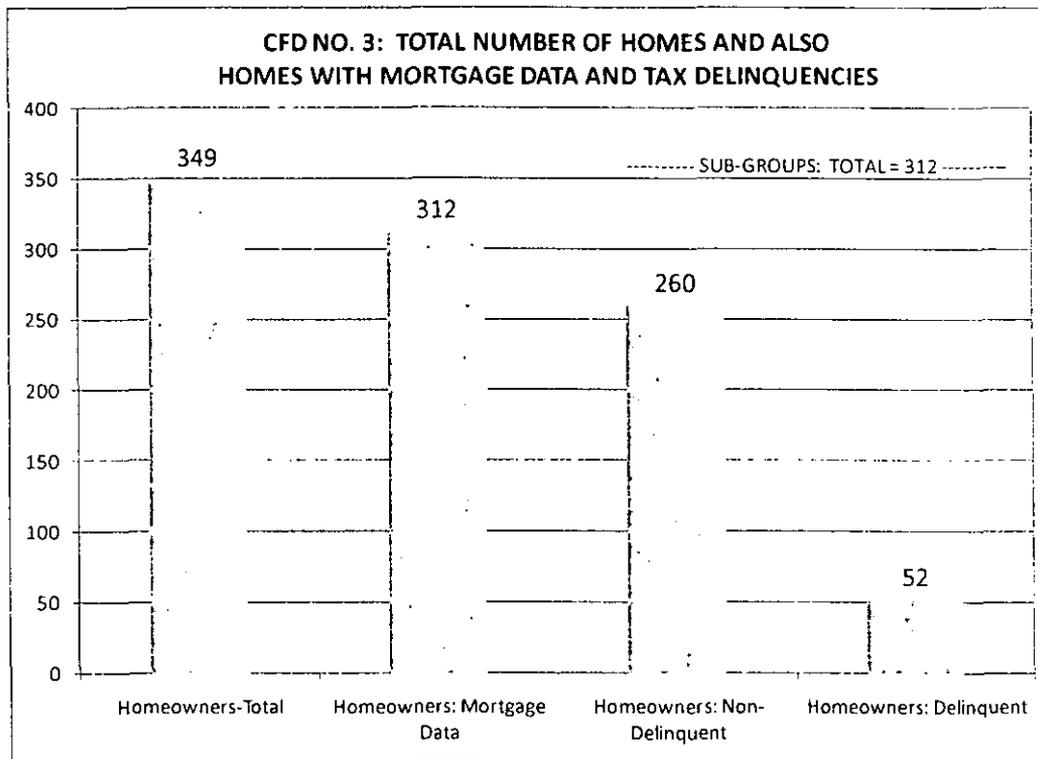
With regards to selecting specific homes for the mortgage analysis, Empire's primary criteria was whether there was sufficient information to calculate the Mortgage Loan to Sales Price Ratio (ML-SP), which requires the sales price of the home as well as the amount of the mortgage loan(s).

Within CFD No. 3, there were 58 homeowners/residences that have had Special Tax delinquencies during the 2003-2004 FY through 2006-2007 FY, for both the first and the second installments as well as for the 2007-2008 FY, the first installment. Furthermore, of these, 52 homeowners, or 90%, had sufficient data to calculate the ML-SP, and so these are utilized herein.

So, for purposes of the following analysis, Empire calculates statistics for the following two groups:

Homeowners with no Tax Delinquencies; 260

Homeowners with Tax Delinquencies: 52



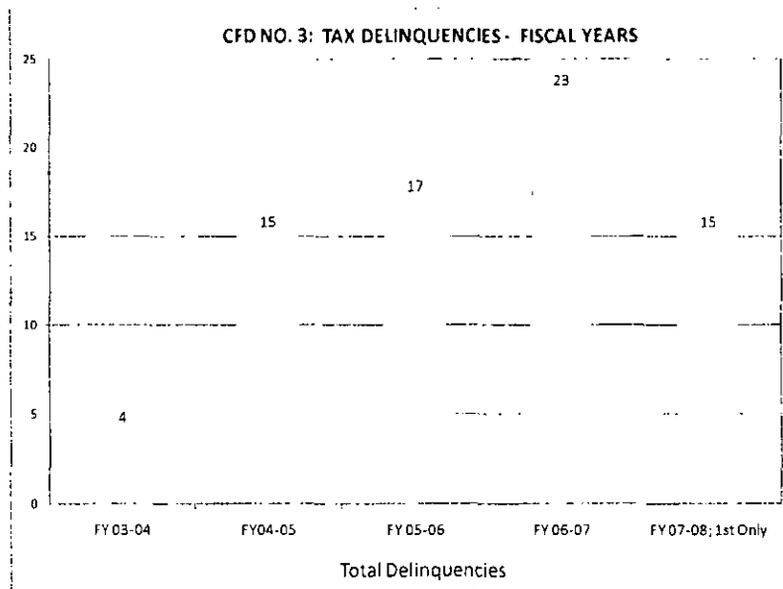
For the remainder of this section, references to "non-delinquent" and "delinquent" homeowners refers to the 312 homeowners for which there are sufficient data to calculate their ML-SP.

Number of Homeowners with Tax Delinquencies

The following statistics represent only those homeowners for which there was sufficient data to calculate their ML-SP.

With regards to the 52 homeowners in the delinquent group, they have had 74 occurrences of not paying their Special Taxes in a timely manner during the 2003-2004 FY through 2006-2007 FY, for both the first and the second installments as well as for the 2007-2008 FY, the first installment. Specifically, a delinquency occurs if a homeowner misses either the first or second installment, and this applies to all of the fiscal years.

- There was an increasing trend for Special Tax delinquencies, with occurrences rising from 4 for 2003-2004 FY to 23 for the 2006-2007 FY; **additionally, during this time period, there was a significant increase in the number of homeowners as well.**
- For the current 2007-2008 FY, delinquencies amounted to approximately 15, and this is for the first installment only.



With regards to the number of Special Tax delinquencies, there were a total of 74 missed tax payments.

To estimate the aggregate number of payments that the homeowners have made, Empire considered the following factors:

- With regards to the potential number of special tax payments that could be made, this includes four complete fiscal years, with two payments per year, and, additionally, for the current fiscal year, 2007-2008, the first installment payment.
- Next, the mortgage analysis covers 312 of the 349 parcels, since there was not sufficient mortgage information available for the 37 remaining parcels.
- Finally, although parcels are levied as developed property once a building permit is issued, parcels are not ready for occupancy until the residences are constructed; Empire assumed that this process would take an additional twelve months.

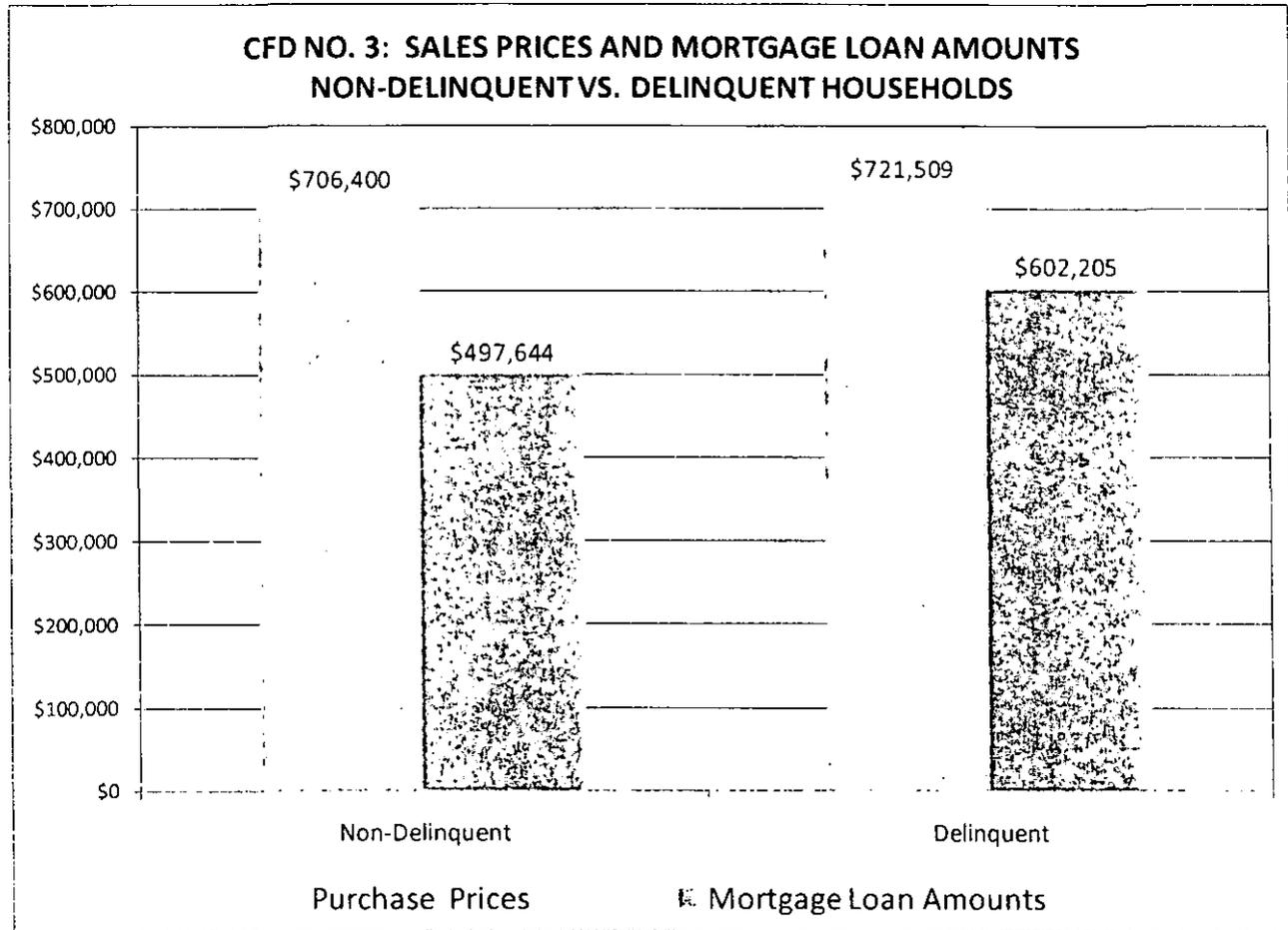
Based upon a consideration of these factors, Empire has conservatively estimated that there were some 1,250 tax payments for occupied homeowners/parcels during the 2003-2004 FY to 2007-2008 FY (first installment).

Housing Prices and Mortgage Loan Amounts

As a starting point for the analysis, it is useful to provide an overview of the components underlying the calculation of the ML-SP, the sales prices of the homes and mortgage loan amounts.

- The sales prices for the homeowners in the non-delinquent group amount to \$706,400 while prices for the homeowners in the delinquent group amount to \$721,509, on the average. So, sales prices for the homeowners in the delinquent group are similar for the non-delinquent group, a difference of approximately +2.14%.
- The mortgage loans for the homeowners in the non-delinquent group amount to \$497,644 while mortgage loans for the homeowners in the delinquent group amount to \$602,205. So, mortgage loans for the homeowners in the delinquent group are significantly higher than for the homeowners in the non-delinquent group, by approximately +21.0%.

Although the sales prices were generally similar for the delinquent and non-delinquent homeowners, their mortgage amounts were substantially different, with the delinquent group being significantly higher.



Mortgage Loan to Sales Price Ratios for Homeowners

The Mortgage Loan to Sales Price Ratios (ML-SP) for the homeowners were calculated using the following formula:

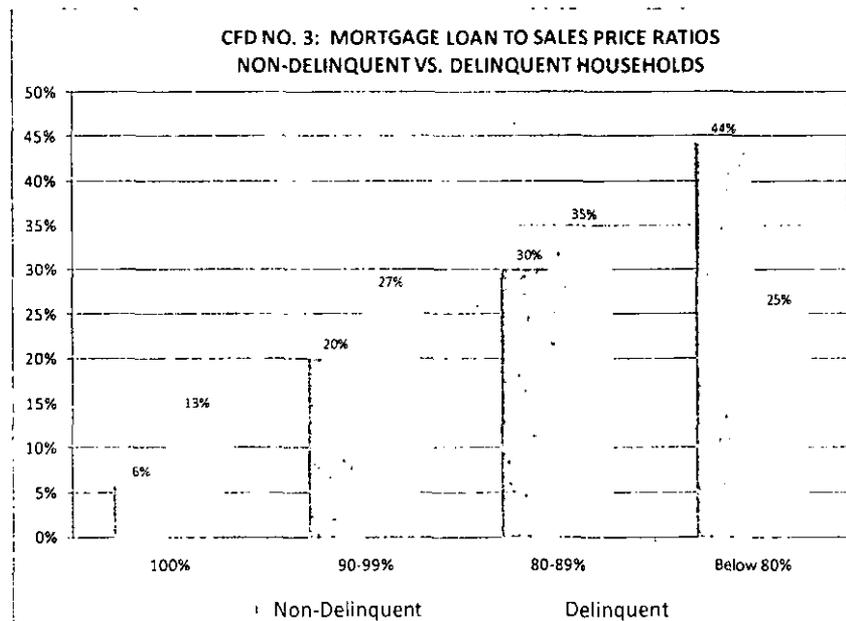
$$\frac{\text{First and Second Mortgage Loans}}{\text{Sales Price}}$$

(Note: The data compiled from the various sources reports only the first and second loans on a parcel, and so additional loans are not included in this analysis; however, in general, such additional loans are not common occurrences.)

Accordingly, for each of the ML-SP categories, the proportions of homeowners in the various categories are as follows:

100% ML-SP:	6% of non-delinquent homeowners 13% of the delinquent homeowners
90-99% ML-SP:	20% of non-delinquent homeowners 27% of the delinquent homeowners
80-89% ML-SP:	30% of non-delinquent homeowners 35% of the delinquent homeowners
Below-80% ML-SP:	44% of non-delinquent homeowners 25% of the delinquent homeowners

So, for the homeowners that have been delinquent, they have a significantly higher proportion of ML-SP in the higher groups (100% and 90%-99%), as compared to the non-delinquent homeowners: 40% vs. 26%. On the other hand, for the homeowners that have not been delinquent, they have a much higher proportion in the lower ML-SP groups (80%-89% and Below-80%) as compared to the delinquent homeowners: 74% vs. 60%.



Types of Loans for Homeowners: Adjustable vs. Fixed

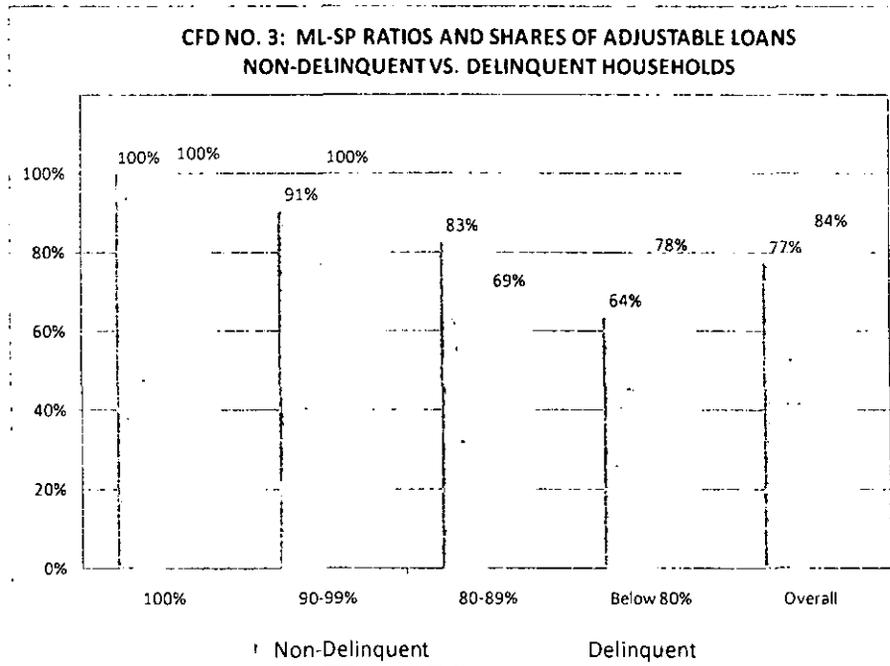
The types of mortgage loans that the homeowners utilize can generally be classified as either fixed (level payment and fully amortized) or adjustable (payments vary according to changes in interest rates and also types of mortgage loan structures). Accordingly, these were compiled for the various groups of homeowners according to the ML-SP categories.

Although it would be desirable to further classify the adjustable mortgage loans by various categories, such as sub-prime, Teaser Rates, and Option ARMs, among others, the public records do not provide sufficient information to perform such classifications.

The share of adjustable rate loans amounted to 77%, on the average, for the non-delinquent group and a much higher 84%, on the average, for the delinquent group.

100% ML-SP:	100% of non-delinquent homeowners have adjustable rates 100% of the delinquent homeowners have adjustable rates
90-99% ML-SP:	91% of non-delinquent homeowners 100% of the delinquent homeowners
80-89% ML-SP:	83% of non-delinquent homeowners 69% of the delinquent homeowners
Below-80% ML-SP:	64% of non-delinquent homeowners 78% of the delinquent homeowners

So, for the homeowners with the highest ML-SP, 100%, all of the groups had adjustable rate loans, for both the delinquent as well as the non-delinquent groups. For homeowners in the 90-99% ML-SP category, the proportion with adjustable loans was higher for the delinquent as compared to the non-delinquent group.



Current Non-Delinquent Households with High ML-SP

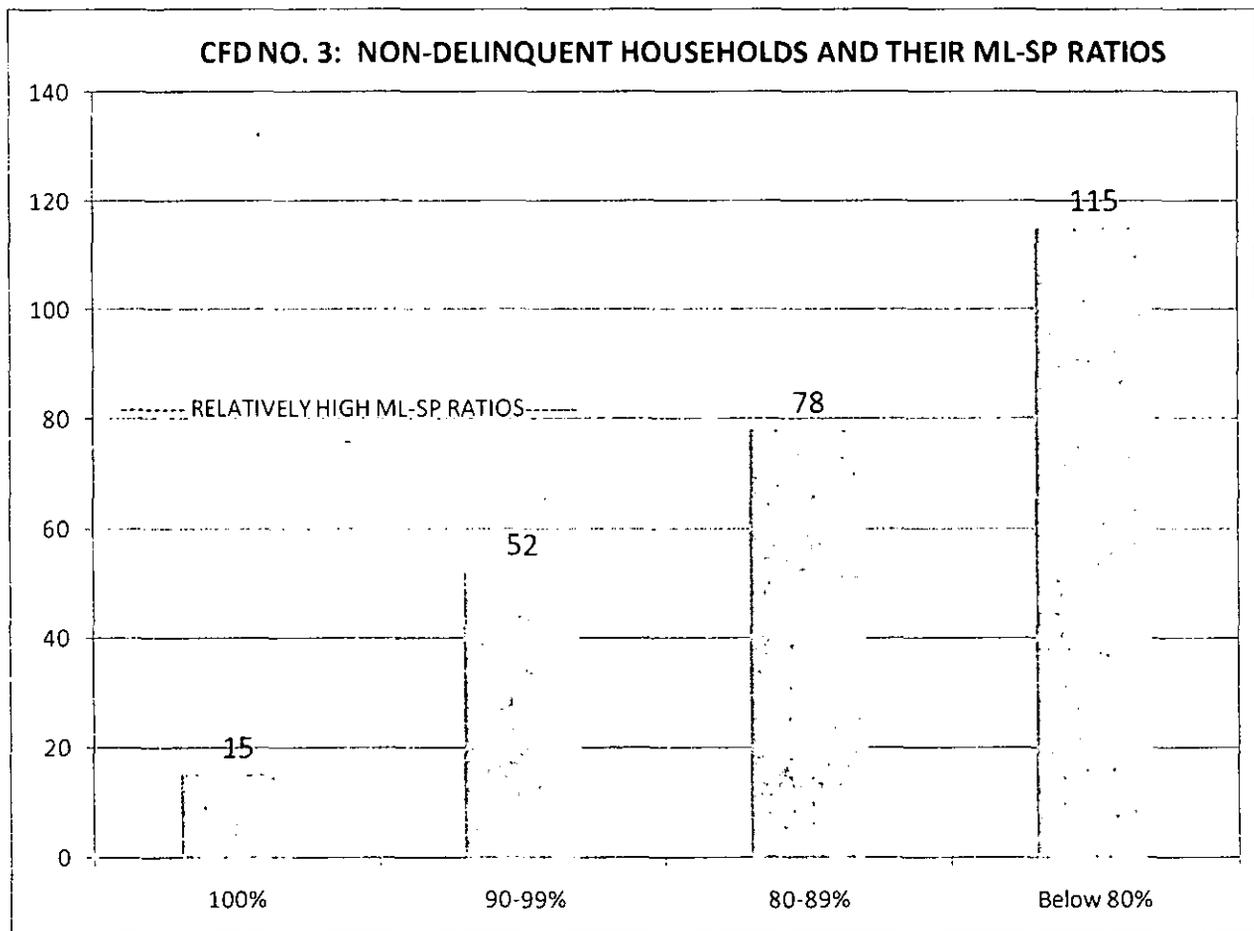
The above analysis has revealed that households which are delinquent on the payment of their Special Taxes typically have high ML-SP, due to their higher loan amounts as well as higher percentage of adjustable rate loans as compared to the mortgage loans of the non-delinquent group.

As mentioned above, the analysis performed herein does not attempt to arrive at a prediction of future Notices of Default for mortgage loans or tax delinquencies for homeowners in CFD No. 3; its purpose is to describe the characteristics of the mortgage loans for the non-delinquent or delinquent homeowners.

Accordingly, out of the 312 homeowners, there were 260 that were NOT delinquent on the payment of any of their Special Taxes during the 2003-2004 FY through 2007-2008 FY (first installment), the number that have relatively high ML-SP are as follows:

100% ML-SP: 15 homeowners

90-99% ML-SP: 52 homeowners



PART III: ASSUMPTIONS AND LIMITING CONDITIONS

The above analysis of the mortgage characteristics of homeowners is meant to serve as a starting point to better understand the potential relationship between mortgage structures and tax delinquencies.

With regards to potential future mortgage loan Notices of Default and/or tax delinquencies, in general, as well as for CFD No. 3, in particular, these will be determined by a complex set of financial and economic factors, with some of the most significant factors being as follows:

- **Future macroeconomic financial factors are difficult to predict:** For instance, significantly lower levels of mortgage rates could benefit homeowners, especially those with adjustable rate mortgages; however, higher rates would, of course, have an adverse impact.

- **The microeconomic financial resources of these homeowners can vary significantly:** For instance, homeowners that have investments in financial securities or other real estate could utilize these to assist with making their mortgage payments; however, homeowners without such alternative resources could be challenged in keeping pace with escalating mortgage payments.

The analysis performed herein does not attempt to arrive at a prediction of future Notices of Default for mortgage loans or tax delinquencies for homeowners in CFD No. 3; its purpose is to describe the characteristics of the mortgage loans for the homeowners.

FIRST AMENDMENT TO PURCHASE AND FINANCE AGREEMENT**Log of Outstanding Items as of February 25, 2008**

<i>Page</i>	<i>Outstanding Items</i>	<i>Responsible Party</i>	<i>Expected Availability</i>
1	Date of Agreement	Bond Counsel	When Agreement is Executed
2-3	Signatures; Date	Bond Counsel	When Agreement is Executed

FIRST AMENDMENT TO PURCHASE AND FINANCE AGREEMENT

This FIRST AMENDMENT TO PURCHASE AND FINANCE AGREEMENT (the "Amendment") is entered into effective as of the ____ day of _____, 2008, by and between the City of San Diego, a chartered city (the "City") and McMillin-NTC, LLC, a Delaware limited liability company (the "Developer"), and amends the terms of that certain Purchase and Finance Agreement, filed in the Office of the City Clerk on May 7, 2002, by and between the City and the Developer (the "Agreement").

RECITALS:

WHEREAS, the City and the Developer have previously entered into the Agreement with respect to the acquisition of certain public facilities by Community Facilities District No. 3 (Liberty Station) (the "District") from the Developer; and

WHEREAS, Exhibit A to the Agreement provides a description of the public facilities that may be acquired by the District; and

WHEREAS, the District has heretofore issued its Special Tax Bonds Series A of 2006 in the aggregate principal amount of \$16,000,000 (the "2006 Bonds") to acquire certain of the public facilities listed in Exhibit A to the Agreement; and

WHEREAS, the District intends to issue a second and final series of special tax bonds, known as the Special Tax Bonds Series A of 2008, in an aggregate principal amount not to exceed \$4,250,000 (the "2008 Bonds"), to acquire certain of the public facilities listed on Exhibit A to the Agreement; and

WHEREAS, the parties desire to amend Exhibit A of the Agreement and replace it in its entirety with the Exhibit A attached hereto in order to change the priority of the Facilities that will be acquired with proceeds of the 2006 Bonds and the 2008 Bonds or from special tax proceeds and to specify a Facility that may be financed by the City with special tax proceeds; and

WHEREAS, this Amendment will benefit taxpayers in the District in that it will allow for special taxes in the District to be levied at lower rates once the facilities described in Exhibit A hereto have been acquired.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereto agree as follows:

1. Amendment of Exhibit A of the Agreement.

Exhibit A to the Agreement is deleted in its entirety and replaced by Exhibit A attached hereto and incorporated by reference herein.

I HEREBY APPROVE the form and legality of the foregoing First Amendment to Purchase and Finance Agreement this ____ day of _____, 2008

Michael J. Aguirre, City Attorney

By: _____
Name: Mark D. Blake
Chief Deputy City Attorney

5	PHASE I PARK FACILITIES⁽³⁾ AND REMAINING PARK DEMOLITION AND ROUGH GRADING	(1) Phase 1 park construction. (2) One half-width frontage street improvements to Farragut and Cushing required to serve the Park, including roadway, water, sewer, storm drain, dry utilities, curb, gutter and sidewalk. (3) Remaining costs of building demolition and rough grading costs not financed as Priority. ⁽²⁾	Previously acquired.
6	PHASE II PARK FACILITIES⁽³⁾	(1) Phase II park construction. (2) One half-width frontage street improvements to Farragut and Cushing required to serve the Park, including roadway, water, sewer, storm drain, dry utilities, curb, gutter and sidewalk.	To be acquired.
7	ROSECRANS INTERSECTION AT NIMITZ BOULEVARD	(1) Two northbound, left-turn lanes from Rosecrans onto Nimitz Boulevard. (2) Two southbound left-turn lanes from Rosecrans onto Nimitz Boulevard. (3) Reconstruction of private improvements required by widening. (4) Right-of-way acquisition, if necessary. (5) Relocation and reconstruction of wet and dry utilities, street lighting, curb, gutter, sidewalk, medians, retaining walls and other incidental and appurtenant work.	To be acquired.
8	LANING/CUSHING DRIVE SIGNAL IMPROVEMENTS	Traffic signal at the intersection of Laning and Cushing, and roadway utilities.	To be acquired.

(1) The descriptions of the Facilities in this Exhibit A are preliminary. The final nature, extent, scope and location of the Facilities will be determined upon the preparation of final plans and specifications. The final plans and specifications may show modifications to the Facilities in order to accomplish the work or serve development within the District.

(2) The amount funded through the CFD for Park demolition and rough grading prior to completion of the Phase 1 Park improvements shall not exceed the lesser of (i) \$1,000,000 or (ii) 50% of the total costs of such Park demolition and rough grading.

(3) The Phase 1 and Phase 2 Park Facilities improvements may include without limitation precise grading, hardscape, landscaping and irrigation, active and passive recreation and play structures, picnic facilities, restrooms and other improvements required to be constructed by the Developer pursuant to the Park Agreement, the DDA, the general development plan for the Park and other local or State agency approvals required for the Park. The phases of the Park Facilities shall consist of usable portions of the Park constructed pursuant to the Park Agreement and determined to be Substantially Complete pursuant to this Agreement.

An aquatic center for the Park (the "Aquatic Center") in the approximate amount of \$466,726 may be financed by the City with special tax proceeds remaining each year after the payment of debt service on the 2006 Bonds and the 2008 Bonds. The Aquatic Center will not be constructed by the Developer and if constructed the City will be responsible for the construction. If permitted by a future amendment to the NTC Park Agreement, special tax proceeds collected for the Aquatic Center shall be applied to the cost of the Phase 2 Park Facilities.

The maximum amount to be paid to the Developer pursuant to this Agreement is \$6,000,000 for the acquisition of the Road Facilities and \$14,779,800 for the acquisition of the Park Facilities. Once those maximum amounts have been paid to the Developer, for purposes of the Rate and Method of Apportionment of Special Taxes for Improvement Area No. 1 and Improvement Area No. 2 of the District, all Facilities shall be deemed to have been acquired.

RESOLUTION NUMBER R- _____

DATE OF FINAL PASSAGE _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN DIEGO ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 3 (LIBERTY STATION) AUTHORIZING THE ISSUANCE OF ITS SPECIAL TAX BONDS SERIES A OF 2008 IN A PRINCIPAL AMOUNT NOT TO EXCEED FOUR MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS (\$4,250,000) AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City Council of the City of San Diego, located in San Diego County, California (hereinafter sometimes referred to as the "legislative body of the District"), has heretofore undertaken proceedings and declared the necessity of Community Facilities District No. 3 [Liberty Station] [District] to issue bonds pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California [Act]; and

WHEREAS, pursuant to resolutions adopted by the legislative body of the District on June 25, 2002 [Resolutions], certain propositions to authorize the levy of a special tax and the issuance of bonded indebtedness were submitted to the qualified electors within each of Improvement Area No. 1 and Improvement Area No. 2 in the District, and were approved by more than two-thirds of the votes cast at the election held within each Improvement Area on June 25, 2002; and

WHEREAS, based upon the Resolutions and the election, the District is authorized to issue bonds in one or more series, pursuant to the Act, in an aggregate principal amount not to exceed \$30,000,000; and

WHEREAS, the legislative body of the District has heretofore issued the first series of bonds in an aggregate principal amount of \$16,000,000 [2006 Bonds] pursuant to a Bond Indenture dated as

of June 1, 2006 between the District and Wells Fargo Bank, National Association [Bond Indenture];
and

WHEREAS, the legislative body of the District desires to: (i) establish a process for waiving certain restrictions on the transferability of the 2006 Bonds contained in the Bond Indenture as set forth in the First Supplemental Bond Indenture (defined herein), (ii) issue a second series of bonds under the Act to finance certain public facilities which the District is authorized to finance, and (iii) limit the issuance of any additional bonds of the District in the future to refunding bonds only;
and

WHEREAS, the District desires to accomplish the financing of certain public facilities through the issuance of bonds in an aggregate principal amount not to exceed \$4,250,000 designated as the "Community Facilities District No. 3 (Liberty Station) Special Tax Bonds Series A of 2008" [Bonds]; and

WHEREAS, in order to effect the issuance of the Bonds, the legislative body of the District desires to approve the forms of and authorize the execution and delivery of a First Supplemental Bond Indenture, a Bond Purchase Agreement, a Continuing Disclosure Certificate of the District and a Preliminary Official Statement, the forms of which are on file with the City Clerk as Document Numbers _____, _____, _____ and _____; and

WHEREAS, on the basis of certain information set forth in the Report to City Council regarding the proposed issuance of the Bonds, the legislative body of the District has determined in accordance with Government Code Section 53360.4 that a negotiated sale of the Bonds to Stone & Youngberg LLC and E.J. De La Rosa & Co., Inc., as underwriters [Underwriters], in accordance with the terms of the Bond Purchase Agreement to be entered into by the District and the Underwriters [Bond Purchase Agreement] will result in a lower overall cost to the District than a sale of the Bonds on sealed proposals to the highest bidder as described in Government Code Section 53360; and

WHEREAS, the legislative body of the District has determined that it is prudent in the management of its fiscal affairs to issue the Bonds; and

WHEREAS, the aggregate assessed value of the real property in the District subject to the special tax to pay debt service on the Bonds based on the full cash value of the property within the District as shown on the most recent *ad valorem* assessment roll for property within the District is more than four times the principal amount of the Bonds and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a special assessment levied on property within the District, which assessed value exceeds the minimum value required by the Act for the issuance of the Bonds; and

WHEREAS, Council Policy No. 800-03 of the City of San Diego [City] as it existed at the time of formation of the District [Council Policy No. 800-03] requires that, where the value-to-lien ratio of a lot or lots is less than 3 to 1, credit enhancements must be provided to the satisfaction of the City; and

WHEREAS, given that the assessed value-to-lien ratios of one parcel in the District is currently less than 3 to 1, the legislative body of the District desires to provide that the Bonds will be issued only following the certification of an Authorized Officer (as defined in Section 3 below) that the value-to-lien provisions of Council Policy No. 800-03 have been satisfied for all parcels in the District upon which special taxes are expected to be levied to repay the Bonds; and

WHEREAS, Ordinance O-19320 authorizes the Disclosure Practices Working Group [DPWG] to evaluate for accuracy the City's disclosure documents; and

WHEREAS, Ordinance O-19320 is codified into Section 22.4107 of the San Diego Municipal Code; and

WHEREAS, on February 19 and 20, 2008 the DPWG reviewed and approved the Preliminary Official Statement in connection with the District and the Bonds in accordance with the San Diego Municipal Code; NOW THEREFORE,

BE IT RESOLVED, the City Council of the City of San Diego acting as the legislative body of Community Facilities District No. 3 (Liberty Station) does hereby resolve, order and determine as follows:

SECTION 1. Each of the above recitals is true and correct and is adopted by the legislative body of the District.

SECTION 2. The District is authorized pursuant to the Act to issue the Bonds for the purpose of financing public facilities which the District is authorized to finance.

SECTION 3. The issuance of the Bonds in a principal amount not to exceed \$4,250,000 is hereby authorized with the exact principal amount of the Bonds to be determined by the official signing the Bond Purchase Agreement in accordance with Section 6 below. The legislative body of the District hereby determines that it is prudent in the management of its fiscal affairs to issue the Bonds. The Bonds shall mature on the dates and pay interest at the rates set forth in the Bond Purchase Agreement to be executed on behalf of the District in accordance with Section 6 hereof. The Bonds shall be governed by the terms and conditions of the Bond Indenture as amended and supplemented by a First Supplemental Bond Indenture [First Supplement] and as amended [Indenture]. The First Supplement shall be prepared by Bond Counsel to the District and executed by any one of the Mayor, the Chief Operating Officer of the City or the Chief Financial Officer of the City or the written designee of one of the foregoing collectively [Authorized Officers] substantially in the form presented at this meeting, with such additions thereto and changes therein as the officer or officers executing the same deem necessary to cure any ambiguity or defect therein, to insert the offering price(s), interest rate(s), selling compensation, principal amount per maturity, redemption dates and prices and such other related terms and provisions as limited by Section 6 hereof, or to conform any provisions therein to the Bond Purchase Agreement. Approval of such changes shall be conclusively evidenced by the execution and delivery of the First Supplement by any one of the

Authorized Officers. Capitalized terms used in this Resolution which are not defined herein have the meanings ascribed to them in the Indenture.

The legislative body of the District hereby authorizes the provisions of the second paragraph of Section 2.9 of the Bond Indenture to be waived in accordance with the procedures set forth in Section 5.1 of the First Supplement.

SECTION 4. The Bonds shall be executed on behalf of the District by the manual or facsimile signature of the President of the legislative body of the District and the seal of the District or the City, or a facsimile thereof, may be impressed or imprinted thereon and the signature of the President of the legislative body of the District shall be attested to with the manual or facsimile signature of the City Clerk or Deputy City Clerk.

SECTION 5. The Underwriters are hereby appointed for purposes of offering the Bonds for sale in accordance with the provisions of the Bond Purchase Agreement and the Indenture. The form of the Bond Purchase Agreement presented at this meeting is hereby approved and any one of the Authorized Officers is hereby authorized to execute the Bond Purchase Agreement, with such additions thereto and changes therein relating to dates and numbers as are necessary to conform the Bond Purchase Agreement to the dates, amounts and interest rates applicable to the Bonds as of the sale date. Approval of such additions and changes shall be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement; provided, however, that the Bond Purchase Agreement shall be signed and the Bonds shall be issued only if (1) the true interest cost for the Bond does not exceed 7.75% per annum, (2) the discount paid to the Underwriters (exclusive of original issue discount) does not exceed 2.50% of the principal amount of the Bonds, and (3) an Authorized Officer has certified, in writing, that the requirements of Council Policy No. 800-03 regarding value-to-lien ratios have been satisfied for all parcels in the District upon which special taxes are expected to be levied to repay the Bonds either because (a) the value-to-lien ratio for a lot or a group of lots

owned by a single owner is above 3 to 1 based on the assessed values obtained from the County of San Diego Assessor's Office, or (b) as to lots for which the value-to-lien-ratio is less than 3 to 1, a letter of credit satisfying the requirements of the First Implementation Agreement between the Redevelopment Agency of the City of San Diego [Agency] and McMillin NTC, LLC [McMillin] has been provided to the Agency by McMillin and will remain in effect as to such lot or lots until such time as an Authorized Officer determines that the value-to-lien ratio for such lot or lots is at least 3 to 1.

Each of the Authorized Officers is authorized to determine the day on which the Bonds are to be priced in order to attempt to produce the lowest borrowing cost for the District and may reject any terms presented by the Underwriters if determined not to be in the best interest of the District.

SECTION 6. The form of the Continuing Disclosure Certificate of the District presented at this meeting is hereby approved and any of the Authorized Officers is hereby authorized to execute the Continuing Disclosure Certificate of the District, with such additions thereto and changes therein as such Authorized Officers deem necessary and appropriate.

SECTION 7. The form of the Preliminary Official Statement presented at this meeting is hereby approved and the Underwriters are hereby authorized to distribute the Preliminary Official Statement to prospective purchasers of the Bonds in the form hereby approved, together with such additions thereto and changes therein as are determined necessary by the Authorized Representatives, or their written designees, to make such Preliminary Official Statement final as of its date for purposes of Rule 15c2-12 of the Securities and Exchange Commission, including but not limited to, such additional changes as are necessary to make all information therein accurate and not misleading. The Authorized Representatives, and their written designees, are each hereby authorized to execute a final Official Statement in the form of the Preliminary Official Statement, together with such changes as are determined necessary by such Authorized Representative to make such Official Statement complete and accurate as of its date. The Underwriters are further authorized to distribute the final

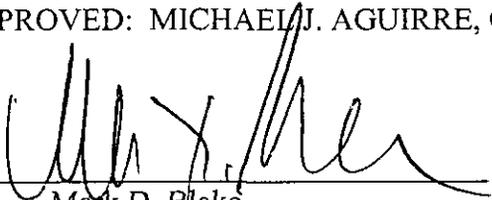
Official Statement for the Bonds and any supplement thereto to the purchasers thereof upon its execution as described above.

SECTION 8. In accordance with the requirements of Section 53345.8 of the Act, the legislative body of the District hereby determines that the aggregate value of the real property in the District subject to the special tax to pay debt service on the Bonds is at least three times the principal amount of the Bonds and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a special assessment levied on property within the District. This determination is based on the full cash value of property within the District as shown on the most recent *ad valorem* assessment roll for property within the District.

SECTION 9. Each of the Authorized Officers is authorized to provide for all services necessary to effect the issuance of the Bonds. Such services shall include, but not be limited to, obtaining legal services, trustee services, consultant services and any other services deemed appropriate by an Authorized Officer. Any one of the Authorized Officers is authorized to pay for the cost of such services, together with other Costs of Issuance (as defined in the Indenture) from Bond proceeds. Without further approval of the legislative body of the District, the total amount disbursed by the Authorized Officers for Costs of Issuance of the Bonds, exclusive of the Underwriters' discount, shall not exceed 9.80% of the principal amount of the Bonds.

SECTION 10. The Mayor or his designee and the other Authorized Officers responsible for the fiscal affairs of the District are hereby authorized and directed to take any actions and execute and deliver any and all documents as are necessary to accomplish the issuance, sale and delivery of the Bonds in accordance with the provisions of this Resolution and the fulfillment of the purposes of the Bonds as described in the Indenture. Any document authorized herein to be signed by the City Clerk may be signed by a duly appointed Deputy City Clerk.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By 
Mark D. Blake
Chief Deputy City Attorney

MDB:jdf
02/22/08
Or.Dept:Debt Management
R-2008-719

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor

RESOLUTION NUMBER R-_____

DATE OF FINAL PASSAGE _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
 SAN DIEGO APPROVING A FIRST AMENDMENT TO
 PURCHASE AND FINANCE AGREEMENT FOR
 COMMUNITY FACILITIES DISTRICT NO. 3 (LIBERTY
 STATION)

WHEREAS, the City Council of City of San Diego [City Council] has heretofore adopted Resolution No. R-296472 on May 7, 2002, stating its intention to form Community Facilities District No. 3 (Liberty Station) [District] and approving a Purchase and Finance Agreement between the City of Diego [City] and McMillin-NTC, LLC, a Delaware limited liability company [Developer] with respect to the facilities to be acquired by the District from the Developer; and

WHEREAS, the Purchase and Finance Agreement was filed in the Office of the City Clerk as document No. RR-29642, as supplemented by letter agreement from the City dated June 11, 2004 [Agreement]; and

WHEREAS, Exhibit A to the Agreement provides a description of the public facilities that may be acquired by the District, which was modified, in part, by letter agreement from the City dated June 11, 2004; and

WHEREAS, in order to permit future reductions in the amount of special taxes to be levied within the District, the City and the Developer desire to amend the Agreement by entering into a First Amendment to Purchase and Finance Agreement [Amendment] to amend the list of public facilities that may be acquired by the District by replacing Exhibit A to the Agreement in its entirety with Exhibit A to the Amendment; and

WHEREAS, the form of the Amendment has been presented to this City Council and is on file with the City Clerk as Document No. _____; and

WHEREAS, the District has heretofore issued its Special Tax Bonds Series A of 2006 in the aggregate principal amount of \$16,000,000 [2006 Bonds] to acquire a number of the public facilities listed in Exhibit A to the Agreement; and

WHEREAS, the District intends to issue a second and final series of special tax bonds, to be designated as the "Special Tax Bonds Series A of 2008" in an aggregate principal amount not to exceed \$4,250,000 [2008 Bonds], to acquire certain public facilities listed on Exhibit A to the Agreement not previously financed with proceeds of the 2006 Bonds and special tax proceeds of the District; and

WHEREAS, the qualified voters of Improvement Area No. 1 and Improvement Area No. 2 have heretofore approved the rate and method of apportionment of special taxes for Improvement Area No. 1 and the rate and method of apportionment of special taxes for Improvement Area No. 2 [Rate and Method] at elections held on June 25, 2002, the results of which were certified by the City Council as Resolution No. R-296743; and

WHEREAS, each Rate and Method provides that the City Council may, in any fiscal year, levy proportionately less than 100 per cent of the assigned special tax under each Rate and Method when (1) the City Council is no longer required to levy a special tax pursuant the method of apportionment in the Rate and Method, (2) all authorized bonds of the District have been issued or the City Council has covenanted not to issue other parity bonds (other than refunding bonds), and (3) all facilities identified in the Agreement have been acquired [Reduction Test]; and

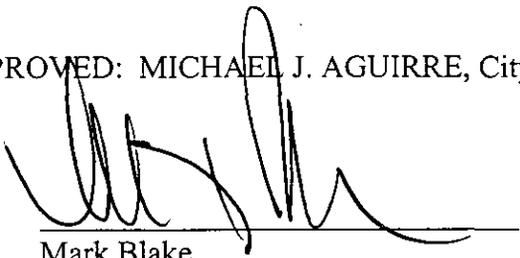
WHEREAS, the Amendment will amend Exhibit A to the Agreement to provide a description of the aquatic center that may be financed by the District with special tax proceeds and to provide that part (3) of the Reduction Test will be satisfied upon disbursement to the Developer of the maximum amount specified in the Amendment; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. The above recitals are true and correct.
2. The Amendment, a copy of which is on file with the City Clerk as document No. _____, is hereby approved. Any one of the Mayor, the Chief Operating Officer of the City or the Chief Financial Officer of the City or the written designee of one of the foregoing [Authorized Officers] shall have the authority to execute the Amendment in substantially the form presented at this meeting, with such additions thereto and changes therein as the officer or officers executing the same deem necessary to cure any ambiguity or defect therein if such addition or change does not materially alter the substance or content thereof. Approval of such changes shall be conclusively evidenced by the execution and delivery of the Amendment by any one of the Authorized Officers.
3. Other than the amendment of Exhibit A as provided in the Amendment, no other provision of the Agreement shall be amended and the Agreement shall remain in full force and effect.
4. This Resolution shall be effective upon its adoption.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By


 A handwritten signature in black ink, appearing to read 'Mark Blake', is written over a horizontal line. The signature is stylized and cursive.

Mark Blake
Chief Deputy City Attorney

MB:jb
02/26/2008
Or.Dept:Debt Mgmt.
R-2008-724

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of _____.

ELIZABETH S. MALAND
City Clerk

By _____
Deputy City Clerk

Approved: _____
(date)

JERRY SANDERS, Mayor

Vetoed: _____
(date)

JERRY SANDERS, Mayor