AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION

MEETING AGENDA

Location: San Bernardino County Government Center
385 N. Arrowhead Avenue, 5th Floor – Citrus Room
San Bernardino, California

Date/Time: Thursday, February 13, 2014, 4:00 p.m.

1. Call to Order (Chair Gonzales)

2. Roll Call

3. Action Item:
Approval of Minutes from January 16, 2014 (Chair Gonzales)

4. Action Item:
Approval of Resolution 2014-02 Authorizing the Issuance of Special Tax Refunding Bonds, Series 2014 in an Aggregate Principal Amount Not to Exceed $10,000,000 and approving certain documents and taking certain other actions in connection therewith

5. Public Comment

6. Adjournment

AGUA MANSA

MINUTES

AMIGA MEETING OF THE EXECUTIVE COMMITTEE

MEETING: Agua Mansa Industrial Growth Association

LOCATION: San Bernardino County Government Center
385 N. Arrowhead Avenue, 5th Floor, Citrus Room
San Bernardino, California

DATE/TIME: Thursday, January 16, 2014, 4:00 p.m.

MEMBERS PRESENT: Chairman Josie Gonzales, County of San Bernardino, 5th District Supervisor; Rusty Bailey, Mayor, City of Riverside; Deborah Robertson, Mayor, City of Rialto

OTHERS PRESENT: Doug Moore, San Bernardino County Board of Supervisors, 5th District; Michelle Blakemore, County Counsel, San Bernardino County; Dawn Messer, County Counsel, San Bernardino County; Jeff Rigney, Director, Special Districts ; Gail Joe, Special Districts; Mary Mayes, Special Districts; Scott Smith, CSG Advisors; Katie Koster, Piper Jaffray; Jim Anderson, McFarland & Anderson

1. Call to Order

Chair Gonzales called the meeting to order at 4:18 p.m. For the record, she stated Councilmember Toro is out with the flu and Councilmember Gardner was unable to attend.

Jeff Rigney, Director of Special Districts, announced there was a change to Item 4, Recommendation No. 2, adding the wording after to redeem bonds to "and to reallocate $172,777.99 in the Construction Account toward the redemption of the bonds." The corrected version was in the packets that were provided to the Committee members and additional people present.

2. Approval of Minutes from June 5, 2013; and July 31, 2013 (Chair Gonzales)

Chair Gonzales asked Counsel if Committee Member Bailey could vote on the minutes since he wasn't in attendance during these meetings; Counsel stated he could. Motion by Committee Member Robertson to approve the minutes of June 5, 2013 and July 31, 2013, seconded by Committee Member Bailey. The minutes of June 5, 2013 and July 31, 2013 were unanimously recommended for approval.

3. **Bond Refinancing Update Report and Presentation of the Proposed Refinancing of the "Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) Special Tax Bonds, Series 2003."**

Chair Gonzales introduced Jeff Rigney who gave a brief history of how, why and when the JPA was formed. He turned the presentation over to Scott Smith of CSG Advisors, for the presentation. Mr. Smith provided a handout of the presentation to the members and introduced Katie Koster, Managing Director for Piper Jaffray, Underwriters, and Jim Anderson, of McFarland Anderson, Bond Counsel for the JPA. Mr. Smith spoke about the current market issues since June 2013 and then turned the floor over to Ms. Koster. Ms. Koster gave a brief summary of City National Bank's proposal and went over the slides presented in the handout. Chair Gonzales asked if there were any questions and there were none. Mr. Smith then explained the proposed transaction timeline for the redemption of the bonds. In order for action to be taken by the AMIGA Committee at the February 13, 2014 meeting, a notice would need to be mailed out to the bondholders by January 29, 2014, as the bonds are only redeemable in March and September. If approved today, the mailing can go out before approval of the documents.

The Chair said there is only a 15-day timeframe between the time of the meeting and the closing of the transferring of the funds. The Chair then asked Mr. Anderson if there was enough time to take care of everything by the next meeting date of February 13, 2014. Mr. Anderson stated they are comfortable with this date and don't believe there will be any issues, as they have been working on the related documents and making progress; therefore, everything will be ready for the Committee's decision on February 13, 2014. The Chair stated she just wanted to make sure the other Committee members were comfortable with what is being done and with this timeline.

Committee Member Bailey asked if there was any risk with the notice to the bondholders. Mr. Anderson stated it is a conditional notice and is common with these types of situations. Committee Member Robertson asked if the exploration of interest included other entities that could participate and provide funding as well like insurance companies. Ms. Kostner said that insurance companies fall under the public sale compliance so they would have to do a full underwriting and prepare the preliminary statement and at that point, they would all participate as part of the public sale and how City National provided the best rate and the best term for the transaction. Ms. Kostner then explained how they obtained the rate they received and the process they followed. Committee Member Robertson then asked Counsel if this timeframe for the notices meets Counsel's approval and Counsel stated it did. No other questions were asked and the Chair stated the item is received and on file.

4. **Consider Refinancing of and Request to Redeem Bonds of the "Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) Special Tax Bonds, Series 2003" and the Reallocation of Funds in the Construction Account.**

Chair Gonzales stated Item No. 4 had two recommendations:

1. Approve the refinancing of the "Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) Special Tax Bonds, Series 2003" and direct staff to present the refinancing documents in substantially final form at a scheduled meeting.
2. Approve the request to redeem the bonds, authorize Jeff Rigney, Director of Special Districts, to execute the request to redeem bonds and to reallocate $172,777.99 in the "construction account" toward the redemption of the bonds.

The Chair asked Mr. Rigney to present the item. Mr. Rigney stated this item is requesting the Committee approve the method as outlined and give the authority to staff and consultants to move forward with the refinancing, prepare the documents, and return at a February meeting with the documents in their substantially final form for the Committee's approval, they still have to work to finalize the numbers and get them submitted.

Number two on the item is part of the refinancing which is the request to redeem the bonds and authorize him to execute the request to redeem bonds. This attachment will go to US Bank with a letter authorizing the release of funds. We are also asking to reallocate the almost $173,000 in the construction account to be used toward redeeming the current bonds. This money has been sitting in a construction account in case there were unknowns. The money has been sitting for many years and the construction is complete and staff feels this is an appropriate time to redistribute the funds. Counsel Blakemore said the reallocation will be done through the formal documents presented at the next meeting and it is now appropriate time to use the last of these proceeds.

Motion to approve by Committee Member Robertson, seconded by Committee Member Bailey. Hearing no opposition, this item was unanimously recommended for approval.

5. **Adopt Resolution Amending Regular Meeting Dates of the Executive Committee of the Agua Mansa Industrial Growth Association.**

The Chair stated Item No. 5 was to approve Resolution No. 2014-01 amending the regular meeting dates to meet the bond schedule dates, as required to move forward with the bond refinancing process. By approving the calendar, it will give more than enough meeting dates to be able to act quickly and address any issues that could arise. The meeting dates as set forth in the Resolution are:

- Thursday, February 13, 2014 4:00 p.m.
- Wednesday, March 19, 2014, 4:00 p.m.
- Monday, April 14, 2014, 4:00 p.m.

There were no questions or comments. Motion to approve Resolution 2014-1 amending the AMIGA regular meeting dates by Committee Member Robertson, seconded by Committee Member Bailey. Hearing no opposition, this item was unanimously recommended for approval

Chair Gonzales mentioned that for the record, after the AMIGA JPA sunsetted, one meeting per year was held as required for the annual audits. Now the Committee is looking into the refinancing of the bonds where a sizable amount of money may be saved, approximately $1.8 – $1.9 million. The Chair thanked the Committee Members for their extra efforts with this and for being available for the additional meeting dates.

5. Public Comment:

The Chair opened the floor for Public Comment at 4:54 p.m. No member of the public wished to speak, so Public Comment was closed.

6. Adjournment:

The meeting was adjourned at 4:55 p.m. with a motion by Committee Member Robertson, seconded by Committee Member Bailey.

The next regularly scheduled meeting will be on February 13, 2014.

REPORT/RECOMMENDATION TO THE AUGA MANSA INDUSTRIAL GROWTH ASSOCIATION EXECUTIVE COMMITTEE AND RECORD OF ACTION

FEBRUARY, 13, 2014

ITEM NO. 4

FROM: **JEFFREY O. RIGNEY,** Director
Special Districts Department, County of San Bernardino

SUBJECT: **ADOPT RESOLUTION AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BONDS, SERIES 2014 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,000,000 AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH**

RECOMMENDATION(S)

Adopt Resolution No. 2014-02 authorizing the issuance of Special Tax Refunding Bonds, Series 2014 in an aggregate principal amount not to exceed $10,000,000 and approve certain documents and taking certain other actions in connection therewith.
(Presenter: Jeffrey O. Rigney, Director, Special Districts Department, County of San Bernardino, 909 387-5967)

FINANCIAL IMPACT

All costs relating to the refinancing will be paid by the proceeds from the sale of the refinancing of the bonds. The bonds will be repaid by a special tax levy paid by the property owners in the Community Facilities District. The final interest rate of the bonds will be 4.15%.

BACKGROUND INFORMATION

On January 16, 2014 (Item No. 4), the AMIGA Executive Committee approved the refinancing of the "Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) Special Tax Bonds, Series 2003" ("Bonds") and directed staff to present the refinancing documents in substantially final form at a scheduled meeting.

Approval of this Resolution is necessary to proceed with the refinancing of the "Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) Special Tax Bonds, Series 2003" ("Bonds") and provide for approval of the refunding documents as to their form and substance, giving authorization for modifications, approved by Counsel, and deemed as necessary for the refinancing of the bonds.

Moved: ______ Second: _____ Aye: ______ Nay: _____

Approved Date: ________________

Secretary of the Governing Board ____________________

The purpose of the refinancing is to take advantage of interest rates that have decreased since the Special Tax Bonds, Series 2003 were issued. It is anticipated that the refinancing of the current bonds will save AMIGA approximately $1.8 million over the term of the bonds.

REVIEW BY OTHERS

This item has been reviewed by County of San Bernardino, County Counsel (Dawn Messer, Deputy Counsel, 909 387-5455) on February , 2014.

RESOLUTION NO. 2014-02

RESOLUTION OF THE AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION EXECUTIVE COMMITTEE ACTING AS THE LEGISLATIVE BODY OF AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION COMMUNITY FACILITIES DISTRICT NO. 2002-1 (AGUA MANSA INDUSTRIAL CENTER) AUTHORIZING THE ISSUANCE OF SPECIAL TAX REFUNDING BONDS, SERIES 2014 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $10,000,000 AND APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Agua Mansa Industrial Growth Association Executive Committee ("AMIGA" and the "Committee," respectively) has previously undertaken proceedings and declared the necessity to issue bonds on behalf of Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) ("CFD No. 2002-1") pursuant to the terms and conditions 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 (the "Act"); and

WHEREAS, the questions of whether bonds should be issued to pay, repay or defease bonds of Agua Mansa Industrial Growth Association Community Facilities District No. 89-1 (Agua Mansa Industrial Center) ("CFD No. 89-1") and the levy of a special tax in order to pay the principal and interest on such bonds of CFD No. 2002-1 were submitted to the qualified electors within CFD No. 2002-1 and were approved by more than two-thirds of such electors at a special election held on May 20, 2003; and

WHEREAS, based on a certificate of the Election Official designated as provided by Resolution No. 2003-6, the Registrar of the County of Riverside, as the election official, declared that the proposition authorizing the issuance of bonds and the levy of special taxes, presented to the qualified electors of CFD No. 2002-1 on May 20, 2003, had received an affirmative vote of more than two-thirds of the qualified electors voting at such election and by such action so approved and, accordingly, CFD No. 2002-1 is established and formed and is authorized to issue bonds from time to time, as determined by AMIGA, for the benefit of CFD No. 2002-1 and to take the necessary steps to levy the special tax within CFD No. 2002-1; and

WHEREAS, the "Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center), Special Tax Bonds, Series 2003" (the "2003 Bonds") were issued and sold in the initial par amount of $12,705,000 on July 24, 2003, in order to refinance public facilities projects, as authorized by the proceedings referenced above, pursuant to the provisions of that certain Bond Indenture, dated as of July 1, 2003, between the District and U.S. Bank National Association, the Fiscal Agent for the 2003 Bonds, a portion of which 2003 Bonds are currently outstanding; and

WHEREAS, AMIGA, acting as the legislative body of CFD No. 2002-1, desires to issue special tax bonds in the aggregate principal amount not to exceed $10,000,000 designated as Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) Special Tax Refunding Bonds, Series 2014 (the "2014 Bonds") as permitted by the Act to refund and defease the 2003 Bonds; and

WHEREAS, the Committee acting as the Legislative Body of CFD No. 2002-1, has been presented with various documents relating to the issuance and delivery of the 2014 Bonds (each as further defined herein), but not limited to: the form of the Bond Purchase Agreement, the form of Placement Agreement, the form of the Continuing Disclosure Certificate for the 2014 Bonds and various other documents which are incorporated herein by this reference; and

WHEREAS, the Committee acting as the Legislative Body of CFD No. 2002-1, desires to determine, in accordance with applicable law, that a private placement of the 2014 Bonds set forth herein in accordance with the terms and conditions of the Bond Purchase Agreement and the Placement Agreement, which are approved herein as to form (the "Purchase Agreement" and the "Placement Agreement," respectively), and various other matters as permitted under the provisions of State law will result in a lower overall cost to CFD No. 2002-1 than a public sale; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the 2014 Bonds and the levy, collection and pledge of the special taxes upon taxable property within CFD No. 2002-1 as security for such 2014 Bonds, as contemplated by this Resolution and the documents referred to here, exists, have happened and have been performed in due time, for and manner as required by the laws of the State of California, including the Act.

WHEREAS, the Committee desires to designate the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, BE IT RESOLVED by THE EXECUTIVE COMMITTEE OF THE AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION, as follows:

Section l. Recitals. Each of the above recitals is true and correct.

Section 2. Findings of CFD No. 2002-1. AMIGA, acting as the legislative body of CFD No. 2002-1, based on documentation presented to AMIGA, hereby finds and determines that the issuance of the 2014 Bonds to pay, repay or defease the 2003 Bonds of CFD No. 2002-1 and the levy of a special tax in order to pay the principal and interest on such bonds of CFD No. 2002-1 is in the public interest and for the benefit of CFD No. 2002-1.

Section 3. Approval of Issuance of Special Tax Bonds, Bond Indenture. The issuance of the 2014 Bonds in a principal amount of not to exceed $10,000,000 is hereby authorized pursuant to the Act. The 2014 Bonds shall mature on the dates, pay interest at the rates and shall be substantially in the form set forth in the Bond Indenture, dated as of February 1, 2014, by and between CFD No. 2002-1 and U.S. Bank National Association, as fiscal agent (the "Bond Indenture"), the provisions of which are incorporated herein by this reference. All other provisions of the 2014 Bonds shall be governed by the terms and conditions set forth in the Bond Indenture, and the Chair or Vice Chair of AMIGA, acting on behalf of CFD No. 2002-1, is authorized to execute and deliver said Bond Indenture for and in the name of AMIGA on behalf of CFD No. 2002-1, and the Secretary is authorized to attest to such execution, with such additions thereto and changes therein as are recommended or approved by Bond Counsel to CFD No. 2002-1 and the officers executing the same, with such approval to be conclusively evidenced by the execution and delivery of the Bond Indenture. The Chair or Vice Chair of AMIGA, or the Director, Special Districts Department, County of San Bernardino, acting as Secretary of AMIGA (each an "Authorized Representative") are authorized to transfer funds to CFD No. 2002-1, as appropriate, to accomplish the financing.

Section 4. Findings and Determinations. The Committee, acting as the Legislative Body of CFD No. 2002-1 hereby finds and determines:

(a) pursuant to Section 53363 of the Act, that it is prudent in the management of the fiscal affairs of CFD No. 2002-1 to issue and sell the 2014 Bonds, subject to the limitations and conditions set forth herein;

(b) that in satisfaction of the requirements of Sections 53362, 53363.2 and 53364.5 of the Act, (i) the form of the 2014 Bonds, execution of the 2014 Bonds and expenditure of the proceeds of the 2014 Bonds (including federal rebate requirements), the date, place of repayment, denominations, form and the registration provision of the 2014 Bonds shall be set forth in the Bond Indenture, as executed and delivered; (ii) the final par amount of the 2014 Bonds, their maturities, interest rate(s) and redemption provisions shall conform to the terms of the Purchase Agreement (as further discussed herein), shall conform to the limitations of Sections 53363.2(e) and 53362.5 of the Act, shall conform to the limitations of Sections 5 and 6 hereof and shall be set forth in the final form of the Bond Indenture; and (iii) the initial Fiscal Agent for the 2014 Bonds is set forth in Section 14 hereof;

(c) that it is prudent in the management of the fiscal affairs of CFD No. 2002-1 to issue the 2014 Bonds to pay, redeem, refund and defease the outstanding 2003 Bonds. In satisfaction of the requirements of Section 53363.2 of the Act, the Legislative Body of CFD No. 2002-1 hereby finds and determines:

(1) The 2014 Bonds and the 2003 Bonds are described herein and the date for the refunding of the outstanding 2003 Bonds shall be specified in the Bond Indenture and the Purchase Agreement as executed and delivered (as defined below);

(2) The date for redemption of the outstanding 2003 Bonds will be set forth in the Bond Indenture and is currently expected to be March 1, 2014;

(3) The maturities of the 2014 Bonds issued to pay, redeem, refund and defease the outstanding 2003 Bonds shall not exceed the final maturity of the 2003 Bonds being refunded; and

(4) The designated costs of issuing the 2014 Bonds are specified in Section 13 hereof; and

(d) the Committee hereby directs and finds that the outstanding 2003 Bonds will be paid, redeemed, refunded and defeased with the proceeds of the 2014 Bonds. As part of the sale of the 2014 Bonds, CFD No. 2002-1 shall be provided with documentation to confirm a debt service savings on the debt service payments due with respect to the outstanding 2003 Bonds compared with the debt service on the 2014 Bonds as required under Section 53362.5 of the Act.

Section 5. Execution of Special Tax Bonds. The 2014 Bonds shall be executed on behalf of CFD No. 2002-1 by the manual or facsimile signature of the Chair or Vice Chair of AMIGA, acting on behalf of CFD No. 2002-1, and attested with the manual or facsimile signature of the Secretary of AMIGA.

Section 6. Approval of Purchase Agreement. The form of Purchase Agreement by and between CFD No. 2002-1 and the Purchaser presented at this meeting and the sale of the 2014 Bonds pursuant thereto upon the terms and conditions set forth therein is hereby approved and, subject to the provisions of Section 6 hereof, each Authorized Representative, acting singly, is authorized to execute and deliver the Purchase Agreement in the name of and on behalf of CFD No. 2002-1 in said form with such changes therein as the officer executing the same may approve and such matters as are authorized by Section 6 hereof, such approval to be conclusively evidenced by the execution and delivery thereof.

The Committee determines herein, in accordance with the provisions of Section 53363.5, to sell the bonds at a private sale and in accordance with Section 53360.4 of the Act that a private sale of the 2014 Bonds to City National Bank ("Purchaser") or other eligible private purchaser in accordance with the terms and conditions of the Purchase Agreement, and various other matters, will result in a lower overall cost to CFD No. 2002-1 than a public sale.

Section 7. Final Terms of the Sale of the Special Tax Bonds. Each Authorized Representative, acting singly, upon such advice of staff as either may deem necessary, are hereby authorized and directed to establish and determine (i) the final principal amount of the 2014 Bonds, which amount shall not exceed $10,000,000, (ii) the final amounts of the various maturities of the 2014 Bonds the final maturity of which to be no later than September 1, 2033, (iii) the final interest rate on the 2014 Bonds, which rate shall not exceed four and fifteen one hundredths percent (4.15%) per annum for any maturity of the 2014 Bonds, and which rate shall not be lower than zero percent (0%) for any maturity of the 2014 Bonds.

Section 8. Placement Agreement. The form of Placement Agreement (the "Placement Agreement") pertaining to the sale of the 2014 Bonds, as presented at this meeting and on file with the Secretary, is hereby approved. Each Authorized Representative, acting singly, is hereby authorized and directed for and in the name of the CFD No. 2002-1 to execute the Placement Agreement in substantially the form hereby approved, with such additions thereto and changes therein as are recommended by Bond Counsel and approved by such officers, such approval to be conclusively evidenced by the executed and delivery thereof.

Section 9. Continuing Disclosure Certificate. The Continuing Disclosure Certificate pertaining to the 2014 Bonds to be entered into by CFD No. 2002-1 and acknowledged by David Taussig & Associates, as Dissemination Agent, a copy of which is before the Legislative Body and is on file with the Secretary, with appropriate changes to reflect the terms of sale of the 2014 Bonds and such other matters as deemed appropriate by an Authorized Representative, acting singly, in consultation with Bond Counsel and AMIGA's Counsel and with such other additions and changes therein as are approved as to form by Bond Counsel, and as are approved as to content by such Authorized Representative is hereby approved. Each Authorized Representative, acting singly, is, and each of them is, hereby authorized and directed, for and in the name of CFD No. 2002-1, to execute and deliver to the Fiscal Agent the Continuing Disclosure Certificate in substantially said form as approved by such Authorized Representative, with such changes therein as Bond Counsel and AMIGA's Counsel may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Certificate by an Authorized Representative.

Section 10. Compliance with Security and Valuation Requirements. In accordance with the requirements of Government Code Section 53345.8, the Committee, acting as the Legislative Body of CFD No. 2002-1, hereby finds and determines the value of the real property within the CFD No. 2002-1 subject to the special taxes to pay debt service on the 2014 Bonds is at least three times the principal amount of the 2014 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 on property within CFD No. 2002-1. Documentation regarding assessed values is included in reports filed on behalf of CFD No. 2002-1 with the Municipal

Securities Rulemaking Board's Electronic Municipal Market Access system in connection with the 2003 Bonds. The issuance of the 2014 Bonds is consistent with the goals and policies adopted by AMIGA in Resolution No. 2002-03 adopted on October 22, 2002.

Section 11. Approval of Refunding of 2003 Bonds.

(a) CFD No. 2002-1 shall be provided with a report of a verification agent retained by or on behalf of CFD No. 2002-1 at the time the 2014 Bonds are delivered, that the funding of the refunding fund (as defined below) under the terms of the Bond Indenture, dated as of July 1, 2003, by and between CFD No. 2002-1 and U.S. Bank National Association (successor to U.S. Bank Trust National Association (the "2003 Bond Indenture" and the "2003 Fiscal Agent," respectively) will be sufficient, without reinvestment, to redeem, refund and defease the outstanding 2003 Bonds in accordance with their terms.

(b) For purposes hereof, the "Redemption Fund" as established (and defined) under the 2003 Bond Indenture shall constitute the "refunding fund" under the Act and the "designated costs of issuing the refunding bonds" under the Act shall include the allocated Costs of Issuance as defined in the Bond Indenture (and as set forth herein), costs set forth in the 2003 Bond Indenture and such other costs as set forth in Section 13 hereof, as further set forth herein.

Section 12. 2014 Bonds Designated as Bank Qualified. The Committee hereby designates the 2014 Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Section 13. Designated Costs of Issuing the 2014 Bonds. The Committee hereby designates the costs of issuing the 2014 Bonds pursuant to California Government Code Sections 53363.2 and 53363.8 as:

(a) all expenses incident to the calling, retiring, paying or redeeming of the outstanding 2003 Bonds and incident to the issuance of the 2014 Bonds, including the charges of the 2003 Fiscal Agent and the Fiscal Agent in connection with the issuance of the 2014 Bonds or in connection with the redemption or retirement of the outstanding 2003 Bonds, expenses of issuance of the 2014 Bonds which shall include, but not be limited to, printing costs, costs of reproducing and binding documents, verification agent fees and charges, closing costs, filing and recording fees, legal fees and charges, including, but not limited to, Bond Counsel costs and expenses, Financial Advisor fees, Placement Agent fees, verification agent fees, charges for execution, transportation and safekeeping of the 2014 Bonds and other costs, charges and fees in connection with the foregoing;

(b) the interest on the outstanding 2003 Bonds from the date of sale of the 2014 Bonds to the date of redemption of the outstanding 2003 Bonds pursuant to the applicable redemption provision of the outstanding 2003 Bonds;

(c) premiums necessary in redeeming or retiring the outstanding 2003 Bonds; and

(d) the funding of a reserve fund, if any, to be held by the Fiscal Agent, pursuant to the provisions of the Bond Indenture.

Section 14. Post-Issuance Compliance Policies and Procedures for Bonds. The Post-Issuance Compliance Policies and Procedures for Bonds, a copy of which is before the Legislative Body and is on file with the Secretary, with appropriate changes to reflect the purchase of the 2014

Bonds and such other matters as deemed appropriate by an Authorized Representative in consultation with Bond Counsel and with such other additions and changes therein as are approved as to form by Bond Counsel and as are approved as to content by an Authorized Representative is hereby approved. The Authorized Representatives are, and each of them is, hereby authorized and directed, for and in the name of CFD No. 2002-1, to execute and deliver the Post-Issuance Compliance Policies and Procedures in substantially said form as approved by such officer, with such changes therein as Bond Counsel may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Post-Issuance Compliance Policies and Procedures for Bonds by such officer. The Authorized Representatives are, and each of them is, hereby further authorized and directed, for and in the name of CFD No. 2002-1, to amend and update the Post-Issuance Compliance Policies and Procedures from time to time, with such changes therein as Bond Counsel may require or approve, such requirement or approval to be conclusively evidenced by the execution of the Post-Issuance Compliance Policies and Procedures for Bonds by such officer.

Section 15. Other Agreements. AMIGA, on behalf of CFD No. 2002-1, is authorized and directed to enter into such additional agreements as is necessary to complete the formation of CFD No. 2002-1 and to accomplish its purposes and the issuance of the 2014 Bonds. Each Authorized Representative, acting singly, is, and each of them is, hereby authorized and directed, for and in the name of CFD No. 2002-1, to execute and deliver such other agreements in substantially said form as approved by such Authorized Representative, with such changes therein as Bond Counsel and AMIGA's Counsel may require or approve, such requirement or approval to be conclusively evidenced by the execution of such other agreements by an Authorized Representative.

Section 16. Fiscal Agent. Each Authorized Representative, acting singly, is authorized to engage the services of U.S. Bank National Association as the Fiscal Agent for the 2014 Bonds.

Section 17. Covenants. The covenants set forth in the Bond Indenture to be executed in accordance with Section 3, above, shall be deemed to be covenants of CFD No. 2002-1.

Section 18. Other Acts. All actions heretofore taken by officers and agents of AMIGA and CFD No. 2002-1 with respect to the sale and issuance of the 2014 Bonds are hereby approved, confirmed and ratified, and each Authorized Representative and other appropriate officials of AMIGA and CFD No. 2002-1 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 2014 Bonds in accordance with the provisions of this Resolution.

PASSED, APPROVED AND ADOPTED this _____ day of __________ 2014.

____
CHAIR OF THE EXECUTIVE COMMITTEE OF THE AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION ON BEHALF OF AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION COMMUNITY FACILITIES DISTRICT NO. 2002-1 (AGUA MANSA INDUSTRIAL CENTER)

ATTEST:

____
SECRETARY OF AMIGA

APPROVED AS TO FORM AND CONTENT:

Date:

Jean Rene Basle, County Counsel
San Bernardino County, California

By: ______________________________
Deputy County Counsel

CERTIFICATION

I, Jeffrey O. Rigney, Secretary of the Agua Mansa Industrial Growth Association, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2014-___, which was duly adopted at a meeting held on the _____ day of ___________, 2014, by the following roll call vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated: ______________, 2014

____
JEFFREY O. RIGNEY, SECRETARY

AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION COMMUNITY FACILITIES DISTRICT NO. 2002-1 (Agua Mansa Industrial Center)

SPECIAL TAX REFUNDING BONDS, SERIES 2014

BOND PURCHASE AGREEMENT

[Purchase Date], 2014

Agua Mansa Industrial Growth Association
Community Facilities District No. 2002-1
(Agua Mansa Industrial Center)
c/o Special Districts Department
157 W. 5th St., 2nd Floor
San Bernardino, California 92415-0450

Ladies and Gentlemen:

The undersigned, City National Bank, a national banking association ("Purchaser"), acting not as a fiduciary or agent for Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) (the "District") but on behalf of itself, offers to enter into this Bond Purchase Agreement with the District which, upon acceptance, will be binding upon the District and upon the Purchaser. This offer is made subject to acceptance of it by the District on the date set forth above, and if not accepted will be subject to withdrawal by the Purchaser upon notice delivered to the District at any time prior to the acceptance hereof by the District. Capitalized terms that are used in this offer not otherwise defined herein shall have the respective meanings ascribed to them in the Bond Indenture (defined herein).

Section 1. Purchase, Sale and Delivery of the Bonds.

(a) Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Purchaser agrees to purchase from the District, and the District agrees to sell to the Purchaser, all but not less than all, of the Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) Special Tax Refunding Bonds, Series 2014 (the "Bonds") in the aggregate principal amount of $[Principal Amount].00. The purchase price for the Bonds shall be equal to $__________, being the principal amount thereof (the "Purchase Price"). The Bonds shall be dated as of the Closing Date (as hereinafter defined) and be in the principal amount of $[Principal Amount].00, shall mature on September 1, 2033 and shall bear interest at the rate of ____% per annum. The Bonds shall be substantially in the form described in, and shall be issued and secured under the provisions of, that certain Bond Indenture, dated as of February 1, 2014, by and between U.S. Bank National Association, as Fiscal Agent (the "Fiscal Agent"), and the District (the "Bond Indenture").

(b) Proceeds of the sale of the Bonds will be used in accordance with the Bond Indenture and the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311, *et. seq.* of the Government Code of the State of California) ("Act") to refund the District's outstanding Special Tax Bonds, Series 2003 ("2003 Bonds") and to pay certain costs of issuance of the Bonds.

(c) Not later than 10:00 a.m. local time on the Closing Date (as hereinafter defined), the Purchaser shall deliver to the Fiscal Agent a federal funds wire in the amount of [Principal Amount], which the Fiscal Agent shall hold in escrow until the Closing (as hereinafter defined) and apply to the purchase of the Bonds at the Closing.

(d) At 8:00 a.m. local time on [Closing Date], 2014, or at such other time or date as shall be agreed upon by the Purchaser and the District (such time and date being herein referred to as the "Closing Date"), the District will deliver to the Purchaser at the offices of McFarlin & Anderson LLP ("Bond Counsel") in Laguna Hills, California, (or at such other location as shall be agreed upon by the Purchaser and the District): (i) the Bonds, registered in the name of the Purchaser, duly executed by the officers of the District, acting on behalf of the District, and (ii) the other documents herein mentioned; and the Purchaser shall accept such delivery and the Fiscal Agent/2003 Fiscal Agent shall apply the funds held by it in escrow pursuant to paragraph (d) hereof to the payment to the Purchase Price and the defeasance of the 2003 Bonds (such delivery and payment being herein referred to as the "Closing").

Section 2. <u>Representations, Warranties and Agreements of the District</u>. The District represents, warrants and covenants to and agrees with the Purchaser that:

(a) The District was duly organized and is validly existing as a community facilities district under the laws of the State of California ("State") with full power and authority to execute, deliver and perform its obligations under the Bond Indenture and the Bond Indenture dated as of July 1, 2003, by and between U.S. Bank National Association (formerly U.S. Bank Trust National Association), as fiscal agent (the "2003 Bond Indenture" and the "2003 Fiscal Agent," respectively).

(b) The Executive Committee of AMIGA (being and hereinafter referred to as the "Legislative Body of the District"), has duly adopted a resolution forming the District (Resolution No. 2003-4, adopted on February 13, 2003) (the "Resolution of Formation") and, acting as the Legislative Body of the District, has adopted an ordinance (Ordinance No. 2003-1, adopted on June 18, 2003), which adopted the Rate and Method of Apportionment of Special Taxes applicable to the District, authorizing the levy of a special tax on the taxable property within the District (the "Special Tax Ordinance") and all other ordinances and resolutions referred to in the Resolution of Formation and the Special Tax Ordinance and has caused to he recorded in the real property records of the County of San Bernardino on June 3, 2003, as Instrument No 2003-0371288 and in the real property records of the County of Riverside on June 3, 2003, as Instrument No 2003-399594, Notices of Special Tax Lien and recorded, pursuant to the provisions of the Act and related State law (the "Notices of Special Tax Lien") (such ordinances and resolutions and Notices of Special Tax Lien being collectively referred to herein as the "Formation Documents"). The Executive Committee of AMIGA, acting as the Legislative Body of the District, has adopted at a regular meeting of the District held on [Board Date], 2014, that certain Resolution No. _______ (the "Resolution of Issuance") authorizing the issuance of the Bonds. Each of the Formation Documents and the Resolution of Issuance remain in full force and effect as of the date hereof and have not been amended.

(c) The District is duly organized and validly existing as a community facilities district under the laws of the State and has, or at the Closing Date will have, as the case may be, full legal right, power and authority (i) to execute, deliver and perform its obligations under this Bond Purchase Agreement and the 2003 Bond Indenture and to carry out all transactions contemplated by such agreements, (ii) to issue, sell and deliver the Bonds to the Purchaser pursuant to the Bond Indenture as provided herein, and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents and by the Resolution of Issuance, the Bond Indenture, this Bond Purchase Agreement and the 2003 Bond Indenture (collectively, the "District Documents").

(d) The District has complied, and at the Closing Date will be in compliance, in all material respects, with the District Documents; and any immaterial non-compliance therewith by the District will not impair the ability of the District to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of the Bonds, the District will continue to comply with the covenants of the District contained in the District Documents.

(e) The Executive Committee has duly and validly: (i) taken or caused to be taken, all proceedings necessary under the Constitution and laws of the State of California in order to form the District, to authorize the levy of a special tax (the "Special Tax") on the taxable property within the District pursuant to the Rate and Method of Apportionment of Special Tax approved pursuant to the Resolution of Formation, and other actions and resolutions of the District undertaken pursuant to the Act and other provisions of State law (the "Rate and Method of Apportionment"), to cause the Special Tax to be secured by a continuing lien on each parcel of Taxable Property (as defined in the Rate and Method of Apportionment) within the District and to authorize the sale and issuance of the Bonds, (ii) authorized and approved the execution and delivery of the District Documents, and (iii) authorized and approved the performance by the District of its obligations contained in, and the taking of any and all action as may be necessary to carry out, give effect to and consummate the transactions contemplated by, each of the District Documents (including, without limitation, the collection of the Special Tax); and the District has been validly formed, the Special Tax has been approved and its levy authorized, and (assuming due authorization, execution and delivery by other parties thereto, where necessary) the District Documents and the Bonds will constitute the valid, legal and binding obligations of the District enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights and remedies heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to exercise of judicial discretion in appropriate cases and to limitations on legal remedies against joint powers entities in the State and to the application of equitable principles.

(f) The District is not in breach of or default under any applicable law or administrative rule or regulation of the United States or the State, or of any department, division, agency or instrumentality of either of them, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the District is a party or is otherwise subject or bound, a consequence of which could be to materially and adversely affect the performance by the District of its obligations under the District Documents or the Bonds; and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the United States or the State, or of any department, division, agency or instrumentality of either of them, or under any applicable court or administrative decree or order, or a material breach of or default under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the District is a party or is otherwise subject or bound.

(g) Except for compliance with the "blue sky" or other state securities laws, as to which the District makes no representations, all approvals, consents, authorizations, elections and orders of or filings or registrations with any state governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the District of its obligations hereunder, or under the District Documents or the Bonds, have been obtained and are in full force and effect.

(h) The Special Taxes have been duly and lawfully authorized and may be levied under and pursuant to the Act, and such Special Taxes, when levied in accordance with the Rate and Method of Apportionment, will constitute valid and legally binding continuing liens on the properties on which they have been levied.

The Bond Indenture creates a valid pledge of and lien upon the Net Taxes (as hereinafter defined) and the moneys in all funds and accounts established pursuant to the Bond Indenture (exclusive of the Administrative Expense Fund and the Rebate Fund), including the investments thereof, subject in all cases to the provisions permitting the application thereof for the purposes and on the terms and conditions set forth therein.

(i) No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, wherein service of process on the District has occurred, is currently pending or, to the best knowledge of the District, threatened against the District (i) which would materially adversely affect the ability of the District to perform its obligations under the District Documents or the Bonds, or (ii) seeking to restrain or to enjoin: (A) the issuance, sale or delivery of the Bonds, (B) the application of the proceeds thereof in accordance with the Bond Indenture or the 2003 Bond Indenture, or (C) the collection or application of the Special Tax, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the District Documents or any action contemplated by any of said documents, or (iii) in any way contesting the powers or authority of the District with respect to the Bonds, the District Documents or any action of the District contemplated by any of said documents; nor is there any action pending or, to the knowledge of the District, threatened against the District which alleges that interest on the Bonds is not excludable from gross income for federal income tax purposes or that interest on the Bonds is not exempt from California personal income taxation.

(j) Any certificate signed by any authorized official of the District authorized to do so shall be deemed a representation and warranty to the Purchaser as to the statements made therein.

(k) The District has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the District is a bond issuer whose arbitrage certificates may not be relied upon.

(l) The District will apply the proceeds from the sale of the Bonds as set forth in and for the purposes specified in the Bond Indenture.

Section 3. <u>Representations, Warranties and Agreements of the Purchaser</u>. The Purchaser represents, warrants and covenants to and agrees that:

(a) The Purchaser is a duly formed and validly existing national banking association, is in good standing under the laws of the United States with all necessary power and authority to conduct its business as now conducted and to own its assets and to enter into this Agreement and to perform its obligations hereunder, and has duly authorized, executed and delivered this Agreement. Assuming due authorization and execution thereof by the District, constitutes a valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject to laws relating to bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and the application of equitable principles if equitable remedies are sought, and the execution and delivery by the Purchaser of this Bond Purchase Agreement and the performance of its obligations hereunder do not and will not result in violation of any provision of, or in default under, the Purchaser's organizational documents.

(b) All of the representations and warranties of the Purchaser in the Investor Letter delivered in connection with the delivery of the Bonds, and which is incorporated herein by this reference, are true and correct as of the date hereof and are hereby incorporated herein by reference.

(c) The Purchaser has reviewed the Bond Indenture, the Rate and Method of Apportionment, the other documents relating to the Bonds (including the legal opinions with respect thereto proposed to be delivered by Bond Counsel) and such other records of the District and information concerning the matters referred to herein as the Purchaser deems necessary in order to be fully informed with respect to the Bonds, the Rate and Method of Apportionment, the Net Taxes and the property within the District. In particular, in the exercise of due diligence, the Purchaser has made its own inquiry and analysis with respect to: the Rate and Method of Apportionment; the Administration Expenses that will be paid from the Special Taxes prior to the application of the Net Taxes to the payment of principal of and interest on the Bonds; the Net Taxes that will be required in order to pay debt service on the Bonds; the value of the property within the boundaries of the District (herein, the "Property") (and, with respect to the value of the Property, the Purchaser understands that no appraisal of the Property has been made by the District in connection with the issuance of the Bonds; the Purchaser has not relied on any other document prepared by the District's consultants in connection with the Purchaser's analysis of the value of the Property; the ability and willingness of property owners to pay the Special Taxes applicable to their respective parcels; current and potential future impediments to the issuance of building permits for the further development of the Property and/or factors that would make such development more expensive; litigation that could directly or indirectly affect the further development of the Property; the very limited nature of the rights and remedies of the Purchaser in the event of a failure of the District to pay the principal of or the interest on the Bonds; and all other factors that, in the judgment of the Purchaser, might relate to the security for and value of the Bonds.

(d) The Purchaser either has been supplied with or has had access to all information to which a reasonable investor would attach significance in making investment decisions with respect to the Bonds and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Bonds, the Rate and Method of Apportionment, the Special Taxes, the District, other special taxes and assessments applicable to the Property, the estimated Annual Administrative Expenses, and the Property, so that, as a reasonable investor, the Purchaser has been able to make an informed, independent decision to purchase the Bonds. In this regard, representatives of the District have responded to the satisfaction of the Purchaser to all of the Purchaser's requests for information, the Purchaser has received from representatives of the District all the information that the Purchaser has requested from them, and there is no pending and unanswered request by the Purchaser for information from the District.

Except as otherwise provided in the Bond Indenture, the Bonds (i) are not being registered under the Securities Act of 1933, as amended, and are not being registered or otherwise qualified for sale under the "blue sky" laws and regulations of any state, (ii) are not expected to be assigned a rating, (iii) contain substantial restrictions on their transferability and (iv) are not expected to be readily marketable. Accordingly, the Purchaser acknowledges that the Purchaser may bear the economic risk of the investment in the Bonds for an indefinite period of time. The Purchaser is buying the Bonds for investment for the Purchaser's own account and not with a present view toward resale or the distribution thereof, and the Purchaser does not presently intend to resell or otherwise dispose of all or any part of the Bonds or of the Purchaser's interest in the Bonds.

(e) The Purchaser agrees to not directly or indirectly sell, assign, transfer (other than a transfer by operation of law), dispose or offer any of the Bonds or any interest therein except through a broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended, and unless (i) the entity to whom the Bonds are proposed to be sold, assigned, transferred or otherwise conveyed is a "qualified institutional buyer" within the meaning of said phrase as defined in 17 CFR §230.144A(a)(1) or an "Accredited Investor" within the meaning of Regulation D promulgated under the Securities Act of 1933, as amended, and who has the experience and financial expertise to understand and evaluate the degree of risk inherent in the investment and (ii) such person or entity shall have first complied with the restrictions on the transfer of the Bonds specified in the Bond Indenture (including the delivery to the District of an Investor Letter, in substantially the form attached to the Bond Indenture as Exhibit "C" thereto). In connection with any proposed sale of a fractional interest in a Bond, the Purchaser is aware that (i) with certain exceptions, it is unlawful for any person knowingly to offer or sell in the State any security constituting a fractional interest in a bond of a local agency without obtaining the prior written consent of that local agency to such offer or sale and (ii) the District has no intention whatsoever of consenting to a sale of a fractional interest in any Bond. The Purchaser acknowledges and agrees that the restrictions on sales may have an adverse effect on the marketability and the market price of the Bonds.

Section 4. Conditions to the Obligations of the Purchaser. The obligations of the Purchaser to accept delivery of and pay for the Bonds it is purchasing on the Closing Date shall be subject, at the option of the Purchaser, to the accuracy in all material respects of the representations and warranties on the part of the District contained herein, as of the date hereof and as of the Closing Date, to the accuracy in all material respects of the statements of the officers and other officials of the District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the District of its obligations to be performed hereunder at or prior to the Closing Date and to the following additional conditions (any of which may be waived by the Purchaser):

(a) At the Closing Date, there shall have been taken in connection therewith, with the formation of the District, with the issuance of the Bonds and with the transactions contemplated thereby, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate; and

(b) On or before the Closing Date, the Purchaser shall have received originals or certified copies of the following documents, in each case reasonably satisfactory in form and substance to the Purchaser:

(i) The Resolution of Issuance, the Bond Indenture and the 2003 Bond Indenture;

(ii) The approving opinion of Bond Counsel, dated the Closing Date and addressed to the District, in substantially the form attached hereto as Exhibit "B," together with a letter addressed to the Purchaser, in substantially the form attached hereto as Exhibit "C";

(iii) A certificate, dated the Closing Date and signed by an authorized representative of the District, certifying that the representations and warranties of the District contained in Section 2 hereof are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date;

(iv) The supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Purchaser, to the effect that (i) this Bond Purchase Agreement has been duly authorized, executed and delivered by the District, and, assuming such agreement constitutes valid and binding obligations of the respective other parties thereto, constitutes the legally valid and binding agreement of the District enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, moratorium, insolvency or other laws affecting creditors' rights or remedies; and (ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Bond Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(v) The defeasance opinion of Bond Counsel, dated the Closing Date and addressed to the District, the Fiscal Agent and the Purchaser, to the effect that the 2003 Bonds have been defeased in accordance with the Bond Indenture relating to the 2003 Bonds;

(vi) A certificate of the Fiscal Agent and 2003 Fiscal Agent, dated the Closing Date, in form and substance reasonably satisfactory to Bond Counsel and counsel to the Purchaser;

(vii) An opinion, dated the Closing Date and addressed to the District and the Purchaser, of Counsel to the Fiscal Agent and the 2003 Fiscal Agent, in form and substance reasonably satisfactory to Bond Counsel and counsel to the Purchaser;

(viii) A tax certificate of the District pertaining to the Bonds, in form and substance acceptable to Bond Counsel;

(ix) A copy of the Report of Proposed Debt Issuance and of the Report of Final Sale required to be delivered to the California Debt and Investment Advisory Commission, pursuant to California Government Code Section 8855;

(x) A copy of a completed Internal Revenue Service Form 8038-G, together with a certificate of the mailing of such form to the appropriate Internal Revenue Service Center; and

(xi) An escrow verification report of Causey Demgen & Moore, P.C. (the "Verification Agent") with respect to the refunding of the 2003 Bonds.

(c) All of the Bonds shall be delivered concurrently.

If the District shall be unable to satisfy the conditions to the obligation of the Purchaser to purchase, accept delivery of and pay for the Bonds contained in this Bond Purchase Agreement, or if the obligation of the Purchaser to purchase, accept delivery of and pay for such Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the District nor either Purchaser shall be under any further obligation hereunder, except that the obligations of the District and the Purchaser set forth in Section 6 hereof shall continue in full force and effect and except also that the District shall direct the Fiscal Agent to return to the Purchaser the funds, if any, deposited with the Fiscal Agent pursuant to Section 1(c) hereof.

Section 5. Conditions of the District's Obligations. The District's obligations hereunder are subject to the Purchaser's performance of the Purchaser's obligations hereunder, and are also subject to the following conditions (any or all of which may be waived by the District):

(a) As of the Closing Date, no litigation shall be pending or, to the knowledge of the duly authorized officer of the District executing the certificate referred to in Section 4(b)(iii) hereof, threatened, to restrain or enjoin the issuance or sale of the Bonds or in any way affecting any authority for or the validity of the Bonds or the existence or powers of the District;

(b) As of the Closing Date, the District shall have received the certificates and opinions referred to in Section 4(b)(ii), (iv), (v), (vii), and (xi) hereof;

(c) On or before the Closing Date, the District shall have received a certificate duly executed by the Purchaser and dated the Closing Date, to the effect that:

(i) The representations and warranties of the Purchaser contained in Section 3 hereof are true and correct in all material respects on and as of the Closing Date, with the same effect as if made on the Closing Date;

(ii) The District has responded fully and, to the best of the Purchaser's knowledge, accurately, to all requests for information requested by the Purchaser; and

(iii) The Purchaser is satisfied, as purchaser of the Bonds, that the Purchaser's investigation has disclosed all facts which are material to the financing and to the Bonds.

Section 6. Expenses. Whether or not the Bonds are delivered to the Purchaser as set forth herein:

(a) The District shall pay or cause to be paid (but only from proceeds from the sale of the Bonds or other revenues available to the District) all expenses incident to the performance of the District's obligations hereunder, including, but not limited to, the cost of printing and delivering the Bonds and the fees and disbursements of Bond Counsel, the fees of the Placement Agent and any other counsel, advisors, accountants, engineers or any other experts or consultants the District may have retained in connection with the Bonds; and

(b) The District shall be under no obligation to pay, and the Purchaser shall pay, and be solely liable for, all expenses incurred by the Purchaser, including, but not limited to, fees of Purchaser's Counsel and the issuance fee of the California Debt and Investment Advisory Commission chargeable to the Purchaser in connection with its purchase of the Bonds it is purchasing.

Section 7. Notices. Any notice or other communication to be given to the District under this Bond Purchase Agreement may be given by delivering the same in writing to the Secretary, Agua Mansa Industrial Growth Association, c/o Special Districts Department, 157 W. 5^{th} St., Second Floor, San Bernardino, California 92415-0450 with copies to Bond Counsel; and any notice or other communication to be given to the Purchaser under this Bond Purchase Agreement may be given by delivering the same in writing to the Purchaser at the address indicated beneath the Purchaser's signature, provided that the District and the Purchaser may, by notice given as aforesaid, specify a different address for such notices or other communications.

Section 8. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the District and the Purchaser (including their successors or assigns), and no other person shall acquire or have any right hereunder or by virtue hereof.

Section 9. Survival of Representations, Warranties and Agreements. The representations and warranties of the parties and the agreements of the Purchaser set forth in or made pursuant to this Bond Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing or termination of this Bond Purchase Agreement and regardless of any investigations made by or on behalf of them (or statements as to the results of such investigations) concerning such representations and statements of the parties and regardless of delivery of and payment for the Bonds.

Section 10. Effective. This Bond Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the District and shall be valid and enforceable as of the time of such acceptance.

Section 11. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understandings between the parties hereto in relation to the sale of Bonds.

Section 12. Governing Law. This Bond Purchase Agreement shall be governed by the laws of the State.

Section 13. Counterparts. This Bond Purchase Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all or which shall constitute one and the same instrument.

Very truly yours,

CITY NATIONAL BANK. a national banking association, as Purchaser or the Bonds

By; ______________________________
Authorized Officer

NOTICE ADDRESS:

____

____

AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION COMMUNITY FACILITIES DISTRICT NO. 2002-1
(Agua Mansa Industrial Center)

By; ______________________________
Authorized Officer

[EXECUTION PAGE OF BOND PURCHASE AGREEMENT]

EXHIBIT A

AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION
COMMUNITY FACILITIES DISTRICT NO. 2002-1
(Agua Mansa Industrial Center)

SPECIAL TAX REFUNDING BONDS, SERIES 2014

(a) Optional Redemption. The 2014 Bonds are subject to optional call and redemption on any Interest Payment Date on or after September 1, 20__, prior to maturity in whole or in part, pursuant to the Act, by lot within a maturity, at the following redemption prices, expressed as a percentage of principal amount, together with accrued interest to the date of redemption:

Redemption Dates	Redemption Prices
September 1, 2018 and thereafter	101 %

In the event the District shall elect to redeem 2014 Bonds as provided in this Section 4.01(a), the District shall give written notice to the Fiscal Agent of its election to so redeem, the redemption date and the principal amount of the 2014 Bonds to be redeemed. The notice to the Fiscal Agent shall be given at least 45 but no more than 90 days prior to the redemption date unless the Fiscal Agent consents in writing to a shorter notice, such notice for the convenience of the Fiscal Agent.

(b) Mandatory Redemption from Prepaid Special Taxes. The 2014 Bonds are subject to mandatory redemption prior to their stated maturities, in whole, or in part, on any Interest Payment Date for which timely notice can be given, in integral multiples of $5,000 from moneys on deposit in the Prepayment Account of the Special Tax Fund, by lot within a maturity, at a redemption price equal to the principal amount thereof, without premium, together with accrued interest to the date of redemption; provided, however, that the 2014 Bonds that remain Outstanding after any such redemption shall be in Authorized Denominations.

(c) Mandatory Sinking Fund Redemption. The Outstanding Term 2014 Bonds will be called for redemption before maturity and redeemed from the Sinking Fund Payments that have been deposited into the Redemption Fund on September 1, 20__ and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The Term 2014 Bonds so called for redemption shall be redeemed at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date without premium.

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2014 Bonds Maturing on September 1, 2033

Redemption Date (September 1)	Sinking Fund Payment
2014	$
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033 (maturity)	

To the extent there is a redemption of Term 2014 Bonds pursuant to Section 4.01(a) or (b) of the Bond Indenture, the Sinking Fund Payment schedules indicated above shall be proportionately reduced pro rata.

EXHIBIT B

AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION COMMUNITY FACILITIES DISTRICT NO. 2002-1 (Agua Mansa Industrial Center)

SPECIAL TAX REFUNDING BONDS, SERIES 2014

FORM OF BOND COUNSEL OPINION

Executive Committee
Agua Mansa Industrial Growth Association
Community Facilities District No. 2002-1
(Agua Mansa Industrial Center)
c/o Special Districts Department
157 W. 5th St., 2nd Floor
San Bernardino, California 92415-0450

Re: $[Principal Amount] Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) Special Tax Refunding Bonds, Series 2014
Final Opinion of Bond Counsel

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance and sale by Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) (the "District") of $[Principal Amount] aggregate principal amount of bonds designated "Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) Special Tax Refunding Bonds, Series 2014" (the "Bonds"). The Bonds are 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), Resolution No. _______, adopted by the Executive Committee of Agua Mansa Industrial Growth Association (being and hereinafter referred to as the "Legislative Body of]the District"), on [Board Date], 2014, and the Bond Indenture executed in connection therewith dated as of February 1, 2014, by and between the District and U.S. Bank National Association ("Bond Indenture"). The Bonds are being issued to refund the District's outstanding Special Tax Bonds, Series 2003 and to pay certain costs of issuance of the Bonds. Capitalized terms used herein and not otherwise defined shall have the meanings given such terms in the Bond Indenture.

As Bond Counsel, we have examined copies certified to us as being true and complete copies of the proceedings in connection with the formation of the District and the issuance of the Bonds (the "District Proceedings"). We have also examined certificates and representations of fact made by public officials and officers of the District, the Purchaser and others as we have deemed necessary to render this opinion.

Attention is called to the fact that we have not been requested to examine and have not examined any documents or information relating to the District other than the record of the District Proceedings hereinabove referred to, and no opinion is expressed as to any financial or other information, or the adequacy thereof which has been or may be supplied to any purchaser of the Bonds. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the District.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any matters that come to our attention after the date hereof. Accordingly, this opinion speaks only as of its date and is not intended to, and may not, be relied upon in connection with any such actions, events or matters. Our engagement with respect to the Bonds has concluded with the issuance thereof and we disclaim any obligation to update this letter.

As to questions of fact material to our opinion, we have relied upon the representations of fact and certifications referred to above, and we have not undertaken by independent investigation to verify the authenticity or the accuracy of the factual matters represented, warranted or certified therein. Furthermore, we have assumed compliance with all covenants contained in the Bond Indenture and certain other documents related to the District Proceedings.

In addition, we call attention to the fact that the rights and obligations under the Bonds, the Bond Indenture and other documents related to the District Proceedings are subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to creditors' rights and remedies, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases. We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the foregoing documents. Finally, we undertake no responsibility for the accuracy, completeness or fairness of any offering material(s) relating to the Bonds and express no opinion with respect thereto.

The Bond Indenture and other documents related to the District Proceedings refer to certain requirements and procedures which may be changed and certain actions which may be taken or omitted under the circumstances and subject to terms and conditions set forth in such documents. No opinion is expressed herein as to the effect on any Bond or the interest thereon ii' any such change is made, or action is taken or omitted, upon the advice or approval of counsel other than ourselves.

Based on and subject to the foregoing, and in reliance thereon, and our consideration of such questions of law as we have deemed relevant to the circumstances, we are of the following opinions:

I. The District has, and the District Proceedings show, full power and authority to issue the Bonds. The Bonds constitute legal, valid and binding obligations of the District, payable in accordance with their terms. The Bonds are limited obligations of the District payable solely from and secured by a pledge of the Net Taxes, and from other funds and accounts pursuant to the Bond Indenture, and are not obligations of the State or any public agency thereof (other than the District). The District has the full right, power and authority to levy and pledge the Net Taxes to the Owners of the Bonds.

2. The Bond Indenture has been duly and validly authorized, executed and delivered by, and constitutes a valid and binding obligation of, the District.

3. Interest on the Bonds is exempt from State personal income taxes. Bond Counsel provides no opinion as to any federal income tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. The opinion provided herein by us in our role as Bond Counsel with respect to the Bonds is not intended or written by Bond Counsel to be used, and it cannot be used, by any purchaser or owners of such Bonds for the purpose of avoiding penalties that may be imposed on such purchaser or owner. The opinion provided in this paragraph is provided to support the promotion or marketing of the Bonds. Purchasers or owners of the Bonds should seek advice based on their particular circumstances from an independent tax advisor concerning the tax consequences of the ownership of such Bonds.

We express no opinion as to any matter other than as expressly set forth above.

Very truly yours,

EXHIBIT C

AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION COMMUNITY FACILITIES DISTRICT NO. 2002-1 (Agua Mansa Industrial Center)

SPECIAL TAX REFUNDING BONDS, SERIES 2014

FORM OF BOND COUNSEL RELIANCE LETTER

City National Bank
555 South Flower Street, 8^{th} Floor
Los Angeles, CA 9007

Re: $[Principal Amount] Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) Special Tax Refunding Bonds, Series 2014
Reliance Letter

Ladies and Gentlemen:

In connection with the issuance by the Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) (the "District") of its Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) Special Tax Refunding Bonds, Series 2014 (the "Bonds"), in the aggregate principal amount of $[Principal Amount], you may rely upon our final legal opinion of even date relating to such Bonds addressed to the District, to the same extent as if such opinion was addressed to you.

No attorney-client or other responsibility has been undertaken by our firm to you in connection with the Bonds or by virtue of the opinion letter or this letter. This reliance letter may not be issued to, or relied upon by, any party, other than the above addressee, without the express prior written consent of our firm.

Very truly yours,

AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION
COMMUNITY FACILITIES DISTRICT NO. 2002-1
(Agua Mansa Industrial Center)

SPECIAL TAX REFUNDING BONDS, SERIES 2014

PLACEMENT AGREEMENT

[Preclosing Date], 2014

Agua Mansa Industrial Growth Association
Community Facilities District No. 2002-1
(Agua Mansa Industrial Center)
c/o Special Districts Department
157 W. 5^{th} St., 2^{nd} Floor
San Bernardino, California 92415-0450

Re: Agua Mansa Industrial Growth Association
Community Facilities District No. 2002-1
(Agua Mansa Industrial Center)
Special Tax Refunding Bonds, Series 2014

Ladies and Gentlemen:

Piper Jaffray & Co. (the "Placement Agent"), offers to enter into the following Placement Agreement with Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) (the "District"), which, upon your acceptance of this offer and subject to Paragraph 6 hereof, shall be binding upon both the District and the Placement Agent. This offer is made subject to your acceptance of this Placement Agreement on or before 5:00 p.m. on [Preclosing Date], 2014 and, if not so accepted, will be subject to withdrawal by the Placement Agent upon notice delivered to your office at any time prior to your acceptance hereof. The above-captioned Bonds are to be issued pursuant to Resolution No. _______ (the "Resolution"), approved by the Executive Committee of AMIGA (being and hereinafter referred to as the "Legislative Body of the District") on [Board Date], 2014 and the Bond Indenture (the "Bond Indenture"), dated as of February 1, 2014, by and between the District and U.S. Bank National Association, as Fiscal Agent ("Fiscal Agent"). Unless otherwise indicated, each capitalized term contained herein shall have the meaning assigned to it in the Resolution. The District acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's-length, commercial transaction between the District and the Placement Agent in which the Placement Agent is not acting as a municipal advisor, financial advisor or fiduciary to the District; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Placement Agent has provided other services or is currently providing other services to the District on other matters); (iii) the only obligations the Placement Agent has to the District with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

1. Upon the terms and conditions and upon the basis of the representations, warranties and covenants set forth herein, the Placement Agent hereby agrees to use its best efforts to locate a purchaser for all, but not less than all of the Bonds on terms consistent with the Resolution and the Bond Indenture. With your consent, the

Placement Agent has conducted preliminary discussions with City National Bank, a national banking association ("Purchaser"), to purchase the Bonds.

2. Simultaneously with the execution of this Placement Agreement, you will deliver or cause to be delivered to the Placement Agent a copy of the Resolution in substantially final form, duly approved and adopted and to be in full force and effect upon execution and delivery by the parties hereto.

3. You represent and warrant to and agree with the Placement Agent (and hereby it shall be a condition of the obligation of the Placement Agent to perform under this Agreement) that you shall so represent and warrant as of the date the Bonds are purchased (such date referred to herein as the "Closing Date") that:

   (a) The District is duly organized and validly existing under the laws of the State of California.

   (b) The District has complied, and reasonably expects, in all respects on the Closing Date to be in compliance with all of the provisions of applicable California law.

   (c) The District, prior to the acceptance hereof, has duly adopted the Resolution, and the District has duly authorized and approved the execution and delivery of the Bond Indenture, the Bond Purchase Agreement and this Placement Agreement (collectively, the "Bond Documents"), as well as the performance of its obligations contained in the Bonds and the consummation by it of all other transactions contemplated hereby.

   (d) The District is not in breach of or default under any applicable law or administrative regulation of the State, any department, division, agency or instrumentality thereof, or of the United States or any applicable judgment or decree or any loan agreement, note, resolution, certificate, agreement or other instrument to which the District is a party or is otherwise subject which breach or default would materially and adversely affect the District or its ability to perform its duties and obligations under the Bond Documents; and the execution and delivery of this Placement Agreement, the adoption of the Resolution, the execution of the Bond Documents and the execution and the issuance of the Bonds and compliance with the provisions of each thereof will not conflict materially with or constitute a breach of or default under any applicable law or administrative regulation of the State of California or under any certificate, agreement, or other instrument to which the District is a party or is otherwise subject which breach or default would materially and adversely affect the District, the Bond Documents or its ability to perform its duties and obligations under the Bond Documents.

   (e) All approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction that would constitute a condition precedent to the performance by the District of its obligations hereunder and under the Bond Documents and the Bonds have been, or prior to the Closing Date will have been, obtained.

   (f) No litigation is pending or, to the knowledge of the District, threatened in any court in any way affecting the existence of the District or the title of the members of the District to their respective offices or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or the collection or pledge of any revenues pledged or to be pledged under the Bond Documents to pay the principal of and interest on the Bonds, or in anyway contesting or affecting the validity or enforceability of the Bonds, the Resolution, the Bond Indenture or this Placement Agreement, or contesting the powers of the District or its members with respect to the Bonds.

   (g) The District will apply the proceeds of the Bonds in accordance with the applicable terms of the Resolution and the Bond Indenture.

(h) On the Closing Date, the Placement Agent shall receive a copy of each of the following documents, each dated the Closing Date:

(i) a certified copy of the Resolution;

(ii) certified copies of the Bond Documents;

(iii) a certificate of an authorized officer of the District that the Resolution, the Bond Documents and this Placement Agreement are in full force and effect;

(iv) opinions of bond counsel, McFarlin & Anderson, LLP ("Bond Counsel"), dated the Closing Date in form and substance satisfactory to the Placement Agent;

(v) a certificate, dated as of the Closing Date and signed by an authorized officer of the District, to the effect that (A) the representations, warranties and covenants of the District contained herein are true and correct in all material respects on and as of the Closing Date, with the same effect as if made on the date of the delivery of the Bonds by the District; (B) no litigation is pending or, to its knowledge, threatened in any court in any way affecting the existence of the District or the titles of its officers or directors to their respective positions, or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or the collection of any revenues or assets of the District pledged or to be pledged to pay the principal of and premium, if any, and interest on the Bonds, or the pledge thereof, or in any way contesting or affecting the validity or enforceability of the Bonds, the Resolution, the Bond Indenture or this Placement Agreement, or contesting the powers of the District or its authority with respect to the Bonds, the Resolution or this Placement Agreement (but in lieu of or in conjunction with such certificate, the Placement Agent may, in its sole discretion, accept certificates or opinions of Counsel to the District (as hereinafter defined), acceptable to the Placement Agent, that in the opinion of such counsel the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); and (C) the District has complied in all material respects with the Resolution, the Bond Indenture and the terms of the Bonds and satisfied all material conditions on its part to be performed or satisfied at or prior to the delivery of the Bonds;

(vi) a certificate of the Purchaser of the Bonds under the Resolution and the Bond Indenture as to the delivery of the Bonds and a certificate of the District as to the receipt of payment therefore;

(vii) an investor letter from the Purchaser in form and substance satisfactory to the Placement Agent;

(viii) such additional certificates, instruments or opinions as Bond Counsel, the District or the Placement Agent may deem necessary or desirable.

All certificates, instruments, opinions and documents referred to above and any resolutions shall be in form and substance satisfactory to Bond Counsel, the District and the Placement Agent.

If the obligations of the Placement Agent shall be terminated for any reason permitted hereby, neither the Placement Agent nor the District shall be under further obligation hereunder.

4. At or prior to 9:00 AM on [Closing Date], 2014, you will deliver to, or at the direction of, the Purchaser the Bonds in definitive fully registered form duly executed, registered in the names and denomination specified by the Purchaser together with the other documents hereinabove mentioned, upon payment of the purchase price of the Bonds as set forth in Paragraph 1 hereof by wire and in immediately available funds. Delivery has been mutually agreed upon and such payment shall be made simultaneously therewith. This payment and delivery is herein called the "Closing."

5. Unless otherwise set forth herein, the representations and agreements in this Placement Agreement shall survive the delivery of the Bonds hereunder.

6. The Placement Agent's obligation hereunder to use its best efforts to place the Bonds shall be subject to the performance by you of your obligations hereunder in all material respects at or prior to the Closing and the accuracy in all material respects of your representations and warranties contained herein and shall also be subject to the following conditions:

   (a) At the time of the Closing, the Resolution and all related documents of the District with respect to the issuance of the Bonds shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the undersigned.

   (b) The undersigned may terminate this Placement Agreement by notification in writing to you if at any time subsequent to the date hereof and at or prior to the Closing: (i) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Bonds without registration thereof or obligations of the general character of the Bonds is in violation of any provision of the Securities Act of 1933 or of the Trust Indenture Act of 1939; (ii) in the Congress of the United States, legislation shall be enacted or a bill shall be favorably reported out of committee of either house, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that securities of the District or of any similar body are not exempt from the registration, qualification or other requirements of the Securities Act of 1933 or the Trust Indenture Act of 1939; (iii) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency; (iv) there shall have occurred a general suspension of trading on the New York Stock Exchange; or (v) a general banking moratorium shall have been declared by the United States, State of New York, or State of California authorities.

   (c) The District shall have arranged for payment of the Placement Agent's fee of $[________] at the time of Closing.

   (d) You shall perform or have performed in all material respects at or prior to the Closing all of your obligations required under or specified in this Placement Agreement, the Bond Indenture and the Resolution to be performed at or prior to the Closing.

7. At the Closing, contemporaneously with the receipt of the Bonds, the Purchaser will deliver to you a receipt therefor, in form satisfactory to Bond Counsel, signed by the Purchaser.

8. You shall pay, solely from the proceeds of the sale of the Bonds, upon or promptly after the Closing: (a) the fees and disbursements of Bond Counsel and of any other counsel or consultants retained by you; and (b) the fees and expenses of the Fiscal Agent. The Placement Agent shall pay the fees and disbursements of any counsel to the Placement Agent and Placement Agent's own out-of-pocket expenses. The District shall be under no obligation to pay any expenses incident to the performance of the obligations of the Placement Agent hereunder.

9. You agree and understand that this Placement Agreement is a contract for services and waive any claims you may have that you are immune from suit by virtue of any law or claim for any matter arising from or relating to this Placement Agreement.

10. This Placement Agreement may be terminated at any time by the District, upon five business days' prior notice to such effect to the Placement Agent, or by the Placement Agent upon five business days' prior notice to such effect to the District. Any such termination, however, shall not affect the obligations of the District

under Section 8 hereof or the respective representations, warranties, agreements, covenants, rights or responsibilities of the parties made or arising prior to the termination of this Agreement.

11. The agreements and all representations and warranties herein set forth have been and are made for the benefit of the Placement Agent and the District, and no other person shall acquire or have any right under or by virtue of this Placement Agreement.

12. This Placement Agreement shall become effective upon the execution of the acceptance hereof by an authorized officer of the District and shall be valid and enforceable as of the time of such acceptance.

PIPER JAFFRAY & CO.

By ______________________________

Name Katie Koster
Title Managing Director
Date [Preclosing Date], 2014

ACCEPTANCE

ACCEPTED this ___ day of February, 2014

AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION
COMMUNITY FACILITIES DISTRICT NO. 2002-1
(Agua Mansa Industrial Center)

By: ______________________________

Name
Title

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) (the "District") in connection with the issuance of $[Principal Amount] Agua Mansa Industrial Growth Association Community Facilities District No. 2003-1 (Agua Mansa Industrial Center) Special Tax Refunding Bonds, Series 2014 (the "Bonds"). The Bonds are being issued pursuant to a Bond Indenture, dated as of February 1, 2014 (the "Indenture"), between the District and U.S. Bank National Association, as fiscal agent (the "Fiscal Agent"). The District covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of City National Bank, the purchaser of the Bonds (the "Purchaser").

Section 2. Definitions. In addition to the definitions set forth in the 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 for a Fiscal Year provided by the District pursuant to, and as described in, Sections 3(a) and 4(a) of this Disclosure Certificate.

"Annual Report Date" shall mean March 31 next following the end of District's fiscal year, which fiscal year end, as of the date of this Disclosure Certificate, is June 30.

"Dissemination Agent" shall mean David Taussig & Associates, Inc., or any successor Dissemination Agent designated in writing by the District and which has filed with the District and the Fiscal Agent a written acceptance of such designation.

"EMMA System" shall mean the Electronic Municipal Market Access System of the MSRB (as defined below) or such other electronic system designated by the MSRB or the Securities and Exchange Commission (the "S.E.C.") for compliance with S.E.C. Rule 15c2-12(b).

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

"MSRB" shall mean the Municipal Securities Rulemaking Board and any successor entity designated under the Rule as the repository for filings made pursuant to the Rule.

"Rate and Method" means the Rate and Method of Apportionment of Special Taxes for the District.

"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.

Section 3. Provision of Annual Reports.

(i) The District shall, or upon written request shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing with March 31, 2015, provide to the Purchaser an Annual Report that is consistent with the requirements of Section 4 of this Disclosure Certificate. Alternatively, the District may provide the Annual Report to the MSRB through the EMMA System in an electronic format and accompanied by identifying information as prescribed by the MSRB.

Not later than fifteen (15) Business Days prior to the Annual Report Date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). 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. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). If the Dissemination Agent has not received a copy of the Annual Report on or before fifteen (15) Business Days prior to the Annual Report Date in any year, the Dissemination Agent shall notify the District of such failure to receive the applicable Annual Report. The District shall provide a written certification with the 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 District, and shall have no duty or obligation to review such Annual Report.

(ii) If the District is unable to provide to the Purchaser or to the MSRB through the EMMA System an Annual Report by the date required in subsection (a), the Dissemination Agent shall send a notice to the Purchaser or to the MSRB through the EMMA System, in substantially the form attached as Exhibit A with a copy to the Fiscal Agent (if different than the Dissemination Agent).

(A) The Dissemination Agent shall if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing the address of the Purchaser, if applicable.

Section 4. (a) Content of Annual Reports. The District's Annual Report shall contain or incorporate by reference the following information regarding the Bonds:

A. Principal amount of Bonds and any refunding bonds issued by the District.

B. Balance in the Special Tax Fund and Bond Fund as of a date within 45 days preceding the date of the Annual Report.

C. Balance in the Reserve Fund and statement of the Reserve Requirement Fund as of a date within 45 days preceding the date of the Annual Report.

D. Balance in any fund not referenced in clauses (B) or (C) hereof.

E. Special Tax delinquency rate for parcels in the District on or about 45 days preceding the date of the Annual Report with respect to remaining delinquencies, if any, for the fiscal year ending the preceding June 30, and an update regarding the status of any previously reported delinquencies.

F. Concerning delinquent parcels:

- number of parcels delinquent in payment of the Special Tax levied in the District,
- amount of total delinquency and as a percentage of total Special Tax levied in the District, and
- status of the District's actions on covenants to pursue foreclosure proceedings upon delinquent properties.

G. Identity (based on the most recently available County *ad valorem* secured tax roll) of any delinquent tax payer obligated for more than 10% of the annual Special Tax levy in the District and:

- assessed value of applicable properties, and
- summary of results of foreclosure sales, if available.

H. Significant amendments to land use entitlements for, or lawsuits affecting the development of, property in the District known to AMIGA's Secretary.

I. Status of any significant legislative, administrative, and judicial challenges to construction in the District known to AMIGA's Secretary, without independent inquiry, for any year in which construction activity has occurred in the District.

J. For the most recent year for which the following information is available, whether or not a building permit or certificate of occupancy has been issued for any building located or to be located on any parcel subject to the Special Tax levied in the District, identifying the parcel to which it pertains and the size (in square feet) of the building involved.

K. To the extent not otherwise provided pursuant to the preceding items A-J, annual information required to be filed by the District with the California Debt and Investment Advisory Commission pursuant to Sections 50075.1, 50075.3, 53359.5(b), 53410(d) or 53411 of the California Government Code.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to each of the information services approved by 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 District shall clearly identify each such other document so included by reference.

Section 5. Reporting of Listed Events.

(a) Pursuant to the provisions of this Section 5, the District shall give, or cause to be given, in a timely manner, not in excess of ten business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults, if material;

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security or other material events affecting the tax status of the security;

(v) Modifications to rights of security holders, if material;

(vi) Bond calls, if material, and tender offers;

(vii) Defeasances;

(viii) Bankruptcy, insolvency, receivership or similar event of the District;[1]

[1]For the purposes of the event identified in subparagraph (xii), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the CFD No. 2002-1 in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the CFD No. 2002-1, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the CFD No. 2002-1.

(ix) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) The Dissemination Agent shall, within five business days of obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Disclosure Representative, inform such person of the event, and request that the District promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (f). For purposes of this Disclosure Certificate, "actual knowledge" of the occurrence of the Listed Events described under clauses (ii), (iii), (iv), (vi), (vii), (viii) and (ix) above shall mean actual knowledge by an officer at the office of the Dissemination Agent. The Dissemination Agent shall have no responsibility for determining the materiality of any of the Listed Events.

(c) As soon as practicable so as to satisfy the requirements of Section 5(a), the District shall notify the Dissemination Agent in writing of the occurrence of any of the Listed Events. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (e). The District shall provide the Dissemination Agent with a form of notice of such event in a format suitable for reporting to the Purchaser or to the MSRB through the EMMA System.

(d) If the District determines that a Listed Event subject to a materiality requirement referenced in clauses (a)(ii), (iv), (v), (vi) or (ix) would not be material under applicable federal securities law, the District 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 Dissemination Agent has been instructed by the District to report the occurrence of a Listed Event, and has received a notice of the occurrence in a format suitable for filing with the Purchaser or to the MSRB through the EMMA System, the Dissemination Agent shall file a notice of such occurrence with the Purchaser or to the MSRB though the EMMA System. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(vi) and (vii) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to owners of affected Bonds pursuant to the Indenture.

Section 6. Termination of Reporting Obligation. The District's obligations hereunder shall terminate upon the legal defeasance of the Bonds, prior redemption of the Bonds or payment in full of all the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist 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 David Taussig & Associates, Inc.

The Dissemination Agent may at any time resign by providing thirty days written notice to the District (if the then Dissemination Agent is other than the District) and the Fiscal Agent, such resignation to become effective upon acceptance of appointment by a successor Dissemination Agent. Upon receiving notice of such resignation, the District shall promptly appoint a successor Dissemination Agent by an instrument in writing, delivered to the Fiscal Agent. If no appointment of a successor Dissemination Agent shall be made pursuant to the forgoing provisions of this Section within forty-five (45) days after the Dissemination Agent shall have given to the District and the Fiscal Agent written notice of its resignation, the Dissemination Agent may apply to any court of competent jurisdiction to appoint a successor Dissemination Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Dissemination Agent. The District shall provide the Fiscal Agent with written notice of the identity of any successor Dissemination Agent appointed or engaged by the District.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) the amendment or waiver, if it relates to annual or event information to be provided, is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identify, nature, or status of the District, or type of business conducted;

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

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

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District 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 District 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 District shall have no obligation under this Disclosure 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 District to comply with any provision of this Disclosure Certificate, the Purchaser or any owner of the Bonds which has acquired the Bonds in compliance with the terms of the Indenture may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed a default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

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 Certificate, and, if the Dissemination Agent is other than the District, the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the District for its services provided hereunder and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent, if the Dissemination Agent is other than the District, shall have no duty or obligation to review any information provided to it by the District and shall not be deemed to be acting in any fiduciary capacity for the District, the Bondowners or any other party. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Section 12. Notices. Any notice or communications to or among any of the parties to this Disclosure Certificate shall be given to all of the following and may be given as follows:

If to the Authority or the District	Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) c/o Special Districts Department 157 W. 5th St., 2nd Floor San Bernardino, California 92415-0450 Telephone: 909/___-___ Fax: (909) 387-5968 Attention: AMIGA Secretary
If to the Dissemination Agent:	David Taussig & Associates 5051 Canyon Crest Drive, Suite 202 Riverside, California 92507 Telephone: (951) 781-3100 Fax: (951) 781-3148
If to the Fiscal Agent:	U.S. Bank National Association 633 W. Fifth Street, 24th Floor Los Angeles, California 90071 Telephone: (213) 615-6005 Fax: (213) 615-6196
If to the Purchaser:	City National Bank [Address] [City, State Zip] Telephone: (___) ___-____ Fax: (___) ___-____

provided however, that all such notices, requests or other communications may be made by telephone and promptly confirmed by writing. The parties may, by notice given as aforesaid, specify a different address for any such notices, requests or other communications.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent and the owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: [Closing Date], 2014

AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION COMMUNITY FACILITIES DISTRICT NO. 2002-1 (AGUA MANSA INDUSTRIAL CENTER)

By: ______________________________

Jeffrey O. Rigney, Secretary,
Executive Committee, Agua Mansa
Industrial Growth Association

David Taussig & Associates, Inc. agrees to act as Dissemination Agent pursuant to the foregoing Continuing Disclosure Certificate

By: ______________________________

Its: ______________________________

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center)
Name of Bond Issue:	Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) Special Tax Refunding Bonds, Series 2014
Date of Issuance:	[Closing Date], 2014

NOTICE IS HEREBY GIVEN that the Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) (the "District") has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Certificate, dated [Closing Date], 2014, executed by the District for the benefit of the owners of the above-referenced bonds. The District anticipates that the Annual Report will be filed by

Dated:

AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION COMMUNITY FACILITIES DISTRICT NO. 2002-1 (AGUA MANSA INDUSTRIAL CENTER)

By: ______________________________

Its: ______________________________

cc: U.S. Bank National Association, as Fiscal Agent
633 West 5th Street, __th Floor
Los Angeles, CA 90071
Attn: Corporate Trust Department

David Taussig & Associates, Inc.,
as Dissemination Agent
5051 Canyon Crest Drive, Suite 202
Riverside, CA 92507

BOND INDENTURE

by and between

AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION
COMMUNITY FACILITIES DISTRICT NO. 2002-1
(Agua Mansa Industrial Center)

and

U.S. BANK NATIONAL ASSOCIATION,
as Fiscal Agent

$[Principal Amount]

Agua Mansa Industrial Growth Association
Community Facilities District No. 2002-1
(Agua Mansa Industrial Center)

Special Tax Refunding Bonds, Series 2014

Dated as of February 1, 2014

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BOND INDENTURE

This Bond Indenture (the "Bond Indenture") is dated as of February 1, 2014, is approved and entered into by and between the Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) (the "District") and U.S. Bank National Association, as Fiscal Agent (the "Fiscal Agent"), a national banking association organized under the laws of the United States of America.

W I T N E S S E T H:

WHEREAS, the Executive Committee of AMIGA (being and hereinafter referred to as the "Legislative Body of the District"), has heretofore undertaken proceedings and declared the necessity to issue bonds on behalf of the District pursuant to the terms and provisions of the Act (such term and all other capitalized terms having the meaning ascribed thereto in Section 1.01); and

WHEREAS, on October 22, 2002, the Legislative Body of the District adopted Resolution No. 2002-05 declaring its intention to establish the District pursuant to which a public hearing on the establishment of the District and the proposed rate and method of apportionment of the special tax was held on January 9, 2003; and

WHEREAS, on February 13, 2003, the Legislative Body of the District adopted Resolution No. 2003-4 establishing the District, providing for a special tax, approving the proposed rate and method of apportionment of the special tax and calling a special election to submit to the qualified electors within the District the question of levying the special tax; and

WHEREAS, pursuant to Resolution Nos. 2003-4 and 2003-5, adopted by the Legislative Body of the District on February 13, 2003, a special election was duly and legally held and conducted in the District on May 20, 2003, at which election there was submitted to the qualified voters of the District the following bond proposition, to wit:

PROPOSITION (A):

Shall Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) ("CFD No. 2002-1") be authorized to pay, repay or defease bonds of Agua Mansa Industrial Growth Association Community Facilities District No. 89-1 (Agua Mansa Industrial Growth Association) ("CFD No. 89-1") pursuant to Government Code Section 53313.5(g) by incurring a bonded indebtedness in the principal amount not to exceed $16,500,000 and shall an annual appropriations limit in the amount of $2,000,000 per fiscal year in connection therewith be established for CFD No. 2002-1, and shall a special tax with a maximum rate and method of apportionment as provided in Resolution No. 2003-2 adopted by the Executive Committee of the Agua Mansa Industrial Growth Association acting as the Legislative Body of CFD No. 2002-1 on January 9, 2003, which is incorporated by reference herein, be levied to pay for the purposes specified therein, including the payment of principal of and interest on bonds of CFD No. 2002-1, repayment of funds advanced for CFD No. 89-1, all costs associated with the establishment of CFD No. 2002-1, the issuance of bonds, the determination of the amount of any special taxes to be levied, the cost of collecting any special taxes, and costs otherwise incurred in order to carry out the authorized purposes of CFD No. 2002-1 or authorized with respect to CFD No. 89-1?

WHEREAS, based upon Resolution No. 2003-4 and the election, the District was authorized to issue bonds, pursuant to the Act, in an aggregate principal amount not to exceed $16,500,000 for the purposes set forth in Resolution No. 2003-4; and

WHEREAS, the "Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center), Special Tax Bonds, Series 2003" (the "2003 Bonds") were issued and sold in the initial par amount of $12,705,000 on July 24, 2003, in order to refinance public facilities projects, as authorized by the proceedings referenced above, pursuant to the provisions of that certain Bond Indenture, dated as of July 1, 2003 (the "2003 Bond Indenture"), between the District and U.S. Bank National Association (successor to U.S. Bank Trust National Association), the Fiscal Agent for the 2003 Bonds (the "2003 Fiscal Agent"), a portion of which 2003 Bonds are currently outstanding; and

WHEREAS, the District has not issued any other bonds, notes or other securities on a parity with the 2003 Bonds; and

WHEREAS, under the provisions of the Act, on [Board Date], 2014, the Legislative Body of the District adopted Resolution No. _____ (the "Resolution of Issuance"), which resolution, among other matters, authorized the issuance of the 2014 Bonds (as defined herein) upon the security of the Net Taxes (as defined herein) and provided that such issuance would be in accordance with the Act and this Bond Indenture, and authorized the execution hereof; and

WHEREAS, the Legislative Body of the District hereby desires to proceed to issue bonds authorized in the aggregate principal amount of $[Principal Amount] designated as "Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center), Special Tax Refunding Bonds, Series 2014" (the "2014 Bonds"); and

WHEREAS, it is in the public interest and for the benefit of AMIGA, the District, the persons responsible for the payment of Special Taxes and the Bondowners (as defined in Section 1.01 hereof) that the District enter into this Bond Indenture to provide for the issuance of the 2014 Bonds, the use of proceeds of the 2014 Bonds to refund the outstanding 2003 Bonds, the disposition of Special Taxes securing the 2014 Bonds issued by the District and the administration and payment of the 2014 Bonds and the administration of the Special Taxes; and

WHEREAS, the legislative body of the District has determined, in accordance with Government Code Section 53360.4, that a negotiated sale of the 2014 Bonds to a purchaser, in accordance with the terms of the Bond Purchase Agreement referred to herein, will result in a lower overall cost to the District than a public sale; and

WHEREAS, the District has determined that all things necessary to cause the 2014 Bonds, when executed by the District and authenticated by the Fiscal Agent and issued as provided in the Act, the Resolution of Issuance and this Bond Indenture, to be legal, valid and binding special obligations of the District in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Bond Indenture and the creation, authorization, execution and issuance of the 2014 Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, THE EXECUTIVE COMMITTEE OF THE AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION ACTING AS THE LEGISLATIVE BODY OF THE AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION COMMUNITY FACILITIES DISTRICT NO. 2002-1 (AGUA MANSA INDUSTRIAL CENTER), DOES HEREBY APPROVE AND ENTER INTO THIS BOND INDENTURE AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the following terms shall have the following meanings:

"2003 Administrative Expense Fund" means the Administrative Expense Fund created and established pursuant to the 2003 Indenture.

"2003 Bonds" means the outstanding Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center), Special Tax Bonds, Series 2003, currently outstanding in the aggregate principal amount of $9,620,000.

"2003 Construction Account" means the Construction Account created and established pursuant to the 2003 Indenture.

"2003 Fiscal Agent" means U.S. Bank National Association, as fiscal agent for the 2003 Bonds.

"2003 Indenture" means the Bond Indenture, dated as of July 1, 2003, by and between CFD No. 2002-1 and the 2003 Fiscal Agent.

"2003 Prepayment Account" means the Prepayment Account of the 2003 Special Tax Fund created and established pursuant to the 2003 Indenture.

"2003 Redemption Fund" means the Redemption Fund created and established pursuant to the 2003 Indenture.

"2003 Bond Reserve Fund" means the Bond Reserve Fund created and established pursuant to the 2003 Indenture.

"2003 Special Tax Fund" means the Special Tax Fund created and established pursuant to the 2003 Indenture.

"2014 Bonds" means Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center), Special Tax Refunding Bonds, Series 2014.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code and any successor provisions thereto.

"Administrative Expense Fund" means the fund by that name created and established pursuant to Section 3.01 of this Bond Indenture.

"Administrative Expense Requirement" means, with respect to the 2014 Bonds, an amount equal to the sum of $50,000.

"Administrative Expenses" means the ordinary and necessary fees and expenses for creation of the District, issuance of the 2014 Bonds, determination of the Special Tax and administering the levy and collection of the Special Tax and of servicing the 2014 Bonds, including any or all of the following: the fees and expenses of the Fiscal Agent (including any reasonable fees or expenses of its counsel), the reasonable expenses of AMIGA and the District in carrying out their respective duties hereunder (including, but not limited to, annual audits, special tax consultants and attorneys and costs incurred in the levying and collection of the Special Taxes and the foreclosure of parcels delinquent in the payment of Special Taxes, costs of compliance with disclosure obligations of AMIGA, including the fees and expenses of its counsel, an allocable share of the salaries of staff to AMIGA directly related thereto and a proportionate amount of general administrative overhead related thereto and all other costs and expenses of AMIGA or the Fiscal Agent incurred in connection with the discharge of their respective duties hereunder and, in the case of AMIGA, in any way related to the administration of the District and "Administrative Expenses" as defined in the Rate and Method for the District.

"AMIGA" means the Agua Mansa Industrial Growth Association, a joint exercise of powers agency formed pursuant to the laws of the State of California.

"Apportionment" means the apportionment of tax revenues by the Auditor-Controller of the County of Riverside or the Auditor-Controller of the County of San Bernardino.

"Auditor-Controller" means the Auditor-Controller of AMIGA acting on behalf of the District.

"Authorized Denomination" means $1,000,000 or any integral multiple of $5,000 in excess thereof, provided, however, that one 2014 Bond may be issued in a denomination of less than $1,000,000 but equal to or greater than $100,000 or any integral multiple of $5,000 in excess of $100,000, as set out in this Bond Indenture.

"Authorized Investments" means, subject to applicable law, (1) Federal Securities; (2) an Investment Agreement; (3) taxable government money market portfolios, rated in one of the two highest rating categories by Standard & Poor's Ratings Group restricted to obligations insured or fully guaranteed as to the principal and interest thereon by the full faith and credit of the United States of America or repurchase agreements collateralized by such obligations including money market funds for which the Fiscal Agent and its affiliates provide investment advisory or other management services; (4) Tax-Exempt obligations including Tax-Exempt money market funds; (5) commercial paper of "prime" quality of the highest ranking or of the highest letter and numerical rating as provided for by Moody's Investors Service or Standard & Poor's Ratings Group, limited to issuing corporations that are organized and operating within the United States of America and having total assets in excess of five hundred million dollars ($500,000,000) and having an "A" or higher rating for the Issuer's debt, other than commercial paper, if any, as provided for by Moody's Investors Service or Standard & Poor's Ratings Group and which may not exceed 180 days in maturity nor represent more than 10% of the paper of an issuing corporation; (6) shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California which invests exclusively in investments permitted by Section 53635 of Title 5, Division 2, Chapter 4 of the Government Code of the State of California, as it may be amended; (7) purchase or repurchase agreements secured by Federal Securities; (8)

deposit accounts fully insured by the Federal Deposit Insurance Corporation or with institutions rated in one of the two highest rating categories by Moody's Investors Services or Standard & Poor's Ratings Group including the Fiscal Agent and its affiliates; (9) investment pools of the Counties of Riverside and San Bernardino (the "Counties") into which AMIGA may lawfully invest its funds; and (10) the [Local Agency Investment Fund].

"Authorized Representative" means the Chairman or Secretary of AMIGA, or his or her written designee.

"Average Annual Debt Service" means the average overall Bond Years of the annual debt service from the date of the bonds of each Series to their maturity, including:

(1) the principal amount of all Outstanding 2014 Bonds payable in such Bond Year either at maturity or pursuant to a Sinking Fund Payment; and

(2) the interest payable on the aggregate principal amount of the Outstanding 2014 Bonds in such Bond Year assuming the 2014 Bonds are retired as scheduled.

"Bond Counsel" means McFarlin & Anderson LLP or any attorney or firm of attorneys selected by the District with expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities of nationally recognized standing in matters pertaining to the tax treatment of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America or the District of Columbia.

"Bond Fund" means the fund by that name created and established pursuant to Section 3.01 of this Bond Indenture.

"Bond Indenture" means this Bond Indenture, as amended or supplemented pursuant to the terms hereof.

"Bondowner(s)" or "Owner(s)" means the person or persons in whose name or names any 2014 Bond is registered.

"Bond Register" means the books which the Fiscal Agent shall keep, or cause to be kept, on which the registration and transfer of the 2014 Bonds shall be recorded.

"Bond Reserve Fund" means the fund by that name created and established pursuant to Section 3.01 of this Bond Indenture.

"Bonds" means any 2014 Bonds or any Parity Bonds authenticated and delivered pursuant to this Bond Indenture.

"Bond Year" means the twelve-month period beginning on the day after expiration of the preceding Bond Year of any Series and ending on the next succeeding September 1. The first Bond Year of the 2014 Bonds shall begin on the Closing Date and end on September 1, 2014 and the first Bond Year of any Parity Bonds shall begin on the date specified on the Supplement authorizing the execution and delivery of such Parity Bonds.

"Business Day" means any day other than (a) a Saturday, Sunday or legal holiday, (b) a day on which banking institutions in the State or in any state where the principal corporate trust office of the Fiscal Agent is located are required or authorized by law (including executive order) to close, or (c) a day on which the New York Stock Exchange is closed.

"CFD No. 89-1" means the Agua Mansa Industrial Growth Association Community Facilities District No. 89-1 (Agua Mansa Industrial Center) established pursuant to the Act.

"CFD No. 2002-1" means the Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) established pursuant to the Act.

"Chairman" means the Chairman of AMIGA, or his or her written designee in writing.

"Closing Date" means the date of delivery of the 2014 Bonds by AMIGA and payment therefor by the original purchaser thereof, being [Closing Date], 2014.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor, and the applicable Treasury Regulations promulgated thereunder.

"Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate provided by the District, dated as of the date of issuance of the 2014 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Costs of Issuance Fund" means the fund by that name created and established pursuant to Section 3.01 of this Bond Indenture.

"Depository" means the depository determined in accordance with Section 2.14 and its successors and assigns.

"Dissemination Agent" means David Taussig & Associates, Inc., or any successor dissemination agent appointed by the District pursuant to the Continuing Disclosure Certificate.

"District" means Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center), established pursuant to the Act.

"Extraordinary Expenses" means Administrative Expenses required for extraordinary expenses such as foreclosure actions against delinquent taxpayers within the District required to be prosecuted on an expedited basis pursuant to this Bond Indenture, the approval and implementation of actions requiring Bondowner consent under this Bond Indenture, or actual or threatened Bondowner or property owner litigation arising out of the Bonds or the District.

"Federal Securities" means, subject to applicable law, United States Treasury notes, bonds, bills or certificates of indebtedness including United States Treasury Obligations - State and Local Government Series ("SLGS") or other direct obligations issued by the United States Treasury for which the faith and credit of the United States of America are pledged for the payment of principal and interest, including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America and including a receipt, certificate or any other evidence of an ownership interest in an aforementioned obligation or in specified portions thereof (which may consist of specified portions of interest thereon); and obligations issued by banks for cooperatives, federal land banks, federal intermediate credit banks, federal home loan banks, the Federal Home Loan Bank Board, the Tennessee Valley Authority, or other federal agencies or United States of America government-sponsored enterprises.

"Fiscal Agent" means U.S. Bank National Association, a national banking association, 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 Section 7.02 or 7.03 and any successor thereto.

"Fiscal Year" means the twelve-month period terminating on June 30 of each year, or any other annual accounting period hereafter selected and designated by AMIGA as its Fiscal Year in accordance with applicable law.

"Gross Taxes" means the amount of all Special Taxes and net proceeds from the sale of property collected pursuant to the foreclosure provisions of this Bond Indenture for the delinquency of such Special Taxes and net proceeds from any security for payment of Special Taxes taken in lieu of foreclosure; provided, however, that the District may waive payment of penalties and interest accruing in connection with delinquent Special Tax payments as provided in Section 5.02(j) hereof, and to the extent waived, such amounts shall not constitute Gross Taxes.

"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 and certified by the District to the Fiscal Agent to be as follows:

(1) independent and not under the domination of the District;

(2) not having any substantial interest, direct or indirect, with the District; and

(3) 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 Payment Date" means each March 1 and September 1, commencing September 1, 2014.

"Investment Agreement" means (a) one or more agreements entered into between the District, the Fiscal Agent and an entity or entities while such entity or entities' long-term debt or claims-paying ability is rated in either of the two highest categories (without regard to gradations of plus and minus within such categories) by Standard & Poor's Ratings Group or Moody's Investors Service, Inc. and which agreement requires that in the event the long term debt or claims paying ability of the entity or entities shall fall below either of the rating categories set forth above such agreement shall be backed by collateral satisfying the following requirements: (i) the Fiscal Agent or a third party acting solely as agent for the Fiscal Agent has possession of the collateral; (ii) the Fiscal Agent has a perfected first priority security interest in the collateral; (iii) the market value of the collateral as determined at least once in every fourteen (14) days exceeds the principal amount of the Investment Agreement plus accrued interest and the market value of the collateral is maintained at levels of 105%; (iv) if the entity fails to provide the collateral called for, then the Fiscal Agent shall terminate the agreement upon three (3) days written notice to the entity, and funds shall be withdrawn at 100% of the principal value plus accrued interest to the date of withdrawal, such notice to be given in accordance with the provisions of the agreement; upon failure of the entity to comply with the collateral requirements described herein, the Fiscal Agent shall immediately liquidate all available collateral; (v) the collateral must be either obligations of, or fully guaranteed as to principal and interest by, the United States of America or any agency of the United States of America; and (vi) the collateral shall be free and clear of any third-party lien or claim; or (b) an agreement between the District, the Fiscal Agent and an entity which is rated in either of the two highest categories (without regard to gradations of plus and minus within such categories) by Standard & Poor's Ratings Group or Moody's Investors Service, Inc. and which agreement requires that in the event the rating of the entity or entities shall fall below the rating categories set forth above, such agreement shall be backed by collateral satisfying the requirements set forth in clause (a) above or (c) an agreement between the District, the Fiscal Agent and an entity with a credit rating or claims paying rating equal to "A" or better by Standard & Poor's Ratings Group or Moody's Investors Service, which agreement is backed by collateral meeting the requirements set forth in clause (a) above.

"Investor Letter" means an investment letter substantially in the form of Exhibit C hereto.

"Maximum Annual Debt Service" shall be the maximum sum obtained for any Bond Year by totaling the following for such Bond Year:

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

(2) the interest payable on the aggregate principal amount of the Outstanding Bonds in such Bond Year assuming the 2014 Bonds are retired as scheduled.

"Maximum Special Tax" shall have the meaning given to such term in the Rate and Method Tax approved by the Legislative Body of the District in the Resolution of Formation.

"Net Taxes" means the amount of all Gross Taxes minus Administrative Expenses and Extraordinary Expenses.

"Nominee" means the nominee of the Depository and its successors and assigns, which may be the Depository, as determined from time to time pursuant to Section 2.14 of this Bond Indenture.

"Nonpurpose Investment" has the meaning ascribed to such term in the Tax Certificate.

"Opinion of Bond Counsel" means a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds.

"Original Purchaser" means City National Bank, a national banking association.

"Ordinance" means Ordinance No. 2003-1 adopted by the Legislative Body of the District providing for the levying of the Special Tax.

"Outstanding Bonds" means all Bonds theretofore issued by the District, except:

(1) Bonds theretofore canceled or surrendered for cancellation in accordance with Section 10.01 hereof;

(2) Bonds for payment or redemption of which moneys shall have been theretofore deposited in trust (whether upon or prior to the maturity or the redemption date of such Bonds), provided that, if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in this Bond Indenture; and

(3) Bonds defeased but without notice being given pursuant to Sections 9.01(b) or (c) hereof.

"Parity Bonds" means all bonds, notes or other similar evidences of indebtedness hereafter issued, payable out of the Net Taxes and which, as provided in this Bond Indenture or any Supplement, rank on a parity with the 2014 Bonds.

"Payment Request Form" means a payment request form substantially in the form of Exhibit B hereto.

"Prepaid Special Taxes" means all Special Taxes prepaid to the District pursuant to the Rate and Method during the term hereof, less related Administrative Expenses.

"Prepayment Account" means the account by that name created and established pursuant to Section 3.01 of this Bond Indenture.

"Project" means the design, acquisition, construction and equipping of certain real and other tangible property with an estimated useful life of five years or longer, which is to be acquired or constructed within and without the District, including certain roadways, storm drain facilities, flood control facilities and water and wastewater facilities, and fire protection facilities, as more particularly described in the Resolution of Intention for CFD No. 2002-1 and includes the payment, repayment or defeasance of all or a portion of the 2003 Bonds of CFD No. 2002-1.

"Rate and Method" means the Rate and Method of Apportionment of Special Tax approved by the Legislative Body of the District in the Resolution of Formation.

"Rebate Fund" means the fund by that name created and established pursuant to Section 3.01 of this Bond Indenture.

"Record Date" means the fifteenth day of the month preceding an Interest Payment Date or, if such day is not a Business Day, the Business Day next preceding such date.

"Redemption Fund" means the fund by that name created and established pursuant to Section 3.01 of this Bond Indenture.

"Reserve Requirement" means, as of any date of calculation, an amount equal to the least of (i) 10% of the total original principal amount of the Outstanding Bonds, less original issue discount, if any, plus original issue premium, if any, (ii) Maximum Annual Debt Service on the Outstanding Bonds or (iii) 125% of Average Annual Debt Service.

"Resolution of Formation" means Resolution No. 2003-4 adopted by the Legislative Body of the District on February 13, 2003, pursuant to which AMIGA formed the District.

"Resolution of Intention" means Resolution No. 2002-05 adopted by the Legislative Body of the District on October 22, 2002, stating AMIGA's intention to form the District.

"Resolution of Issuance" means Resolution No. 20__-__ adopted by the Legislative Body of the District on [Board Date], 2014 authorizing the issuance of the 2014 Bonds, and approving the terms and provisions of this Bond Indenture.

"Secretary" means the Secretary of AMIGA or his or her designee.

"Series" when used with reference to the Bonds, shall mean all of the Bonds authenticated and delivered on original issuance and identified pursuant to this Bond Indenture or a Supplement authorizing such Bonds as a separate Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds.

"Sinking Account" means the account by that name created and established pursuant to Section 3.01 of this Bond Indenture.

"Sinking Fund Payment" means an annual payment to be applied to redeem a portion of the Term 2014 Bonds in accordance with the schedule set forth in Section 4.01(c) or with respect to any Parity Bonds in accordance with the Supplement authorizing the issuance of such Parity Bonds.

"Special Tax" or "Special Taxes" means the taxes authorized to be levied by the District in accordance with the Ordinance, the Resolution of Formation, the Act and the voter approval obtained at the May 20, 2003 election on behalf of the District by AMIGA and described in the Resolution of Formation; *provided, however*, that the term shall not include any redemption penalties or delinquency interest which may accrue due to delinquencies in the payment of Special Taxes.

"Special Tax Fund" means the fund by that name created and established pursuant to Section 3.01 of this Bond Indenture.

"Supplement" means any supplemental bond indenture amending or supplementing this Bond Indenture.

"Taxable Property" shall have the meaning given to such term in the Rate and Method.

"Tax Certificate" means the certificate delivered upon the issuance of the 2014 Bonds relating to Section 148 of the Code, or any functionally similar replacement certificate as may be delivered by Bond Counsel from time to time.

"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 2014 Bonds" means the 2014 Bonds maturing on September 1, 2033.

"Treasurer" means the Treasurer of AMIGA acting on behalf of the District.

"Undeveloped Property" means for each Fiscal Year, all Taxable Property (as defined in the Rate and Method) for which a building permit for new construction has not been issued.

"Yield" shall mean that discount rate which when computing the present worth of all payments of principal and interest to be paid on an obligation produces an amount equal to the purchase price of the obligation. With respect to the 2014 Bonds, the Yield shall be the discount rate at which the present value of payments on the 2014 Bonds is equal to the purchase price at par, less original issue discount and plus accrued interest. The Yield on the 2014 Bonds so computed has been calculated to be at least __________%.

Section 1.02. Interpretation.

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and *vice versa* and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

ARTICLE II

GENERAL AUTHORIZATION AND BOND TERMS

Section 2.01. Amount, Issuance, Purpose and Nature of 2014 Bonds. Under and pursuant to the Act, the 2014 Bonds in the amount of $[Principal Amount] shall be issued for the purposes of paying and defeasing the outstanding 2003 Bonds and certain costs of issuing the 2014 Bonds. The 2014 Bonds shall be and are limited obligations of the District and shall be payable as to the principal thereof and interest thereon and any premiums upon the redemption thereof solely from (i) the Net Taxes, and (ii) the amounts in the funds created hereunder and earnings thereon, other than moneys in the Administrative Expense Fund, the Costs of Issuance Fund and the Rebate Fund.

Section 2.02. Terms of the 2014 Bonds.

The 2014 Bonds shall mature on September 1, 2033, and shall bear interest at 4.15% per annum.

Section 2.03. Type and Nature of Bond. The 2014 Bonds and interest thereon, together with any premium paid thereon upon redemption, are not obligations of AMIGA, but are limited obligations of the District secured by and payable from an irrevocable first lien on the Net Taxes. Except with respect to the Special Tax, neither the credit nor the taxing power of the District, AMIGA or any member of AMIGA is pledged for the payment of the 2014 Bonds or the interest thereon, and no Owner of the 2014 Bonds may compel the exercise of taxing power by the District, AMIGA or any member of AMIGA or the forfeiture of any of their property. The principal of and interest on the 2014 Bonds and premiums upon the redemption thereof, if any, are not a debt of the District, AMIGA, any member of AMIGA, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory limitation or restriction. The 2014 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 amounts which are, under Section 2.01 of this Bond Indenture and the Act, set aside for the payment of the 2014 Bonds and interest thereon and neither the members of the Legislative Body of the District nor any persons executing the 2014 Bonds are liable personally on the 2014 Bonds by reason of their issuance.

Notwithstanding anything contained in this 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 2014 Bonds or for the performance of any covenants herein contained. The District may, however, advance funds for any such purpose, provided that such funds are derived from a source legally available for such purpose.

Section 2.04. Equality of Bonds; Pledge of Net Taxes. Pursuant to the Act and this Bond Indenture, the 2014 Bonds shall be equally payable from the Net Taxes without priority for number, issue date, date of sale, date of execution, or date of delivery, and the payment of the interest on and principal of the 2014 Bonds and any premiums upon the redemption thereof shall be exclusively paid from the Net Taxes and moneys on deposit in the Special Tax Fund, the Bond Fund, the Redemption Fund and the Bond Reserve Fund which are hereby set aside for the payment of the 2014 Bonds. The Net Taxes and any interest earned on the Net Taxes shall constitute a trust fund held for the benefit of the owners of the 2014 Bonds to be applied to the payment of the interest on and principal of the 2014 Bonds and so long as any of the 2014 Bonds or interest thereon remain outstanding shall not be used for any other purpose, except as permitted by this Bond Indenture or any Supplement.

Nothing in this Bond Indenture or any Supplement shall preclude the redemption prior to maturity of any 2014 Bonds of any maturity of any Series subject to call and redemption and payment of said 2014 Bonds from proceeds of refunding bonds issued under the Act as the same now exists or as hereafter amended, or under any other law of the State of California.

Section 2.05. Description of the 2014 Bonds; Interest Rates. The 2014 Bonds shall be issued in fully registered form in Authorized Denominations within a single maturity and shall be numbered as desired by the Fiscal Agent. The 2014 Bonds shall be designated "AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION COMMUNITY FACILITIES DISTRICT NO. 2002-1 (AGUA MANSA INDUSTRIAL CENTER), SPECIAL TAX REFUNDING BONDS, SERIES 2014." The 2014 Bonds shall be dated as of their date of issuance, and shall mature and be payable on September 1, 2033 in the aggregate principal amounts and shall bear interest at the rate set forth in Section 2.02. Interest on the 2014 Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months. Interest shall be payable with respect to each 2014 Bond on each Interest Payment Date until the principal sum of that 2014 Bond has been paid; provided, however, that if at the maturity date of any 2014 Bond (or if the same is redeemable and shall be duly called for redemption, then at the date fixed for redemption) funds are available for the payment or redemption thereof, in full accordance with terms of this Bond Indenture, such 2014 Bond shall then cease to bear interest.

Section 2.06. Place and Form of Payment. The 2014 Bonds shall be payable both as to principal and interest, and as to any premiums upon the redemption thereof, in lawful money of the United States of America. The principal of the 2014 Bonds and any premiums due upon the redemption thereof shall be payable upon presentation and surrender thereof at the principal corporate trust office of the Fiscal Agent. Interest on any 2014 Bond shall be payable from the Interest Payment Date next preceding the date of authentication of that 2014 Bond, unless (i) such date of authentication is an Interest Payment Date, in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, in which event interest shall be payable from the Interest Payment Date immediately succeeding the date of authentication or (iii) the date of authentication is prior to the close of business on the first Record Date, in which event interest shall be payable from the date of the 2014 Bonds; provided, however, that if at the time of authentication of a 2014 Bond, interest is in default, interest on that 2014 Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment, or if no interest has been paid on such 2014 Bond the interest shall be payable from the date of issuance of the 2014 Bonds. Interest on any 2014 Bond shall be paid to the person whose name shall appear in the Bond Register as the Owner of such 2014 Bond as of the close of business on the Record Date immediately preceding such Interest Payment Date. Such interest shall be paid by check of the Fiscal Agent mailed on the Interest Payment Date by first-class mail to such Bondowner at his or her address as it appears on the Bond Register, except that an Owner of at least $1,000,000 in aggregate principal amount of 2014 Bonds may be paid by wire transfer in immediately available funds to an account of a bank or financial institution in the United States of America designated by such Owner if the Owner makes a written request of the Fiscal Agent on or prior to the applicable Record Date.

Section 2.07. Form of Bonds; Temporary Bonds. The definitive 2014 Bonds shall be typewritten, printed, or printed from steel engraved or lithographic plates, and the certificate of authentication shall be substantially in the form attached hereto as Exhibit A, which form is hereby approved and adopted as the form of the 2014 Bonds and of the certificate of authentication.

Until definitive 2014 Bonds shall be prepared, the District may cause to be executed and delivered, in lieu of such definitive 2014 Bonds, temporary 2014 Bonds in typed, printed, lithographed or engraved form and in fully registered form, subject to the same provisions, limitations and conditions as are applicable in the case of definitive 2014 Bonds, except that they may be in any denominations authorized by the District. Until exchanged for definitive 2014 Bonds, any temporary 2014 Bond shall be entitled and subject to the same benefits and provisions of this Bond Indenture as definitive 2014 Bonds. If the District issues temporary 2014 Bonds, it will execute and furnish definitive 2014 Bonds without unnecessary delay and thereupon any temporary 2014 Bond may be surrendered to the Fiscal Agent at its office, without expense to the Owner, in exchange for a definitive 2014 Bond of the same maturity, interest rate and principal amount in any Authorized Denomination. All temporary 2014 Bonds so surrendered shall be canceled by the Fiscal Agent and shall not be reissued.

Section 2.08. Execution and Authentication. The 2014 Bonds shall be signed on behalf of the District by the manual or facsimile signature of the Chairman of the Legislative Body of the District and by the manual or facsimile signature of the Secretary of the Legislative Body of the District in their capacity as officers of the District or AMIGA. In case any one or more of the officers who shall have signed any of the 2014 Bonds shall cease to be such officer before the 2014 Bonds so signed have been authenticated and delivered by the Fiscal Agent (including new 2014 Bonds delivered pursuant to the provisions hereof with reference to the transfer and exchange of 2014 Bonds or to lost, stolen, destroyed or mutilated 2014 Bonds), such 2014 Bonds shall nevertheless be valid and may be authenticated and delivered as herein provided, and may be issued as if the person who signed such 2014 Bonds had not ceased to hold such office.

Only such 2014 Bonds as shall bear thereon such certificate of authentication in the form set forth in Exhibit A hereto shall be entitled to any right or benefit under this Bond Indenture, and no 2014 Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Fiscal Agent.

Section 2.09. Bond Register. The Fiscal Agent will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of the 2014 Bonds which shall at all times during regular business hours upon reasonable prior notice be open to inspection by the District, and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be transferred on said Bond Register, 2014 Bonds as herein provided.

The District and the Fiscal Agent may treat the Owner of any 2014 Bond whose name appears on the Bond Register as the absolute Owner of such 2014 Bond for any and all purposes, and the District and the Fiscal Agent shall not be affected by any notice to the contrary. The District and the Fiscal Agent may rely on the address of the Bondowner as it appears in the Bond Register for any and all purposes. It shall be the duty of the Bondowner to give written notice to the Fiscal Agent of any change in the Bondowner's address so that the Bond Register may be revised accordingly.

Section 2.10. Registration of Exchange or Transfer. Subject to the limitations set forth in this Section, the registration of any 2014 Bond may, in accordance with its terms, be transferred upon the Bond Register by the person in whose name it is registered, or by his or her duly authorized attorney, upon surrender of such 2014 Bond for cancellation at the principal corporate trust office of the Fiscal Agent, together with a written instrument of transfer duly executed by the Bondowner or his or her duly authorized attorney in the form set forth on the 2014 Bond or otherwise in a form approved by the Fiscal Agent. The Owner requesting such transfer shall be required to pay any tax or other governmental charge required to be paid with respect to such transfer.

Notwithstanding the foregoing, an Owner may only transfer the 2014 Bonds in aggregate principal amounts of not less than $1,000,000 to a "qualified institutional buyer" within the meaning of Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended, or an "Accredited Investor" within the meaning of Regulation D promulgated under the Securities Act of 1933, as amended; provided that such transferee executes an Investor Letter. Any transfer of 2014 Bonds that is not made in accordance with this Section 2.10 shall be null and void.

The following shall apply to all sales and transfers of the 2014 Bonds after the initial sale and delivery of the 2014 Bonds:

(a) The 2014 Bonds shall be physical certificated instruments and shall not be held in any book-entry only system unless the District shall so direct in writing;

(b) The 2014 Bonds shall only be sold and transferred in whole to a person who has delivered to the Fiscal Agent and the District an Investor Letter in the form attached as Exhibit "D" hereto;

(c) The Fiscal Agent shall not authenticate or register a 2014 Bond unless there shall have been delivered to the Fiscal Agent an Investor Letter executed by the proposed transferee of the 2014 Bonds; and

(d) The Fiscal Agent shall not authenticate or register a 2014 Bond if such authentication or registration will result in more than thirty-five (35) Bondowners.

Subject to the limitations set forth in the preceding paragraph, the Bonds may be exchanged at the principal corporate trust office of the Fiscal Agent for a like aggregate principal amount and maturity of Bonds of other Authorized Denominations of the same maturity. The Fiscal Agent will not charge the Owner for any new Bond issued upon any exchange, but shall require the Owner requesting such exchange to pay any tax or other governmental charge required to be paid with respect to such exchange. Whenever any Bond or Bonds shall be surrendered for registration of transfer or exchange, the District shall execute and the Fiscal Agent shall authenticate and deliver in the name of the transferee or in the name of the existing Owner in the case of an exchange, a new Bond or Bonds of Authorized Denominations, of the same maturity, for a like aggregate principal amount; provided, that the Fiscal Agent shall not be required to register transfers or make exchanges of 2014 Bonds (i) between a Record Date and the immediately succeeding Interest Payment Date, (ii) within the 15 days prior to the date designated by the Fiscal Agent as the date for selecting Bonds for redemption or (iii) selected for redemption; provided that the Fiscal Agent may agree with the Owner of any 2014 Bond that such Owner may, in lieu of surrendering the same for a new 2014 Bond, endorse on such 2014 Bond a record of partial payment of the principal of such 2014 Bond in the form set forth below (which shall be typed or printed on such 2014 Bond):

PAYMENTS ON ACCOUNT OF PRINCIPAL

Payment Date	Principal Amount Paid	Balance of Principal Amount Unpaid	Signature of Holder

The Fiscal Agent shall maintain a record of each such partial payment made in accordance with the foregoing agreement and such record of the Fiscal Agent shall be conclusive. Such partial payment shall be valid upon payment of the amount thereof to the Owner of such 2014 Bond, and the Community Facilities District and the Fiscal Agent shall be fully released and discharged from all liability to the extent of such payment regardless of whether such endorsement shall or shall not have been made upon such 2014 Bond by the Owner thereof and regardless of any error or omission in such endorsement.

Additionally, at no point in time shall the 2014 Bonds be owned or held by more than thirty-five (35) separate Persons. The Fiscal Agent shall promptly notify the Community Facilities District, in writing, if any request for transfer of any 2014 Bonds would not conform to the foregoing sentence.

Section 2.11. Mutilated, Lost, Destroyed or Stolen Bonds. If any Bond shall become mutilated, the District shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor, date, maturity and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled and delivered to the District. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence is satisfactory to the Fiscal Agent and, if prior to the authentication and delivery of such new Bond indemnity satisfactory to the District and the Fiscal Agent shall be given, the District, at the expense of the Bondowner, shall execute and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and maturity, numbered and dated as such Fiscal Agent shall determine in lieu of and in substitution for the Bond so lost, destroyed or stolen. Any Bond issued in lieu of any Bond alleged to be lost, destroyed or stolen, shall be equally and proportionately entitled to the benefits hereof with all other Bonds issued hereunder. The Fiscal Agent shall not treat both the original Bond and any replacement Bond as being Outstanding Bonds for the purpose of determining the principal amount of Bonds which may be executed, authenticated and delivered hereunder or for the purpose of determining any percentage of Outstanding Bonds hereunder, but both the original and replacement Bond shall be treated as one and the same. Notwithstanding any other provision of this Section, in lieu of delivering a new Bond in place of a Bond which has been mutilated, lost, destroyed or stolen, and which has matured, the Fiscal Agent may make payment with respect to such Bond upon receipt of the indemnity referred to in this Section. The District and the Fiscal Agent may charge the Owners of the Bonds for their reasonable fees and expenses in connection with replacing lost, stolen, destroyed or mutilated Bonds.

Section 2.12. Validity of Bonds. The validity of the authorization and issuance of the 2014 Bonds shall not be affected in any way by any proceedings taken by the District for the financing of the Project, or by any contracts made by the District in connection therewith, and the recital contained in the 2014 Bonds that the same are issued pursuant to the Act shall be conclusive evidence of their validity and of the regularity of their issuance.

Section 2.13. Conditions for the Issuance of Parity Bonds. The District may at any time after the issuance and delivery of the 2014 Bonds hereunder issue Parity Bonds payable from the Net Taxes and secured by a lien and charge upon the Special Taxes equal to the lien and charge securing the Outstanding Bonds and any other Parity Bonds theretofore issued hereunder or under any Supplement; provided, however, that Parity Bonds may only be issued for the purpose of refunding all or a portion of the Bonds then outstanding and subject to the condition that the District must be in compliance with all covenants set forth in this Bond Indenture and any Supplement then in effect and a certificate of the District to that effect will be filed with the Fiscal Agent; 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. The District may issue the Parity Bonds subject to the following specific conditions precedent:

(a) Current Compliance. The District shall be in compliance on the date of issuance of the Parity Bonds with all covenants set forth in this Bond Indenture and any Supplement then in effect and a certificate of the District to that effect shall be filed with the Fiscal Agent.

(b) Payment Dates. The Supplement providing for the issuance of such Parity Bonds shall provide that interest thereon shall be payable on March 1 and September 1, and principal thereof shall be payable on September 1 in any year in which principal is payable (provided that there shall be no requirement that any Parity Bonds pay interest on a current basis). The final maturity of the Parity Bonds shall be in compliance with the terms of applicable provisions of State law.

(c) Funds and Accounts; Reserve Fund Deposit. The Supplement providing for the issuance of such Parity Bonds may provide for the establishment of separate funds and accounts, and shall provide for a deposit to the Bond Reserve Fund in an amount necessary so that the amount on deposit therein, following the issuance of such Parity Bonds, is equal to the Reserve Requirement.

(d) The Special Tax Coverage. The District shall obtain a certificate of a Independent Financial Consultant to the effect that the amount of the maximum Special Taxes that may be levied in each Fiscal Year, less an amount sufficient to pay annual Administrative Expenses (as determined by the District), shall be at least one hundred ten percent (110%) of the total Annual Debt Service for each such Fiscal Year on the Bonds and the proposed Parity Bonds.

(e) Officer's Certificate. The District shall deliver to the Fiscal Agent an Officer's Certificate certifying that the conditions precedent to the issuance of such Parity Bonds set forth in subsections (a), (b), (c), (d), and (e) of this Section 2.13 have been satisfied. In delivering such Officer's Certificate, the Authorized Representative that executes the same may conclusively rely upon such certificates of the Fiscal Agent, the Independent Financial Consultant, appraisers, owners of property within the District and others selected with due care, without the need for independent inquiry or certification.

The District shall not issue bonds or otherwise incurring debt secured by a pledge of Special Tax revenues subordinate to the pledge thereof under Section 3.02 of this Agreement. Except with respect to bonds issued for refunding purposes, the District agrees not to issue the remaining $3,795,000 of $16,500,000 of bond authorization.

Section 2.14. Book-Entry.

As provided in Sections 2.10 and 2.15,the 2014 Bonds shall be physical certificated instruments and shall not be held in any book-entry only system unless the District shall so direct in writing. On the Delivery Date, the 2014 Bonds shall be registered in the name of the Original Purchaser outside of any book-entry system.

The 2014 Bonds shall be initially issued in the form of a single, fully registered Bond for each maturity (which may be typewritten). In the future, upon written direction of the District, the ownership of such Bond shall be registered in the Bond Register in the name of the Nominee identified below as nominee of the Depository. Except as hereinafter provided, all of the outstanding Bonds to be registered in the Bond Register in the name of the Nominee, which may be in the Depository, shall be registered as determined from time to time pursuant to this Section (the "Nominee").

With respect to the Bonds registered in the Bond Register in the name of the Nominee, neither the District nor the Fiscal Agent shall have any responsibility or obligation to any broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as securities depository (the "Participant") or to any person on behalf of which such a Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, neither the District nor the Fiscal Agent shall have any responsibility or obligation (except as to the District, if it is at such time the Depository) with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person, other than an Owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the District redeems the Bonds in part, or (iv) the payment to any Participant or any other person, other than an Owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. The District and the Fiscal Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute Owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption, if applicable, and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The District shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owner of a Bond, as shown in the Bond Register, or its respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner of a Bond, as shown in the Bond Register, shall receive a Bond evidencing the obligation of the District to make payments of principal and interest pursuant to this Bond Indenture. Upon delivery by the Depository to the Owners of the Bonds, and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Bond Indenture shall refer to such nominee of the Depository.

In order to qualify the Bonds for the Depository's book-entry system, the District shall execute and deliver to the Depository the representation letter in the form approved by the Depository. The execution and delivery of the Representation Letter shall not in any other way limit the provisions of this Section or in any other way impose upon the District any obligation whatsoever with respect to persons having interests in the Bonds other than the owners of the Bonds, as shown on the Bond Register. In addition to the execution and delivery of the Representation Letter, the District shall take such other actions, not inconsistent with this Bond Indenture, as are reasonably necessary to qualify the Bonds for the Depository's book-entry program.

In the event (i) the Depository determines not to continue to act as securities depository for the Bonds, or (ii) the Depository shall no longer so act and gives notice to the District of such determination, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered Bond, per maturity, registered in the name of such successor or substitute qualified securities depository or its nominee. If the District fails to identify another qualified securities depository to replace the Depository then the Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Nominee, but shall be registered in whatever name or names owners of the Bonds transferring or exchanging Bonds shall designate, in accordance with provisions of Section 3.04, and the District shall prepare and deliver Bonds to the owners thereof for such purpose.

In the event of a reduction in aggregate principal amount of Outstanding Bonds or an advance refunding of part of the Outstanding Bonds, the Depository, in its discretion, (a) may request the District to prepare and issue a new Bond or (b) may make an appropriate notation on the Bond indicating the date and amounts of such reduction in principal, but in such event the District records maintained by the Fiscal Agent shall be conclusive as to what amounts are outstanding on the Bond, except in the case of final maturity in which case the Bond must be presented to the Fiscal Agent prior to payment.

Notwithstanding any other provision of this Bond Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments of principal and interest 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 and acceptable to the District.

ARTICLE III

CREATION OF FUNDS AND APPLICATION OF PROCEEDS AND NET TAXES

Section 3.01. Funds. There are hereby created and established and shall be maintained by the Fiscal Agent and the District the following funds:

(1) The Community Facilities District No. 2002-1 Special Tax Fund (the "Special Tax Fund") to be held by the Fiscal Agent, in which there shall be established and created a Prepayment Account (the "Prepayment Account") at such time as Special Taxes are prepaid by a property owner in accordance with the Rate and Method.

(2) The Community Facilities District No. 2002-1 Costs of Issuance Fund (the "Costs of Issuance Fund") to be held by the Fiscal Agent.

(3) The Community Facilities District No. 2002-1 Administrative Expense Fund (the "Administrative Expense Fund") to be held either by the Fiscal Agent or by the District as determined by the District.

(4) The Community Facilities District 2002-1 Bond Fund (the "Bond Fund") to be held by the Fiscal Agent, in which there shall be established and created an Interest Account (the "Interest Account").

(5) The Community Facilities District No. 2002-1 Redemption Fund (the "Redemption Fund") to be held by the Fiscal Agent, in which there shall be established and created a Sinking Account (the "Sinking

Account") and a Redemption Account (the "Redemption Account"), and such accounts as the District shall direct the Fiscal Agent to establish.

(6) The Community Facilities District No. 2002-1 Bond Reserve Fund (the "Bond Reserve Fund") to be held by the Fiscal Agent.

(7) The Community Facilities District No. 2002-1 Rebate Fund (the "Rebate Fund") to be held by the Fiscal Agent.

Section 3.02. Disposition of Bond Proceeds. The proceeds of the sale of the 2014 Bonds in the amount of $__________ ($[Principal Amount].00, which shall be wired directly to the Bank) shall be received by the Fiscal Agent on behalf of the District and deposited as follows:

(1) An amount equal to the Reserve Requirement in the initial amount of $__________ shall be placed in the Bond Reserve Fund;

(2) The sum of $__________ shall be placed in the Costs of Issuance Fund; and

(3) The balance of $__________ shall be transferred to the 2003 Fiscal Agent to be deposited in the 2003 Redemption Fund and used together with funds available under the 2003 Indenture to redeem the 2003 Bonds in full, including applicable redemption premium on September 1, 20__.

The Fiscal Agent may establish such fund or account in its records to facilitate and record such deposits and transfers as it may deem necessary or appropriate.

Amounts held in the following funds and accounts established for the 2003 Bonds shall be transferred to the Fiscal Agent, the 2003 Fiscal Agent or the District for deposit to the indicated fund or account:

(i) $__________[$172,777.99] from the 2003 Construction Account shall be transferred by the 2003 Fiscal Agent to the 2003 Redemption Fund and used together with funds described above to redeem the 2003 Bonds in full, including applicable redemption premium, if any, on March 1, 2014;]

(ii) $__________ [$329,116.44] from the 2003 Special Tax Fund shall be transferred by the 2003 Fiscal Agent to the 2003 Redemption Fund and used together with funds described above to redeem the 2003 Bonds in full, including applicable redemption premium on March 1, 2014];

(iii) $__________ [$3,503.91] from the 2003 Prepayment Account of the 2003 Special Tax Fund shall be transferred by the 2003 Fiscal Agent to the 2003 Redemption Fund and used together with funds described above to redeem the 2003 Bonds in full, including applicable redemption premium on March 1, 2014];

(iv) $__________ [$1.79] from the 2003 Redemption Fund shall be retained by the 2003 Fiscal Agent in the 2003 Redemption Fund and used together with funds described above to redeem the 2003 Bonds in full, including applicable redemption premium on March 1, 2014];

(v) __________ [$16,488.80] from the 2003 Administrative Expense Fund shall be transferred by the 2003 Fiscal Agent to the Fiscal Agent to be deposited in the Administrative Expense Fund and used as provided in Section 3.04 hereof; and

(vi) $__________ [$1,075,171.75] from the 2003 Bond Reserve Fund shall be transferred by the 2003 Fiscal Agent to the 2003 Redemption Fund and used together with funds described above to redeem the 2003 Bonds in full, including applicable redemption premium on March 1, 2014].

Any interest earnings in the foregoing accounts posted after the date of issuance of the 2014 Bonds shall be transferred by the 2003 Fiscal Agent or the Fiscal Agent to the Bond Fund.

In connection with the issuance of any Parity Bonds, the District and the Fiscal Agent may create additional funds or accounts within any of the foregoing funds for the purpose of accounting separately for the proceeds of any Parity Bonds. The proceeds of the sale of any Parity Bonds shall be deposited as provided in the Supplement relating thereto.

Section 3.03. Special Tax Fund. On the last business day of the month in which the County Auditor-Controller of the County of Riverside and the County Auditor-Controller of the County of San Bernardino make an apportionment of tax revenues, including Special Taxes and other amounts constituting Gross Taxes, if any, and such apportionment is transferred to the Fiscal Agent on behalf of the District (any such apportionment being hereinafter referred to as an "Apportionment") (exclusive of Prepaid Special Taxes received which shall be deposited into the Prepayment Account of the Special Tax Fund), and if the Bond Reserve Fund is funded at or above the Reserve Requirement, the Fiscal Agent shall first deposit into the Administrative Expense Fund if the Administrative Expense Fund is then held by the Fiscal Agent) or transfer to the District for deposit by the District in the Administrative Expense Fund (if the Administrative Expense Fund is then held by the District) the amount of Administrative Expenses required to be deposited therein pursuant to Section 3.04 hereof up to the Administrative Expense Requirement and shall then deposit such Apportionment and any other amounts constituting Net Taxes in the Special Tax Fund, to be held in trust and transferred on the dates and in the amounts set forth in the following Sections, in the following order of priority, to:

(1) The Interest Account of the Bond Fund;

(2) The Sinking Account of the Redemption Fund for Sinking Fund Payments due in that year;

(3) The Bond Reserve Fund;

(4) The Rebate Fund; and

(5) The Administrative Expense Fund.

Upon provision for payment or redemption of all Bonds and after payment of any amounts due to the Fiscal Agent, all moneys remaining in the Special Tax Fund shall be paid to the District for application to the purposes of the District.

Section 3.04. Administrative Expense Fund. The Fiscal Agent shall deposit into the Administrative Expense Fund (if the Administrative Expense Fund is then held by the Fiscal Agent) or transfer to the District for deposit by the District in the Administrative Expense Fund (if the Administrative Expense Fund is then held by the District) from each Apportionment an amount which shall be specified in writing by the Authorized Representative to the Fiscal Agent equal to the Administrative Expenses estimated to be coming due on or before the next succeeding Interest Payment Date; provided however, that the Fiscal Agent shall not deposit an amount in excess of the Administrative Expense Requirement unless the amounts required for payment of principal of and interest on the Bonds (including any sinking fund payments due during the current year) from such Apportionment have been made and amounts necessary to satisfy the Rebate Requirement are deposited in the Rebate Fund. The Fiscal Agent or the District, as applicable, shall apply the moneys on deposit in the Administrative Expense Fund to the payment of Administrative Expenses, as directed in writing by the Authorized Representative. Amounts to pay Administrative Expenses shall be paid from the Administrative Expense Fund upon receipt by the Fiscal Agent of a written requisition in substantially the form of Exhibit B from the Authorized Representative, stating the payee and the amount owing.

Section 3.05. Bond Fund. The principal and interest on the Bonds until maturity, except principal coming due upon the redemption of Bonds, shall be paid by the Fiscal Agent from the Bond Fund. At the maturity of the Bonds and, after all principal and interest then due on the Bonds then Outstanding has been paid or provided for, any moneys in the Bond Fund shall be transferred to the Special Tax Fund.

For the purpose of assuring that the payment of interest on the Bonds will be made when due, on or prior to the last day of February and August of each year, the Fiscal Agent shall transfer to the Bond Fund from the Special Tax Fund and the Bond Reserve Fund, an amount such that the balance in the Interest Account one (1) Business Day prior to each Interest Payment Date shall be equal to the installment of interest due on the Bonds on said Interest Payment Date; provided, however, that to the extent that deposits have been made to the Bond Fund from available funds, in an amount sufficient to pay the interest then due, the transfer from the Special Tax Fund need not be made. Moneys in the Interest Account shall be used for the payment of interest on the Bonds as the same becomes due.

Section 3.06. Redemption Fund.

(a) One day prior to March 1 of each year beginning February 28, 2015, after the deposits have been made to the Bond Fund as required by the preceding Section, the Fiscal Agent shall next transfer into the Sinking Account in the Redemption Fund from the Special Tax Fund an amount equal to one-half of the Sinking Fund Payment due on the Term 2014 Bonds outstanding on the next September 1 and one day prior to September 1 of each year beginning August 31, 20__, after the deposits have been made to the Bond Fund as required by the preceding Section, the Fiscal Agent shall next transfer into the Sinking Account in the Redemption Fund from the Special Tax Fund an amount such that the balance in the Sinking Account in the Redemption Fund for the payment of Sinking Fund Payments shall be equal to the Sinking Fund Payment due on the Outstanding Term 2014 Bonds on such September 1. Moneys so deposited in the Redemption Fund shall be used and applied by the Fiscal Agent to call and redeem Outstanding Term 2014 Bonds in accordance with the provisions of Section 4.01(c) hereof.

On any Interest Payment Date, provided that a timely notice has been given to the Fiscal Agent, the Fiscal Agent shall effect a redemption from moneys, if any, deposited in the Redemption Account in the Redemption Fund for the redemption of Bonds in accordance with Section 4.01(b) hereof of the largest principal amount of Bonds which can be called with the money available, and for which notice can be given and any such call and redemption shall be made in accordance with the provisions of Section 4.01(b) hereof.

In lieu or partially in lieu of such call and redemption, moneys deposited in the Redemption Fund as set forth above may be used to purchase Outstanding Bonds in the manner hereinafter provided in Section 4.02.

(b) After making the deposits to the Bond Fund pursuant to Section 3.05 above and to the Redemption Fund for Sinking Fund Payments then due pursuant to subparagraph (a) of this Section or pursuant to the Supplement relating to any Parity Bonds, and in accordance with the District's election to call

Bonds for optional redemption as set forth in Section 4.01(a) or with respect to Parity Bonds in accordance with the Supplement relating thereto, the Fiscal Agent shall transfer from the Special Tax Fund and deposit in the Redemption Fund moneys available for the purpose of redeeming and sufficient to redeem, at the premiums payable as provided in Section 4.01(a) or such Supplement, any Bonds called for optional redemption.

(c) Prepaid Special Taxes collected by the District (net of any costs of collection) shall be transferred, no later than 10 days after receipt thereof, to the Fiscal Agent and the District shall direct the Fiscal Agent in writing to deposit the Prepaid Special Taxes in the Prepayment Account of the Special Tax Fund. The Prepaid Special Taxes shall be held in trust in the Prepayment Account for the benefit of the Bondowners and shall be transferred by the Fiscal Agent to the Redemption Account of the Redemption Fund to call Bonds on the next Interest Payment Date for which notice can be given in accordance with the special mandatory redemption provisions as set forth in Section 4.01(b) or as provided in a Supplement with respect to Parity Bonds. No later than the Business Day prior to redemption of Bonds from Prepaid Special Taxes, the greatest portion of the Prepaid Special Taxes in the Prepayment Account as may be used to redeem Bonds shall be transferred to the Redemption Account and applied to call Bonds and the District shall provide a revised sinking payment schedule for the Outstanding Term Bonds. Moneys representing the Prepaid Special Taxes shall be invested in accordance with Section 3.09 herein. Investment earnings on amounts in the Prepayment Account not needed to redeem the Bonds or Parity Bonds pursuant to special mandatory redemption provisions of Section 4.01(b) or a Supplement shall be transferred to the Special Tax Fund by the Fiscal Agent at the time of transfer of the Prepaid Special Taxes to the Redemption Fund.

(d) Except as described in the third preceding paragraph relating to the purchase of Bonds, moneys set aside in the Redemption Fund shall be used solely for the purpose of redeeming Bonds and shall be applied on or after the redemption date to the payment of principal and premium, if any, of and interest on the Bonds to be redeemed upon presentation and surrender of such Bonds.

If, after all of the Bonds have been redeemed and canceled or paid and canceled, there are moneys remaining in the Redemption Fund or any account created therein, said moneys shall be transferred to the Special Tax Fund; provided, that if said moneys are part of the proceeds of refunding bonds said moneys shall be transferred to the fund or account created for the payment of principal of and interest on such refunding bonds.

Section 3.07. Bond Reserve Fund. There shall be maintained in the Bond Reserve Fund an amount equal to the Reserve Requirement.

Moneys in the Bond Reserve Fund shall be used and withdrawn solely for the purpose of paying the principal of, including Sinking Fund Payments, and interest on the Bonds when due in the event that the moneys in the Bond Fund are insufficient therefor or moneys in the Redemption Fund are insufficient to make a mandatory sinking fund redemption in accordance with the provisions of Section 4.01(c), or with respect to any Parity Bonds, in accordance with the Supplement relating thereto. The Fiscal Agent shall withdraw from the Bond Reserve Fund for deposit in the Bond Fund or the Redemption Fund moneys necessary for such purpose. Within five (5) Business Days after the Fiscal Agent makes a transfer from the Bond Reserve Fund to the Bond Fund or the Redemption Fund, the Fiscal Agent shall notify the Authorized Representative, in writing, as to the date and amount of such transfer. The Fiscal Agent shall then notify the District to cause to be deposited to the Special Tax Fund the amount needed to replenish the Bond Reserve Fund to the Reserve Requirement either through including such amount in the next annual Special Tax levy, to the extent permitted by law and the Ordinance, or otherwise.

In the event of a prepayment of Special Taxes and the redemption of Bonds as provided in Section 4.01(b), moneys in the Bond Reserve Fund in excess of the Reserve Requirement as a result of such prepayment and redemption of Bonds shall be used to redeem Bonds pursuant to Sections 3.06(c) and 4.01(b). Moneys in the Bond Reserve Fund shall be used to offset the amount required to be collected through the Special Tax levy in the last year or years of collection and shall be transferred to the Bond Fund or the Redemption Fund on or prior to the last day of August preceding the final maturity date; at the option of an Authorized Representative, such moneys may be used (i) to pay principal and interest on the Bonds when due, (ii) for optional redemption of Bonds pursuant to Section 4.01(a) hereof on the earliest date on which all Outstanding Bonds may be redeemed, or (iii) for the purchase of Bonds pursuant to Section 4.02 hereof, but only if, concurrently with any such redemption or purchase, all of the Outstanding Bonds are to be redeemed, refunded or purchased. In no event shall amounts in the Bond Reserve Fund be used to pay fees or expense of the Fiscal Agent or its counsel.

Notwithstanding anything herein to the contrary, whenever moneys have previously been withdrawn from the Bond Reserve Fund and the Bond Reserve Fund is not at the Reserve Requirement, after making the required transfers to the Bond Fund and the Redemption Fund, the Fiscal Agent shall transfer to the Bond Reserve Fund from the Special Tax Fund the amount needed to restore the amount of such fund to the Reserve Requirement.

Notwithstanding any provision herein to the contrary, moneys in the Bond Reserve Fund in excess of the Reserve Requirement (other than investment earnings which shall be applied in accordance with Section 3.09 hereof) shall be withdrawn from the Bond Reserve Fund by the Fiscal Agent on or before each September 1 and transferred to the Special Tax Fund. Such investment earnings shall be applied in accordance with Section 3.03.

Section 3.08. Rebate Fund.

(a) The Fiscal Agent shall at such time as funds are to be deposited therein establish and maintain a fund separate from any other fund established and maintained hereunder designated as the Rebate Fund. Subject to the transfer provisions provided in paragraph (e) below, all money at any time deposited in the Rebate Fund shall be held by the Fiscal Agent in trust, to the extent required to satisfy the Rebate Requirement (as defined in the Tax Certificate), for payment to the federal government of the United States of America. Neither the District nor the Owner of any Bonds shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by this Section and by the Tax Certificate. The Fiscal Agent shall be deemed conclusively to have complied with such provisions if it follows the directions of the District, including supplying all necessary information in the manner provided in the Tax Certificate, and shall have no liability or responsibility to enforce compliance by the District with the terms of the Tax Certificate.

(b) Upon the District's written direction, an amount equal to the Rebate Requirement shall be deposited to the Rebate Fund by the Fiscal Agent from balances in the following funds and accounts and in the following order of priority: (i) from the Special Tax Fund; and (ii) from the Bond Reserve Fund (whether or not such withdrawal will cause the Bond Reserve Fund to be below the Reserve Requirement), so that the balance of the Rebate Fund after such deposit shall equal the Rebate Requirement for the Bond Year (as such term is defined in the Tax Certificate and not as such term is defined in this Bond Indenture) calculated with respect to the most recent Bond Year (as defined in the Tax Certificate). Computations of the Rebate Requirement shall be furnished by or on behalf of the District in accordance with the Tax Certificate.

(c) The Fiscal Agent shall have no obligation to rebate any amounts required to be rebated pursuant to this Section, other than from moneys held in the funds and accounts created under this Bond Indenture or from other moneys provided to it by the District.

(d) The Fiscal Agent shall invest all amounts held in the Rebate Fund at the written direction of the District in Federal Securities, subject to the restrictions set forth in the Tax Certificate. The Fiscal Agent shall retain in the Rebate Fund all earnings (calculated by taking into account net gains or losses on sales or exchanges and taking into account amortized discount or premium as a gain or loss, respectively) on investments held in the Rebate Fund. Money shall not be transferred from the Rebate Fund except as provided in paragraph (e) below.

(e) Upon receipt of the District's written directions, the Fiscal Agent shall remit part or all of the balances in the Rebate Fund to the United States of America, as so directed. In addition, if on the first day of any Bond Year the amount credited to the Rebate Fund exceeds the Rebate Requirement, if the District so directs, the Fiscal Agent will deposit moneys into or transfer moneys out of the Rebate Fund from or into such accounts or funds as directed by the District's written directions. Any funds remaining in the Rebate Fund after redemption and payment of all of the Bonds and payment and satisfaction of any Rebate Requirement shall be withdrawn and remitted to the District.

(f) Notwithstanding any other provision of this Bond Indenture, including in particular Article IX hereof, the obligation to remit the Rebate Amounts to the United States of America and to comply with all other requirements of this Section and the Tax Certificate shall survive the defeasance or payment in full of the Bonds.

Section 3.09. Investments. Moneys held in any of the funds and accounts under this Bond Indenture shall be invested at the written direction of an Authorized Representative only in Authorized Investments which shall be deemed at all times to be a part of such funds and accounts.

Authorized Investments may be purchased at such prices as may be directed by the Authorized Representative. All Authorized Investments shall be acquired subject to the limitations set forth in Section 5.02(e), the limitations as to maturities hereinafter in this Section set forth and such additional limitations or requirements consistent with the foregoing as may be established by the Authorized Representative.

Moneys in all funds and accounts except for the Bond Reserve Fund shall be invested in Authorized Investments maturing, or with respect to which payments of principal and interest are scheduled or otherwise payable, not later than the date on which it is estimated that such moneys will be required by the Fiscal Agent for the purposes specified in this Bond Indenture. Moneys in the Bond Reserve Fund shall be invested in Authorized Investments maturing in such amounts on the Business Day preceding the next succeeding Interest Payment Dates so that moneys will be available in the Bond Reserve Fund in accordance with the provisions of Section 3.07 hereof to make the principal (including Sinking Fund Payments) and interest payments on the Bonds when due in the event that the moneys in the Bond Fund are insufficient therefor or in the event that the moneys in the Redemption Fund are insufficient to make a mandatory sinking fund redemption payment; provided, however, that if such investments may be tendered or redeemed without premium on the Business Day prior to each Interest Payment Date, 100% of the amount of the Bond Reserve Fund may be invested in such redeemable investments of any maturity on or prior to maturity of the Bonds. Authorized Investments purchased under a repurchase agreement may be deemed to mature on the date or dates on which the Fiscal Agent may deliver such Authorized Investments for repurchase under such agreement.

All interest, profits and other income received from the investment of moneys in any fund or account established pursuant to this Bond Indenture, with the exception of the Rebate Fund, shall, upon receipt by the Fiscal Agent, be deposited to the Special Tax Fund.

Notwithstanding anything to the contrary contained in this Section, an amount of interest received with respect to any Authorized Investment equal to the amount of accrued interest, if any, paid as part of the purchase price of such Authorized Investment shall be credited to the fund or account for the credit of which such Authorized Investment was acquired.

For the purpose of determining the amount in any fund or account other than the Bond Reserve Fund, all Authorized Investments credited to such fund or account shall be valued at cost (exclusive of accrued interest after the first payment of interest following acquisition). Amounts in the Bond Reserve Fund shall be valued at their fair market value at least semi-annually (or more frequently as may be requested by the Authorized Representative). In making any valuations, the Fiscal Agent may utilize computerized securities pricing services that may be available to it, including those available through its regular accounting system.

The Fiscal Agent may act as principal or agent in the making or disposing of any investment and may invest through or from its own bond department or trust investments department or its parent's or affiliates' bond department or trust investments department. The Fiscal Agent 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 Section 7.04, the Fiscal Agent shall not be liable or responsible for any loss resulting from such investment. For investment purposes, the Fiscal Agent may commingle the funds and accounts established hereunder, but shall account for each separately. Any Authorized Investments that are registerable securities shall be registered in the name of the Fiscal Agent.

In the absence of written instructions from the Authorized Representative, the Fiscal Agent shall invest solely in Authorized Investments set forth in Subsection (3) of the definition thereof. To the extent that any of the requirements concerning Authorized Investments embodies a legal conclusion, the Fiscal Agent shall be entitled to conclusively rely upon a certificate from the appropriate party or an opinion from counsel to such party, in form and content satisfactory to the Fiscal Agent, that such requirement has been met.

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 waives receipt of such confirmations to the extent permitted by law. The Fiscal Agent shall furnish the District periodic account statements which shall include detail for all investment transactions made by the Fiscal Agent hereunder.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01. Redemption of 2014 Bonds.

(a) Optional Redemption. The 2014 Bonds are subject to optional call and redemption on any date on or after September 1, 2018, prior to maturity in whole or in part, pursuant to the Act, by lot within a maturity, at the following redemption prices, expressed as a percentage of principal amount, together with accrued interest to the date of redemption:

Redemption Dates	Redemption Prices
September 1, 2018 and any date thereafter	101 %

In the event the District shall elect to redeem 2014 Bonds as provided in this Section 4.01(a), the District shall give written notice to the Fiscal Agent of its election to so redeem, the redemption date and the principal amount of the 2014 Bonds to be redeemed. The notice to the Fiscal Agent shall be given at least 45 but no more than 90 days prior to the redemption date unless the Fiscal Agent consents in writing to a shorter notice, such notice for the convenience of the Fiscal Agent.

(b) Mandatory Redemption from Prepaid Special Taxes**Error! Bookmark not defined.**. The 2014 Bonds are subject to mandatory redemption prior to their stated maturities, in whole, or in part, on any Interest Payment Date for which timely notice can be given, in integral multiples of $5,000 from moneys on deposit in the Prepayment Account of the Special Tax Fund, by lot within a maturity, at a redemption price equal to the principal amount thereof, without premium, together with accrued interest to the date of redemption; provided, however, that the 2014 Bonds that remain Outstanding after any such redemption pursuant to this Section shall be in Authorized Denominations.

(c) Mandatory Sinking Fund Redemption. The Outstanding Term 2014 Bonds will be called for redemption before maturity and redeemed from the Sinking Fund Payments that have been deposited into the Redemption Fund on September 1, 20__ and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth below. The Term 2014 Bonds so called for redemption shall be redeemed at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date, without premium.

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2014 Bonds Maturing on September 1, 2033

Redemption Date (September 1)	Sinking Fund Payment
2014	
2015	
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033 (maturity)	

To the extent there is a redemption of Term 2014 Bonds pursuant to Section 4.01(a) or (b) of this Bond Indenture, the Sinking Fund Payment schedules indicated above shall be proportionately reduced pro rata.

Section 4.02. Selection of Bonds for Redemption; Purchase of Bonds. If less than all of the Outstanding Bonds of any Series are to be redeemed, the Fiscal Agent shall select the Bonds of such Series to be redeemed by lot in any manner which the Fiscal Agent deems fair; provided, however, that in the event of redemption of less than all of the Bonds, the amount which remains Outstanding shall be in Authorized Denominations; provided further, that the portion of any Bond to be redeemed which remains outstanding after redemption shall be in the principal amount of $1,000,000 or an integral multiple of $5,000 in excess thereof, and that, in selecting portions of such Bonds for redemption, to the extent practicable to maintain Authorized Denominations after selection of Bonds for redemption, the Fiscal Agent shall treat each such Bond as representing that number of $5,000 increments of Authorized Denominations which is obtained by dividing the principal amount of such Bond to be redeemed in part by $5,000. The Fiscal Agent shall promptly notify the District in writing of the Bonds, or portions thereof, selected for redemption.

In lieu or partially in lieu of such call and redemption, moneys deposited in the Redemption Fund as set forth above may be used to purchase Outstanding Bonds of the applicable maturity in the manner hereinafter provided. Purchases of Outstanding Bonds may be made by the District prior to the selection of Bonds for redemption by the Fiscal Agent, at 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, and any accrued interest payable upon the purchase of Bonds may be paid from the amount in the Special Tax Fund for payment of interest on the next following Interest Payment Date.

Section 4.03. Notice of Redemption. When Bonds are to be called for redemption under Section 4.01 or Parity Bonds are to be called for redemption in accordance with the Supplement relating thereto and the Fiscal Agent has received the required notice from the District, the Fiscal Agent shall give notice, in the name of the District, or by such other method acceptable to such institutions, of the redemption of such Bonds. Such notice of redemption shall (a) specify the CUSIP® numbers, if any, (no CUSIP® numbers will be obtained at the time of initial issuance of the Bonds) and bond numbers and the maturity date of the Bonds selected for redemption, or if all the bonds of one maturity are to be redeemed, the bond numbers thereof need not be specified; (b) state the date fixed for redemption and surrender of the Bonds to be redeemed; (c) state the redemption price; (d) state the place or places where the Bonds are to be surrendered for redemption; and (e) in the case of a Bond to be redeemed only in part, state the portion of such Bond which is to be redeemed. Such notice shall further state that on the date fixed for redemption, there shall become due and payable on each Bond or portion thereof called for redemption, the principal thereof, together with any premium, and interest accrued to the redemption date, and that from and after such date, interest thereon shall cease to accrue and be payable. In the case of redemption pursuant to Section 4.01(a), such notice shall be given at least 7 days but no more than 60 days prior to the redemption date and in the case of redemption pursuant to Section 4.01(b) and 4.01(b), such notice shall be given at least 30 days but no more than 60 days prior to the redemption date, the Fiscal Agent shall mail a copy of such notice, by first-class mail, postage prepaid, to the respective Owners thereof at their addresses appearing on the Bond Register and to all securities depositories and securities information services selected by the Fiscal Agent in its sole discretion. The actual receipt by the Owner of any Bond of notice of such redemption shall not be a condition precedent thereto, and neither the failure to receive such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such Bonds, or the cessation of interest on the redemption date. A certificate by the Fiscal Agent that notice of such redemption has been given as herein provided shall be conclusive as against all parties.

Any notice of optional redemption will be cancelled and annulled if for any reason funds are not, or will not, be available on the date fixed for redemption for the payment in full of the Bonds then called for redemption. Such cancellation and annulment is not a default under this Bond Indenture. The District will not have any liability to the Bondowners, or any other party, as a result of the District's failure to redeem the Bonds designated for redemption as a result of insufficient moneys therefore.

The District has the right to provide a conditional notice of optional redemption to any Bondowner and to rescind any optional redemption for any reason on any date prior to the redemption date by written notice to the Bondowner of any bond previously called for optional redemption. Any notice of optional redemption may specify that redemption of the Bonds designated for redemption on the specified date will be subject to the receipt by the District and/or the Fiscal Agent, as applicable, of moneys sufficient to cause such redemption, and neither the District nor the Fiscal Agent will have any liability to the Owners of any Bonds, or any other party, as a result of the District's failure to redeem the Bonds designated for redemption as a result of insufficient moneys therefor.

Notice of rescission of optional redemption will be provided in the same manner as notice of optional redemption is originally provided. The actual receipt by any Bondowner of notice of such rescission will not be a condition precedent to rescission, and failure to receive such notice or any defect in such notice will not affect the validity of the rescission. The District will not have any liability to the Bondowners, or any other party, as a result of the District's decision to rescind redemption of the bonds pursuant to the provision of this Section.

Section 4.04. Partial Redemption of Bonds. Upon surrender of any Bond to be redeemed in part only, the District shall execute and the Fiscal Agent shall authenticate and deliver to the Bondowner, at the expense of the District, a new Bond or Bonds of Authorized Denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered, with the same interest rate and the same maturity.

Section 4.05. Effect of Notice and Availability of Redemption Money. Notice of redemption having been duly given, as provided in Section 4.03, and the amount necessary for the redemption having been made available for that purpose and being available therefor on the date fixed for such redemption:

(a) the Bonds, or portions thereof, designated for redemption shall, on the date fixed for redemption, become due and payable at the redemption price thereof as provided in this Bond Indenture, anything in this Bond Indenture or in the Bonds to the contrary notwithstanding;

(b) upon presentation and surrender thereof at the principal corporate trust office of the Fiscal Agent, the redemption price of such Bonds shall be paid to the Owner thereof;

(c) after the redemption date the Bonds or portions thereof so designated for redemption shall be deemed to be no longer outstanding and such Bonds or portions thereof shall cease to bear further interest; and

(d) after the date fixed for redemption no Owner of any of the Bonds or portions thereof so designated for redemption shall be entitled to any of the benefits of this Bond Indenture, or to any other rights, except with respect to payment of the redemption price and interest accrued to the redemption date from the amounts so made available.

ARTICLE V

COVENANTS AND WARRANTY

Section 5.01. Warranty. The District shall preserve and protect the security of the Bonds and the rights of the Owners against all claims and demands of all persons.

Section 5.02. Covenants. So long as any of the Bonds are Outstanding and unpaid, the District makes the following covenants with the Bondowners under the provisions of the Act and this Bond Indenture (to be performed by the District or its proper officers, agents or employees), which covenants are necessary, convenient and desirable to secure the 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:

(a) <u>Punctual Payment; Against Encumbrances</u>. The District covenants that it will receive all Gross Taxes in trust and will, consistent with Section 3.03 hereof, deposit the Gross Taxes with the Fiscal Agent in trust and the District shall have no beneficial right or interest in the amounts so deposited except as provided by this Bond Indenture. All such Gross Taxes, whether received by the District in trust or deposited with the Fiscal Agent in trust, all as herein provided, shall nevertheless be disbursed, allocated and applied solely to the uses and purposes herein set forth, and shall be accounted for separately and apart from all other money, funds, accounts or other resources of the District.

The District covenants that it will duly and punctually pay or cause to be paid the principal of and interest on every Bond issued hereunder, together with the premium, if any, thereon on the date, at the place and in the manner set forth in the Bonds and in accordance with this Bond Indenture to the extent Net Taxes and interest earnings transferred to the Special Tax Fund are available therefor, and that the payments into the Special Tax Fund, the Bond Fund, the Redemption Fund, the Bond Reserve Fund and the Administrative Expense Fund will be made all in strict conformity with the terms of the Bonds and this Bond Indenture, and that it will faithfully observe and perform all of the conditions, covenants and requirements of this Bond Indenture and all Supplements and of the Bonds and Parity Bonds issued hereunder. If at any time the balance in the Special Tax Fund and the Bond Reserve Fund is sufficient to redeem all Outstanding Bonds pursuant to Section 4.01(a) hereof, the Authorized Representative may direct the Fiscal Agent to effect such redemption on the earliest date on which all Outstanding Bonds may be redeemed.

The District will not mortgage or otherwise encumber, pledge or place any charge upon any of the Gross Taxes, and will not issue any obligation or security superior to or on a parity with the Bonds, payable in whole or in part from the Special Taxes except as provided in and in accordance with this Bond Indenture.

(b) Levy of Special Tax. Commencing with Fiscal Year 2014-15, the Legislative Body of the District, on behalf of the District, shall levy the Special Tax in an amount sufficient to pay the principal of and interest on the Bonds in accordance with the Rate and Method and the Administrative Expenses due or coming due, plus the amount, if any, necessary to replenish the Bond Reserve Fund to an amount equal to the Reserve Requirement so long as there exists any Outstanding Bonds; provided, that the amount of the Special Tax shall not exceed the maximum amounts specified in the Rate and Method.

(c) Commence Foreclosure Proceedings. The District hereby covenants with and for the benefit of the Owners of the Bonds that it will determine or cause to be determined, no later than August 15 of each year, whether or not any owners of property within the District are delinquent in the payment of Special Taxes and, if such delinquencies exist, the District will send or cause to be sent a notice of delinquency and a demand for immediate payment thereof to the property owner, and thereafter will order and cause to be commenced not later than October 15, and thereafter diligently prosecute, an action in the superior court to foreclose the lien of any Special Taxes or installment thereof not paid when due, provided, however, that the District shall not be required to order the commencement of foreclosure proceedings if (i) the total Special Tax delinquency in the District for such Fiscal Year is less than five percent (5%) of the total Special Tax levied in such Fiscal Year, and (ii) the Bond Reserve Fund remains at the Reserve Requirement. Notwithstanding the foregoing, if the District determines that any single property owner in the District is delinquent in excess of five thousand dollars ($5,000) in the payment of the Special Tax, then it will diligently institute, prosecute and pursue foreclosure proceedings against such property owner. Furthermore, notwithstanding the foregoing, in certain instances the amount of a Special Tax delinquency on a particular parcel in relation to the cost of appropriate foreclosure proceedings may be such that the costs do not warrant the foreclosure proceedings costs. In such cases, foreclosure proceedings may be delayed by the District until there are sufficient Special Tax delinquencies accruing to such parcel (including interest and penalties thereon) to warrant the foreclosure proceedings cost. The Secretary of AMIGA shall notify the Fiscal Agent and the counsel to AMIGA within 5 Business Days of August 15 of any delinquency requiring the commencement of a foreclosure action pursuant hereto and counsel to AMIGA shall commence, or cause to be commenced, such proceedings.

(d) 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 (including the record of delinquencies determined pursuant to clause (c) above), the deposits to and withdrawals from the Special Tax Fund and Bond Reserve Fund, and the assessed value of parcels of land within the boundaries of the District. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Fiscal Agent (who shall have no duty to inspect) or of the Owners of not less than ten percent (10%) of the principal amount of the Bonds or of any series of Parity Bonds then Outstanding or their representatives authorized in writing.

(e) Tax Covenants.

(i) The District covenants, that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Bonds under Section 103 of the Code. The District will not directly or indirectly use or permit the use of any proceeds of the Bonds or any other funds of the District, or take or omit to take any action that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code, or "federally guaranteed" within the meaning of Section 149(b) of the Code or classified as a "private activity bond" under Section 141 of the Code to the extent applicable to the Bonds. To that end, the District will comply with all requirements of Section 148 of the Code to the extent applicable to the Bonds. In the event that at any time the District is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held by the Fiscal Agent under this Bond Indenture, the District shall so instruct the Fiscal Agent in writing, and the Fiscal Agent shall take such action(s) as directed in such instructions.

(ii) Without limiting the generality of the foregoing, the District agrees that there shall be paid from time to time all amounts required to be rebated to the United States of America pursuant to Section 148(f) of the Code and any temporary, proposed or final Treasury Regulations as may be applicable to the Bonds from time to time. This covenant shall survive payment in full or defeasance of the Bonds. The District specifically covenants to pay or cause to be paid to the United States of America at the times and in the amounts determined above the Rebate Amounts, as described in the Tax Certificate. The Fiscal Agent shall comply with all instructions of the District given in accordance with the Tax Certificate.

(iii) Notwithstanding any provisions of this Section, if the District shall provide to the Fiscal Agent an Opinion of Bond Counsel that any specified action required under this Section 5.02(e) is no longer required or that some further or different action is required to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds, the Fiscal Agent may conclusively rely on such opinion in complying with the requirements of this Section, and the covenants hereunder shall be deemed to be modified to that extent notwithstanding the provisions of Article VI.

(f) Modification of Maximum Authorized Special Tax. The District covenants that no modification of the maximum authorized Special Tax shall be approved by the District which would prohibit the District from levying the Special Tax in any Fiscal Year at such a rate as could generate maximum Special Tax revenues in each Fiscal Year at least equal to 110% of annual debt service in such Fiscal Year, plus a reasonable estimate of Administrative Expenses for such fiscal year.

(g) Exemption of Land from the Special Tax. Notwithstanding the provisions for exemption of land contained in the Rate and Method, the District covenants (i) not to exempt land in the District from the Special Tax in excess of the amount of land which may be exempted pursuant to the Rate and Method and (ii) not to exempt land in the District from the Special Tax if the total amount of land being exempted would prohibit the District from levying the Special Tax revenues in each Fiscal Year at such rate as could generate maximum Special Tax revenues at least equal to 110% of annual debt service in such Fiscal Year plus a reasonable estimate of Administrative Expenses for such fiscal year.

(h) Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of its obligations under the Continuing Disclosure Certificate. Notwithstanding any other provision of this Bond Indenture, failure of the District to comply with its obligations under the Continuing Disclosure Certificate shall not be considered an event of default under this Bond Indenture, and the sole remedy, in the event of any failure of the District to comply with the Continuing Disclosure Certificate shall be an action to compel performance. Upon receipt of indemnification to its satisfaction, the Fiscal Agent shall at the request of the Original Purchaser (as defined in the Continuing Disclosure Certificate), or the Owners of a majority in aggregate principal amount of Outstanding Bonds or any Bondowner or Beneficial Owner take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. For purposes of this Section, "Beneficial Owners" means any person with (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

(i) Compliance with Covenants. The District further covenants that in the event an ordinance is adopted by initiative pursuant to Section 3 of Article XIIIC of the California Constitution, which purports to reduce or otherwise alter the maximum rates of Special Tax, the District shall commence and pursue legal action seeking to reserve its ability to comply with its covenants described herein.

(j) Waiver of Delinquency and Redemption Penalties; Amnesty Program. The District will not exercise its rights under the Act to waive delinquency and redemption penalties related to the Special Taxes or to declare a Special Tax penalties amnesty program if to do so would materially and adversely affect the interests of the owners of the Bonds.

(k) Tender of Bonds. The District will not, in collecting the Special Taxes or in processing any such judicial foreclosure proceedings, exercise any authority which it has pursuant to Sections 53340, 53344.1, 53344.2, 53356.1 and 53356.5 of the California Government Code in any manner which would be inconsistent with the interests of the Owners and, in particular, will not permit the tender of Bonds in full or partial payment of Special Taxes except upon receipt of a certificate of an Independent Financial Consultant that to accept such tender will not result in the District having insufficient Net Taxes to pay the principal of and interest on the Bonds remaining Outstanding following such tender.

(l) Annual Reports.

(i) Annual Reports to the California Debt and Investment Advisory Commission. Not later than October 30 of each year, commencing October 30, 2014, and until the October 30 following the final maturity of the 2014 Bonds, the District shall supply to the California Debt and Investment Advisory Commission the information required to be provided thereto pursuant to Section 53359.5(b) of the Act. Such information shall be made available to any Owner upon written request to the District accompanied by a fee determined by the District to pay the costs of the District in connection therewith. The District shall in no event be liable to any Owner or any other person or entity in connection with any error in any such information.

(ii) Failure to Pay Debt Service. If at any time the Fiscal Agent fails to pay principal or interest due on any scheduled payment date for the Bonds, the Fiscal Agent shall notify the District in writing of such failure, and the District shall notify the California Debt and Investment Advisory Commission of such failure within 10 days of the failure to make such payment.

(iii) Amendment of Reporting Requirements. The reporting requirements of this Covenant 5.02(l) shall be amended from time to time, without action by the District or the Fiscal

Agent to reflect any amendments to Section 53359.5(b) or Section 53359.5(c) of the Act. The District shall provide the Fiscal Agent with a copy of any such amendment. Notwithstanding the foregoing, any such amendment shall not, in itself, affect the District's obligations under any continuing disclosure documentation relating to the Bonds.

(iv) Limitation on Liability. None of the District, its officers, agents, employees or Authorized Representatives, or the Fiscal Agent, shall be liable to any person or party for any inadvertent error in reporting the information contained in this Covenant 5.02(l).

(m) Enforcement of Agreements. The District covenants to enforce its rights under any agreements of the District in a manner which does not impair the security of the Bonds.

ARTICLE VI

AMENDMENTS TO BOND INDENTURE

Section 6.01. Supplements Not Requiring Bondowner Consent. The District may from time to time, and at any time, without notice to or consent of any of the Owners, adopt Supplements hereto for any of the following purposes:

(a) to cure any ambiguity, to correct or supplement any provisions herein which may be inconsistent with any other provision herein, or to make any other provision with respect to matters or questions arising under this Bond Indenture or in any resolution or order of the District relating to this Bond Indenture, provided that such action shall not adversely affect 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 this Bond Indenture, other covenants, agreements, limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Bond Indenture as theretofore in effect;

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

(d) to authorize the execution and authentication of any Parity Bonds in accordance with Section 2.13 hereof; or

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

Section 6.02. Supplements Requiring Bondowner Consent. Exclusive of the Supplements described in Section 6.01, the Owners of not less than a majority in aggregate principal amount of the Outstanding Bonds shall have the right to consent to and approve such Supplements 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 this Bond Indenture; provided, however, that nothing herein shall permit, or be construed as permitting, (a) an extension of the maturity date of the principal, or the payment date of interest on, any Bond, (b) a reduction in the principal amount of, or redemption premium on, any Bond or the rate of interest thereon, (c) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds the Owners of which are required to consent to such Supplement, without the consent of the Owners of all then Outstanding Bonds.

If at any time the District shall desire to enter into a Supplement, which pursuant to the terms of this Section shall require the consent of the Bondowners, the District shall so notify the Fiscal Agent and shall deliver to the Fiscal Agent a copy of the proposed Supplement. The Fiscal Agent shall, at the expense of the District, cause notice of the proposed Supplement (or a summary thereof) 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 Supplement and shall state that a copy thereof is on file at the office of the Secretary for inspection by all Bondowners. The failure of any Bondowners to receive such notice shall not affect the validity of such Supplement when consented to and approved by the Owners of not less than a majority in aggregate principal amount of the then Outstanding Bonds as required by this Section. Whenever at any time within one year after the date of the first mailing of such notice, the Fiscal Agent 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 then Outstanding, which instrument or instruments shall refer to the proposed Supplement described in such notice, and shall specifically consent to and approve the Supplement substantially in the form of the copy referred to in such notice as on file with the Authorized Representative, such proposed Supplement, when duly entered into by the District and the Fiscal Agent, shall thereafter become a part of the proceedings for the issuance of the Bonds. In determining whether the Owners of a majority of the aggregate principal amount of the Bonds have consented to the adoption of any Supplement, Bonds which are known to the Fiscal Agent to be owned by the District or by any person directly or indirectly controlling or controlled by or under the direct or indirect common control with the District, shall be disregarded and shall be treated as though they were not Outstanding Bonds for the purpose of any such determination.

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

Notwithstanding the foregoing, at any time that there is only one registered Owner of all of the Outstanding 2014 Bonds, any amendment to this Bond Indenture under this Section 6.02 shall require the prior written consent of the Bondowner, such consent to not be unreasonably withheld or delayed.

Section 6.03. Notation of Bonds; Delivery of Amended Bonds. After the effective date of any action taken as hereinabove provided, the District may determine that the 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 Bond Outstanding at such effective date and presentation of his Bond for the purpose at the office of the Fiscal Agent or at such additional offices as the Fiscal Agent may select and designate for that purpose, a suitable notation as to such action shall be made on such Bonds. If the District shall so determine, new 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 at such effective date such new Bonds shall be exchanged at the office of the Fiscal Agent or at such additional offices as the Fiscal Agent may select and designate for that purpose, without cost to each Owner, for Outstanding Bonds, upon surrender of such Outstanding Bonds.

ARTICLE VII

FISCAL AGENT

Section 7.01. Fiscal Agent. U.S. Bank National Association, having a corporate trust office in Los Angeles, California, is hereby appointed Fiscal Agent for the District for the purpose of receiving all money which the District is required to deposit with the Fiscal Agent hereunder and to allocate, use and apply the same as provided in this Bond Indenture.

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

The Fiscal Agent is hereby authorized to pay the Bonds when duly presented for payment at maturity, or on redemption prior to maturity. The Fiscal Agent shall cancel all Bonds upon payment thereof or upon the surrender thereof by the District pursuant to Section 10.01 hereof. The Fiscal Agent shall keep accurate records of all Bonds paid and discharged and canceled by it.

Detailed records with respect to each and every Nonpurpose Investment attributable to Gross Proceeds (as defined in the Tax Certificate) of the Bonds must be maintained by the Fiscal Agent including: (i) purchase date, (ii) purchase price, (iii) any accrued interest paid, (iv) face amount, (v) coupon rate, (vi) periodicity of interest payments, (vii) disposition price, (viii) disposition date. In the event a Nonpurpose Investment is subject to a receipt of bids, the District shall maintain a record of all information establishing fair market value on the date such investment became a Nonpurpose Investment. Such detailed recordkeeping is required for the calculation of the Rebate Requirement which, in part, will require a determination of the difference between the actual aggregate earnings of all Nonpurpose Investments and the amount of such earnings assuming a rate of return equal to the Yield on the Bonds.

The District shall from time to time, subject to any agreement between the District and the Fiscal Agent then in force, pay to the Fiscal Agent compensation for its services, reimburse the Fiscal Agent for all its advances and expenditures, including, but not limited to, advances to and fees and expenses of independent accountants, counsel and engineers or other experts employed by it in the exercise and performance of its powers and duties hereunder, and indemnify and save the Fiscal Agent harmless from and against any costs, claims, expenses or liabilities not arising from its own negligence or willful misconduct which it may incur in the exercise and performance of its powers and duties hereunder. The obligations of the District hereunder shall survive the termination or discharge of this Bond Indenture and the resignation or removal of the Fiscal Agent. All amounts owed by the District to the Fiscal Agent shall constitute Administrative Expenses.

Section 7.02. Removal of Fiscal Agent. The District may at any time, in the exercise of its sole discretion, remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto; provided that any such successor shall be a bank or trust company doing business and having (or if such bank or trust company is a member of a bank holding company system, its bank holding company has) a combined capital (exclusive of borrowed capital) and surplus of at least fifty million dollars ($50,000,000), and subject to supervision or examination by federal or state authority and provided that no event of default under this Bond Indenture shall then be in existence. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 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. The District shall notify the Owners in writing of any such removal of the Fiscal Agent and appointment of a successor thereto.

Section 7.03. Resignation of Fiscal Agent. The Fiscal Agent 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 Bond Register. Upon receiving such notice of resignation, the District shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent and appointment of a successor Fiscal Agent shall become effective only upon acceptance of appointment by the successor Fiscal Agent, and notice to the Owners of the Fiscal Agent's identity and address. If no successor Fiscal Agent shall have been appointed and have accepted appointment within 45 days of giving notice of removal or notice of resignation as aforesaid, the resigning Fiscal Agent or any Bondowner (on behalf of itself and all other Bondowners), may petition any court of competent jurisdiction for the appointment of a successor Fiscal Agent, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Fiscal Agent.

Section 7.04. Liability of Fiscal Agent. The recitals of fact and all promises, covenants and agreements contained herein and in the Bonds shall be taken as statements, promises, covenants and agreements of the District, and the Fiscal Agent assumes no responsibility for the correctness of the same and makes no representations as to the validity or sufficiency of this Bond Indenture or of the Bonds or any document in connection with the sale of the Bonds, and shall incur no responsibility in respect thereof, other than in connection with its duties or obligations assigned to or imposed upon the Fiscal Agent herein or in the Bonds or in the certificate of authentication. The Fiscal Agent shall be under no responsibility or duty with respect to the issuance of the Bonds for value. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

The Fiscal Agent shall have no duty or obligation whatsoever to enforce the collection of funds to be deposited with it hereunder, 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.

The Fiscal Agent shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, Bond, facsimile transmission, electronic mail or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Each statement of facts contained in a written requisition from the Authorized Representative shall be sufficient evidence to the Fiscal Agent of the facts so stated, and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. The Fiscal Agent 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 hereunder in good faith and in accordance therewith.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed. No provision of this Bond Indenture shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

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

The Fiscal Agent shall be responsible for the performance of the duties of the Fiscal Agent expressly set forth in this Bond Indenture, and no implied duties or obligations shall be read into this Bond Indenture against the Fiscal Agent.

The Fiscal Agent makes no representations with respect to any information, statement, or recital in, and shall have no liability with respect to, any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds.

The Fiscal Agent shall not be deemed to have knowledge of an event of default hereunder or any other document related to the Bonds unless it shall have actual knowledge at its principal corporate trust office in Los Angeles, California.

The immunities extended to the Fiscal Agent also extend to its directors, officers, employees and agents.

The Fiscal Agent may become the owner or pledgee of Bonds with the same rights it would have if it were not Fiscal Agent.

Section 7.05. Successor Fiscal Agent. Any corporation, association or agency into which the Fiscal Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor fiscal agent under this Bond Indenture and vested with all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

ARTICLE VIII

EVENTS OF DEFAULT; REMEDIES

Section 8.01. 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 when and as the same shall become due and payable, whether at maturity as therein expressed or upon redemption thereof;

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

(c) Default by the District in the observance of any of the agreements, conditions or covenants on its part in this Bond Indenture or in the Bonds contained of which the Fiscal Agent has knowledge, and the continuation of such default for a period of thirty (30) days after the District shall have been given notice in writing of such default by the Fiscal Agent; provided that if within thirty (30) days the District has commenced curing of the default and diligently pursues elimination thereof, such period shall be extended to permit such default to be eliminated.

Section 8.02. Remedies of Owners. Following the occurrence of an event of default, any Owner shall have the right for the equal benefit and protection of all Owners similarly situated:

(a) By mandamus or other suit or proceeding at law or in equity to enforce his or her 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 this 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) Upon the happening of an event of default (as defined in Section 8.01), by a suit in equity to require the District and its members, officers and employees to account as the trustee of an express trust.

Nothing in this article or in any other provision of this Bond Indenture, or in the 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 to the respective Owners of the Bonds at the respective dates of maturity, as herein provided, out of the Special Taxes pledged for such payment, or affect or impair the right of action, which is also absolute and unconditional, of such Owners to institute suit to enforce such payment by virtue of the contract embodied in the Bonds and in this Bond Indenture. The Bonds shall not be subject to acceleration.

A waiver of any default or breach of duty or contract by any Owner 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 by any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owners by the Act or by this article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners.

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

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

ARTICLE IX

DEFEASANCE

Section 9.01. Defeasance. Subject to the foregoing sentence, if the District shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of any Outstanding Bonds the interest due thereon and the principal thereof, at the times and in the manner stipulated therein and in this Bond Indenture, then the Owners of such Bonds shall cease to be entitled to the pledge of Net Taxes, and all covenants, agreements and other obligations of the District to the Owners of such Bonds under this Bond Indenture shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Fiscal Agent shall execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiscal Agent shall pay over or deliver to the District after the payment of any amounts due the Fiscal Agent hereunder all money or securities held by them pursuant to this Bond Indenture which are not required for the payment of the interest due on, and the principal of, such Bonds.

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

(a) by paying or causing to be paid the principal of and interest with respect to such Bond, as and when the same become due and payable;

(b) by depositing with the Fiscal Agent, in trust, at or before maturity, money which, together with the amounts then on deposit in the Special Tax Fund, the Bond Fund and the Redemption Fund, is fully sufficient to pay the principal of, premium and interest on all Outstanding Bonds as and when the same shall become due and payable; or

(c) by depositing with the Fiscal Agent, in trust, Federal Securities in such amount as the Authorized Representative shall determine will, together with the interest to accrue thereon and moneys then on deposit in the Special Tax Fund, the Bond Fund and the Redemption Fund, together with the interest to accrue thereon without further investment, be fully sufficient to pay and discharge the principal of, premium, if any, and interest on all Outstanding Bonds as and when the same shall become due and payable; then, notwithstanding that any Bonds shall not have been surrendered for payment, all obligations of the District under this Bond Indenture with respect to all Outstanding Bonds shall cease and terminate, except for the obligation of the Fiscal Agent to pay or cause to be paid to the Owners of the Bonds not so surrendered and paid, all sums due thereon. For the purpose of this Section 9.01, "Federal Securities" shall mean and include only such securities as are described in the definition of "Federal Securities" in Section 1.01 which: (x) shall not be subject to redemption prior to their maturity other than at the option of the holder thereof unless the moneys to be available from the redemption of such securities on the earliest date on which such securities are subject to redemption, other than at the option of the holder thereof, shall be at least equal to the amount of money expected to be derived in connection with such securities in determining that the provisions of this clause (c) of Section 9.01 have been satisfied; and (y) which are then permitted to be applied as provided in this clause (c) of Section 9.01 under applicable law. Any money or securities deposited with the Fiscal Agent to defease the Bonds shall be accompanied by a certificate of a certified public accountant confirming the accuracy of the calculations establishing the sufficiency of such deposit, and an opinion of Bond Counsel stating that the deposit of such moneys or securities to defease the Bonds will not adversely affect the exclusion from gross income, for federal income tax purposes, of interest on the Bonds. Any funds held by the Fiscal Agent at the time of payment or defeasance of the Bonds, which are not required for such purpose, or for the payment of amounts due to the Fiscal Agent hereunder shall be paid over to the District.

ARTICLE X

MISCELLANEOUS

Section 10.01. Cancellation of Bonds. All Bonds surrendered to the Fiscal Agent for payment upon maturity or for redemption shall upon payment therefor and any Bond purchased by the District as authorized herein shall be canceled forthwith and shall not be reissued. The Fiscal Agent shall destroy such Bonds and furnish to the District a certificate of such destruction.

Section 10.02. Execution of Documents and Proof of Ownership. Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Bond Indenture to be signed or executed by Bondowners may be in any number of concurrent instruments of similar tenor may be signed or executed by such Owners in person or by their attorneys appointed by an instrument in writing for that purpose, or by the bank, trust company or other depository for such Bonds. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, and of the ownership of Bonds shall be sufficient for the purposes of this Bond Indenture (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Owner or his or her attorney of any such instrument and of any instrument appointing any such attorney, may be proved by a signature guarantee of any bank or trust company located within the United States of America. Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership, such signature guarantee shall also constitute sufficient proof of his authority.

(b) As to any Bond, the person in whose name the same shall be registered in the Bond Register shall be deemed and regarded as the absolute Owner thereof for all purposes, and payment of or on account of the principal of any such Bond, and the interest thereon, shall be made only to or upon the order of the registered Owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond and the interest thereon to the extent of the sum or sums to be paid. The Fiscal Agent shall not be affected by any notice to the contrary.

Nothing contained in this Bond Indenture shall be construed as limiting the Fiscal Agent to such proof, it being intended that the Fiscal Agent may accept other evidence of the matters herein stated which the Fiscal Agent may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future Owner of the sale Bond in respect of anything done or suffered to be done by the Fiscal Agent in connection with such request or consent.

Section 10.03. Unclaimed Moneys. Anything in this Bond Indenture to the contrary notwithstanding to the extent permitted by law, and subject to the escheat laws of the State, any money held by the Fiscal Agent in trust for the payment and discharge of any of the Bonds which remain unclaimed for two (2) years after the date when such Bonds have become due and payable, if such money was held by the Fiscal Agent at such date, or for two (2) years after the date of deposit of such money if deposited with the Fiscal Agent after the said date when such Bonds become due and payable, shall, at the written request of the District, be repaid by the Fiscal Agent to the District, as its absolute property and free from trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners shall look only to the District for the payment of such Bonds; provided, however, that, before being required to make any such payment to the District, the Fiscal Agent shall, at the expense of the District, cause to be mailed to the registered Owners of such Bonds, at their addresses as they appear on the Bond Register, a notice that said money remains unclaimed and that, after a date named in said notice, which date shall not be less than thirty (30) days after the date of the mailing of such notice, the balance of such money then unclaimed will be returned to the District.

Section 10.04. Provisions Constitute Contract. The provisions of this Bond Indenture shall constitute a contract between the District and the Bondowners and the provisions hereof shall be construed in accordance with the laws of the State of California.

In case any suit, action or proceeding to enforce any right or exercise any remedy shall be brought or taken and the Bondowner or the Fiscal Agent shall prevail, the Bondowner or the Fiscal Agent shall be entitled to receive reimbursement for reasonable costs, expense, outlays and attorney's fees from the proceeds of the Special Tax (such amounts to be included in the next year's tax levy) and should said suit, action or proceeding be abandoned, or be determined adversely to the Bondowners or the Fiscal Agent, then the District, the Fiscal Agent 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 this Bond Indenture shall be irrepealable, but shall be subject to modifications to the extent and in the manner provided in this Bond Indenture, but to no greater extent and in no other manner.

Section 10.05. Further Assurances. The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonable necessary or proper to carry out the intention or to facilitate the performance of this Bond Indenture, and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in this Bond Indenture.

Section 10.06. Severability. If any covenant, agreement or provision, or any portion thereof, contained in this Bond Indenture, or the application thereof to any person or circumstance, is held to be unconstitutional, invalid or unenforceable, the remainder of this 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 this Bond Indenture and the Bonds shall remain valid and the Bondowners shall retain all valid rights and benefits accorded to them under the laws of the State of California.

Section 10.07. General Authorization. The Chairman of the Executive Committee, the Secretary of the Executive Committee, the Treasurer of AMIGA, the Auditor-Controller of AMIGA and each Authorized Representative are hereby respectively authorized to do and perform from time to time any and all acts and things consistent with this Bond Indenture necessary or appropriate to carry the same into effect.

Section 10.08. Notices. Any notices required to be given to the District with respect to the Bonds or this Bond Indenture shall be mailed, first-class, or personally delivered as follows:

If to AMIGA:	Agua Mansa Industrial Growth Association c/o Special Districts Department 157 W. 5th Street, 2nd Floor, San Bernardino, California 92415-0450 Attention: Secretary
If to the Fiscal Agent:	U.S. Bank National Association 550 South Hope Street, 5th Floor Los Angeles, California 90071 Attention: Corporate Trust Administration

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK/ EXECUTION PAGE FOLLOWS]

IN WITNESS WHEREOF, the Agua Mansa Industrial Growth Association and U.S. Bank National Association have executed this Bond Indenture effective the date first written above.

AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION COMMUNITY FACILITIES DISTRICT NO. 2002-1 (AGUA MANSA INDUSTRIAL CENTER)

By: ______________________________
Chairman, Executive Committee

ATTEST:

____
Jeffrey O. Rigney, Secretary of the
Agua Mansa Industrial Growth Association
Community Facilities District No. 2002-1
(Agua Mansa Industrial Center)

U.S. BANK NATIONAL ASSOCIATION

By: ______________________________
Authorized Officer

APPROVED AS TO FORM AND CONTENT:

Date: __________________

JEAN-RENE BASLE, COUNTY COUNSEL
SAN BERNARDINO COUNTY CALIFORNIA

By: ______________________________
Deputy County Counsel

[EXECUTION PAGE OF BOND INDENTURE]

EXHIBIT A

No. _______ $___________

AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION
COMMUNITY FACILITIES DISTRICT NO. 2002-1
(AGUA MANSA INDUSTRIAL CENTER)

SPECIAL TAX REFUNDING BONDS, SERIES 2014

THE REGISTERED OWNER OF THIS BOND ACKNOWLEDGES AND AGREES THAT THIS BOND MAY ONLY BE TRANSFERRED IN AUTHORIZED DENOMINATIONS TO A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A(A)(1) PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR AN "ACCREDITED INVESTOR" WITHIN THE MEANING OF REGULATION D OF THE SECURITIES ACT OF 1933, AS AMENDED, UPON SATISFACTION OF THE REQUIREMENTS IN THE BOND INDENTURE, INCLUDING THE DELIVERY TO THE FISCAL AGENT OF AN INVESTOR LETTER IN THE FORM REQUIRED BY THE BOND INDENTURE. ANY TRANSFER OF THIS BOND IN VIOLATION OF THE TRANSFER RESTRICTIONS CONTAINED IN THE BOND INDENTURE SHALL BE VOID AND OF NO EFFECT.

INTEREST RATE	MATURITY DATE	DATED DATE
4.15%	September 1, 2033	_________, 2014

REGISTERED OWNER:

PRINCIPAL AMOUNT:

AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION COMMUNITY FACILITIES DISTRICT NO. 2002-1 (AGUA MANSA INDUSTRIAL CENTER), STATE OF CALIFORNIA (the "District"), FOR VALUE RECEIVED, hereby promises to pay solely from certain amounts held under the Bond Indenture (as hereinafter defined), to the Registered Owner named above, or registered assigns, on the Maturity Date set forth above, unless redeemed prior thereto as hereinafter provided, the Principal Amount set forth above, and to pay interest on such Principal Amount from the Dated Date set forth above or from the most recent interest payment date to which interest has been paid or duly provided for, semiannually on March 1 and September 1 (each an "Interest Payment Date"), commencing September 1, 2014, at the Interest Rate set forth above, until the Principal Amount hereof is paid or made available for payment. Interest on the 2014 Bonds (as defined below) shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal of and premium, if any, on this bond are payable to the Registered Owner hereof in lawful money of the United States of America upon presentation and surrender of this bond at the principal corporate trust office of U.S. Bank National Association (the "Fiscal Agent") in Los Angeles, California. Interest on this bond shall be paid by check of the Fiscal Agent mailed by first-class mail to the Registered Owner hereof or, upon written request delivered to the Fiscal Agent by the applicable Record Date of such owner of at least $1,000,000 in aggregate principal amount of 2014 Bonds, by wire transfer in immediately available funds to an account in the United States of America designated by such owner, as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs or, if such day is not a Business Day, on the next preceding Business Day (the "Record Date") at such Registered Owner's address as it appears on the registration books maintained by the Fiscal Agent. The 2014 Bonds are issuable only in Authorized Denominations (as defined in the Bond Indenture (the "Bond Indenture"), dated as of February 1, 2014, between the District and the Fiscal Agent).

This bond is one of a duly authorized issue of "Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center), Special Tax Refunding Bonds, Series 2014" (the "2014 Bonds") issued in the aggregate principal amount of $[Principal Amount] pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Sections 53311, *et seq.*, of the California Government Code (the "Act"), for the purpose of refinancing bonds issued to finance the construction and acquisition of certain improvements in the District (the "Project"). The 2014 Bonds and the terms and conditions thereof are provided for by a resolution adopted by the Executive Committee of the Agua Mansa Industrial Growth Association acting in its capacity as the Legislative Body of the District on [Board Date], 2014 (the "Resolution"), and the Bond Indenture, and this reference incorporates the Resolution and the Bond Indenture herein, and by acceptance hereof the Registered Owner of this bond assents to said terms and conditions. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Bond Indenture. The Resolution is adopted under, and this bond is issued under, and the Resolution, the Bond Indenture and this bond are to be construed in accordance with, the laws of the State of California.

Pursuant to the Act, the Resolution and the Bond Indenture, the principal of, premium, if any, and interest on this bond are payable solely from certain amounts pledged under the Bond Indenture and the portion of the annual special taxes (the "Special Taxes") authorized under the Act to be collected within the District and pledged to the repayment of the 2014 Bonds (the "Net Taxes"), net proceeds from the sale of property collected pursuant to the foreclosure provisions of the Bond Indenture for the delinquency of such Special Taxes and net proceeds from any security for payment of Special Taxes taken in lieu of foreclosure, less certain administrative expenses, and from amounts in certain funds pursuant to the Bond Indenture, and earnings thereon, all as provided in the Bond Indenture.

Interest on this bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) such date of authentication is an Interest Payment Date, in which event interest shall be payable from such date of authentication, (ii) the date of authentication is after a Record Date but prior to the immediately succeeding Interest Payment Date, in which event interest will be payable from the Interest Payment Date immediately succeeding the date of authentication or (iii) the date of authentication is prior to the close of business on the first Record Date, in which event interest will be payable from the date of the 2014 Bonds; provided, however, that if at the time of authentication of a 2014 Bond, interest is in default, interest on that 2014 Bond shall be payable from the last Interest Payment Date to which the interest has been paid or made available for payment, or if no interest has been paid on such 2014 Bond the interest shall be payable from the date of issuance of the 2014 Bonds.

The 2014 Bonds are subject to optional call and redemption on any Interest Payment Date on or after September 1, 2018, prior to maturity in whole or in part, pursuant to the Act, by lot within a maturity, at the following redemption prices, expressed as a percentage of principal amount, together with accrued interest to the date of redemption:

Redemption Dates	Redemption Prices
September 1, 2018 and thereafter	101 %

The 2014 Bonds are subject to mandatory redemption prior to their stated maturities, in whole, or in part, on any Interest Payment Date for which timely notice can be given, in integral multiples of $5,000 from moneys on deposit in the Prepayment Account of the Special Tax Fund, by lot within a maturity, at a redemption price equal to the principal amount thereof, without premium, together with accrued interest to the date of redemption; provided, however, that the 2014 Bonds that remain Outstanding after any such redemption shall be in Authorized Denominations.

The Outstanding Term 2014 Bonds maturing on September 1, 2033, will be called for redemption before maturity and redeemed from the Sinking Fund Payments that have been deposited into the Redemption Fund on September 1, 20__, and on each September 1 thereafter prior to maturity, in accordance with the schedule of Sinking Fund Payments set forth in the Bond Indenture. The Term Bonds so called for redemption shall be redeemed at a redemption price equal to the principal amount thereof, plus accrued interest to the redemption date without premium.

In lieu or partially in lieu of any such call and redemption, moneys deposited in the Redemption Fund as set forth above may be used to purchase Outstanding 2014 Bonds in the manner hereinafter provided. Purchases of Outstanding 2014 Bonds may be made by the District prior to the selection of 2014 Bonds for redemption by the Fiscal Agent, 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, and any accrued interest payable upon the purchase of 2014 Bonds may be paid from the amount in the Special Tax Fund for payment of interest on the next following Interest Payment Date. The actual receipt by the Owner of any 2014 Bond of notice of such redemption shall not be a condition precedent thereto, and neither the failure to receive such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such 2014 Bonds, or the cessation of interest on the redemption date. A certificate by the Fiscal Agent that notice of such redemption has been given as herein provided shall be conclusive as against all parties.

Notice of redemption with respect to the 2014 Bonds to be redeemed shall be given to the Registered Owners thereof, in the manner, to the extent and subject to the provisions of the Bond Indenture.

Neither a failure of the Registered Owner to receive notice of redemption nor any defect therein will affect the validity of the proceedings for redemption. All 2014 Bonds or portions thereof so called for redemption will cease to accrue interest on the specified redemption date; provided that funds for the redemption are on deposit with the Fiscal Agent on the redemption date. Thereafter the registered owners of such 2014 Bonds shall have no rights except to receive payment of the redemption price upon the surrender of the 2014 Bonds.

Any notice of optional redemption will be cancelled and annulled if for any reason funds are not, or will not, be available on the date fixed for redemption for the payment in full of the 2014 Bonds then called for redemption. Such cancellation and annulment is not a default under the Bond Indenture. The District will not have any liability to the Bondowners, or any other party, as a result of the District's failure to redeem the 2014 Bonds designated for redemption as a result of insufficient moneys therefore.

The District has the right to provide a conditional notice of optional redemption to any Bondowner and to rescind any optional redemption for any reason on any date prior to the redemption date by written notice to the Bondowner of any bond previously called for optional redemption. Any notice of optional redemption may specify that redemption of the 2014 Bonds designated for redemption on the specified date will be subject to the receipt by the District and/or the Fiscal Agent, as applicable, of moneys sufficient to cause such redemption, and neither the District nor the Fiscal Agent will have any liability to the Owners of any 2014 Bonds, or any other party, as a result of the District's failure to redeem the 2014 Bonds designated for redemption as a result of insufficient moneys therefor.

This bond shall be registered in the name of the Registered Owner hereof, as to both principal and interest.

The 2014 Bonds are issuable only in fully registered form in denominations of $1,000,000 or any integral multiple of $5,000 in excess thereof, provided, however, that one 2014 Bond may be issued in a denomination of less than $1,000,000 but equal to or greater than $100,000 or any integral multiple of $5,000 in excess of $100,000, as set out in the Indenture. Authorized Denominations and may be exchanged for a like aggregate principal amount of 2014 Bonds of other Authorized Denominations of the same maturity, all as more fully set forth in the Bond Indenture.

Each registration and transfer of registration of this bond shall be entered by the Fiscal Agent on the Bond Register and authenticated by its manual signature upon the certificate of authentication and registration endorsed hereon.

No transfer hereof shall be valid for any purpose unless made by the Registered Owner, by execution of the form of assignment endorsed hereon, and authenticated as herein provided, and the principal hereof, interest hereon and any redemption premium shall be payable, only to the Registered Owner or to such Registered Owner's order.

The Fiscal Agent shall not be required to register transfers or make exchanges of 2014 Bonds (i) within the 15 days prior to the date designated by the Fiscal Agent as the date for selecting 2014 Bonds for redemption, (ii) selected for redemption, or (iii) between a Record Date and an Interest Payment Date.

The Fiscal Agent shall require any Registered Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange.

The rights and obligations of the District and of the Registered Owners of the 2014 Bonds may be amended at any time, and in certain cases without notice to or the consent of the Registered Owners, to the extent and upon the terms provided in the Bond Indenture.

The District may issue bonds on a parity with the 2014 Bonds in accordance with the provisions of the Act; provided, however, that Parity Bonds may only be issued for the purpose of refunding all or a portion of the 2014 Bonds then outstanding.

The Bond Indenture contains provisions permitting the District to make provision for the payment of the interest on, and the principal and premium, if any, of any of the 2014 Bonds so that such 2014 Bonds shall no longer be deemed to be outstanding under the terms of the Bond Indenture.

THE 2014 BONDS DO NOT CONSTITUTE OBLIGATIONS OF THE AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION OR THE DISTRICT FOR WHICH THE AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION OR THE DISTRICT IS OBLIGATED TO LEVY OR PLEDGE, OR HAS LEVIED OR PLEDGED, GENERAL OR SPECIAL TAXES, OTHER THAN THE SPECIAL TAXES REFERENCED HEREIN. THE DISTRICT HAS COVENANTED FOR THE BENEFIT OF THE OWNERS OF THE 2014 BONDS THAT IT WILL COMMENCE FORECLOSURE PROCEEDINGS UNDER CERTAIN CIRCUMSTANCES IN THE EVENT OF A DELINQUENCY IN PAYMENT OF ANY SPECIAL TAX INSTALLMENTS LEVIED FOR PAYMENT OF PRINCIPAL AND INTEREST.

This bond shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Fiscal Agent.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this bond, together with all other indebtedness of the District, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

IN WITNESS WHEREOF, the Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center), State of California, has caused this bond to be dated as of the Dated Date as set forth above, signed by the Chairman of the Executive Committee of the Agua Mansa Industrial Growth Association by her facsimile signature and attested by the signature of the Secretary of the Executive Committee.

____

Chair of the Executive Committee of the
Agua Mansa Industrial Growth Association,
sitting as the Legislative Body of the
Agua Mansa Industrial Growth Association
Community Facilities District No. 2002-1
(Agua Mansa Industrial Center), State of California

ATTEST:

____

Secretary of the Executive Committee of
the Agua Mansa Industrial Growth Association,
sitting as the Legislative Body of the Agua
Mansa Industrial Growth Association
Community Facilities District No. 2002-1
(Agua Mansa Industrial Center),
State of California

**FORM OF FISCAL AGENT'S CERTIFICATE
OF AUTHENTICATION AND REGISTRATION**

This is one of the bonds described in the within defined Bond Indenture.

Date: ________________________ By: U.S. Bank National Association, as Fiscal Agent

By: ____
Authorized Signatory

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto __________ ____________________(Please insert Social Security Number or other taxpayer identification number of Assignee) the within-mentioned registered bond and hereby irrevocably constitute(s) and appoint(s) ___ ___________________ attorney, to transfer the same on the books of the Fiscal Agent with full power of substitution in the premises.

Dated: _________________________

Signature Guaranteed

_________________________________ ______________________________

Note: Signature(s) must be guaranteed by an eligible guarantor institution, commercial bank or trust company or a member firm of the New York Stock Exchange.

Note: The Signature on this assignment must correspond with the name(s) as written on the face of the bond in every particular, without alteration or enlargement, or any change whatsoever.

EXHIBIT B

PAYMENT REQUEST FORM
REQUISITION FOR DISBURSEMENT OF [COSTS OF ISSUANCE] [ADMINISTRATIVE EXPENSES] NO. _

The undersigned, a duly authorized representative of the Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center), State of California hereby certifies to U.S. Bank National Association, Fiscal Agent, for purposes of disbursing funds from the _______ Fund to pay [Costs of Issuance/Administrative Expenses], that:

(1) The Fiscal Agent is to pay to the payees set forth on Exhibit 1 hereto the amount set forth next to each payee's name for the item described on Exhibit 1;

(2) The conditions set forth in the Bond Indenture to the release of these amounts from the ______________ Fund have been satisfied and such account shall be reduced as a result of this disbursement in the amount of $_______;

This obligation was incurred for the following purposes:

(4) There has not been filed with or served upon the District notice of any lien, right to lien or attachment upon, stop notice or claim affecting the right to receive payment of, any of the moneys payable to any of the payees named on Exhibit 1 hereto which has not been released or will not be released simultaneously with the payment of such amounts, other than materialmen's or mechanic's liens accruing by mere operation of law.

Dated: __________

THE AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION COMMUNITY FACILITIES DISTRICT NO. 2002-1 (AGUA MANSA INDUSTRIAL CENTER)

By: ____
Authorized Officer

Dated: __________
COUNTY OF SAN BERNARDINO

[IF APPLICABLE] SPECIAL DISTRICTS DEPARTMENT,

By: ____
Name:
Title:

EXHIBIT 1

Payee	Amount Due	Purpose of Expenditure

EXHIBIT C

FORM OF INVESTOR LETTER

$[Principal Amount]
AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION
COMMUNITY FACILITIES DISTRICT NO. 2002-1
(AGUA MANSA INDUSTRIAL CENTER)

SPECIAL TAX REFUNDING BONDS, SERIES 2014

Agua Mansa Industrial Growth Association
Community Facilities District No. 2002-1 (Agua Mansa Industrial Center)
c/o Special Districts Department
157 W. 5th St., 2nd Floor
San Bernardino, California 92415-0450

U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, California 90071

[Seller]

Ladies and Gentlemen:

The undersigned, as purchaser (the "Purchaser") of all or a portion of the above-captioned bonds (the "Bonds") issued pursuant to that certain Bond Indenture, dated as of February 1, 2014 (the "Bond Indenture"), by and between Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) ("CFD No. 2002-1") and U.S. Bank National Association, as Fiscal Agent (the "Fiscal Agent"), hereby represents that:

1. The Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was incorporated or formed. The Purchaser has authority to purchase the Bonds. The undersigned is a duly appointed qualified and acting officer of the Purchaser and is authorized to execute this letter on behalf of the Purchaser and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds.

2. The Purchaser has sufficient knowledge and experience in financial and business matters with respect to the evaluation of commercial real estate such as the territory within CFD No. 2002-1 to be able to evaluate the risks and merits of the investment represented by the Bonds and the purchase and ownership of municipal bonds and other tax-exempt obligations similar to the Bonds to be able to evaluate the risks and merits of the making of a loan in an amount equal to the principal amount of the Bonds. The Purchaser is able to bear the economic risks of such investment.

3. The Purchaser acknowledges that it has either been supplied with or been given access to all information it has reasonably requested, such as financial statements, documents relating to the Bonds and other information, to which a reasonable investor would attach significance in making investment

decisions. The Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning CFD No. 2002-1, the use of proceeds of the Bonds, the Bonds and the security therefor so that, as a reasonable investor, the Purchaser has been able to make its decision to purchase the Bonds. The Purchaser acknowledges that it has not relied upon the addressees hereof for any information in connection with the Purchaser's decision to purchase the Bonds.

4. The Purchaser is a "Qualified Institutional Buyer" (as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended (the "Securities Act")) or an "Accredited Investor" within the meaning of Regulation D promulgated under the Securities Act.

5. The Purchaser acknowledges that it is purchasing all of the Bonds of the above-captioned issue for investment for its own account, is not purchasing the Bonds for more than one account, and is not purchasing the Bonds with a present view toward resale or the distribution thereof in that it does not now intend to resell or otherwise dispose of all or any part of its interests in the Bonds; provided, however, that the Purchaser may transfer the Bonds in accordance with the provisions of the Bond Indenture only to a Qualified Institutional Buyer or an Institutional Accredited Investor and such Qualified Institutional Buyer or Institutional Accredited Investor delivers to the Fiscal Agent and CFD No. 2002-1 a completed and duly executed Investor letter substantially in the form hereof. The Purchaser agrees that it will only offer, sell, pledge, transfer or exchange the Bonds (or any legal or beneficial interest therein) (i) in accordance with an available exemption from the registration requirements of Section 5 of the Securities Act, (ii) in accordance with any applicable state securities laws, and (iii) in accordance with the transfer restrictions set forth in the Bonds and the Bond Indenture. The Purchaser acknowledges that the Authorized Denominations under the Bond Indenture are $1,000,000 or any integral multiple of $5,000 in excess thereof, provided, however, that one Bond may be issued in a denomination of less than $1,000,000 but equal to or greater than $100,000 or any integral multiple of $5,000 in excess of $100,000.

6. The Purchaser understands that (a) the Bonds are limited obligations of CFD No. 2002-1, payable solely from funds and moneys pledged under the Bond Indenture, and that the liabilities and obligations of CFD No. 2002-1 with respect to the Bonds are expressly limited as set forth in the Bond Indenture, (b) the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the State of California, the Agua Mansa Industrial Growth Association or any political subdivision thereof other than CFD No. 2002-1, and (c) the Bonds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of CFD No. 2002-1, the State of California, the Agua Mansa Industrial Growth Association or any political subdivision thereof.

7. The Purchaser is not participating, directly or indirectly, in a distribution of the Bonds and will not take, or cause to be taken, any action that would cause the Purchaser to be deemed an "underwriter," of such Bonds as defined in Section 2(a)(11) of the Securities Act or a "broker" or "dealer" under the Securities Exchange Act of 1934, as amended. The Purchaser is not acting in the capacity of broker, dealer, municipal securities underwriter, financial advisor, or municipal advisor in connection with the Purchaser's purchase of the Bonds.

8. The Purchaser understands that the Bonds are not registered under the Securities Act and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations as of any date, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating agency and that CFD No. 2002-1 has not made an application for any rating and (d) will not

be delivered in a book-entry only form. The Purchaser agrees that it will comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Bonds by it; and further acknowledges that any current exemption from registration of the Bonds does not affect or diminish such requirements.

9. In entering into this transaction, the Purchaser has not relied upon any representations or opinions made by CFD No. 2002-1 other than representations and statements of CFD No. 2002-1 set forth in the documents providing for the issuance of the Bonds, nor has it looked to, nor expected, CFD No. 2002-1, its financial advisors, special tax consultants, bond counsel or placement agent, legal counsel or other consultants to CFD No. 2002-1 or the Agua Mansa Industrial Growth Association to undertake or require any credit investigation or due diligence reviews relating to CFD No. 2002-1 or the Agua Mansa Industrial Growth Association, its financial condition or business operations, the facilities refinanced with the proceeds of the Bonds (including the financing or management thereof), or any other matter pertaining to the merits or risks of the transaction, or the adequacy of the funds pledged to secure repayment of the Bonds. The Purchaser has sought such independent accounting, legal and tax advice as it has considered necessary to make an informed investment decision.

10. The Purchaser recognizes that an investment in the Bonds involves significant risks, that no guarantee can be made, or has been made by CFD No. 2002-1 that an established market for the Bonds will develop, or that if such a market exists, that no guarantee can be made, or has been made by CFD No. 2002-1 that the Bonds can be sold at any particular price. Accordingly, the Purchaser further recognizes that the Purchaser may bear the economic risk of an investment in the Bonds for an indefinite period of time.

11. The Purchaser understands and agrees that the offering and sale of the Bonds is exempt from Rule 15c2-12 (b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), pursuant to Section (d) of such Rule, and CFD No. 2002-1 makes, and has made, no representation to the Purchaser, or any other party with respect to matters governed by the Rule with respect to the transaction and the agreements described herein.

12. The Purchaser understands that no offering statement, offering memorandum or circular will be issued in connection with the Bonds.

Capitalized terms used herein and not otherwise defined have the meaning(s) given such terms in the Bond Indenture under which the Bonds were issued.

Date: ___________, 20__ [PURCHASER SIGNATURE BLOCK]

AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION COMMUNITY FACILITIES DISTRICT NO. 2002-1 (AGUA MANSA INDUSTRIAL CENTER)

POST-ISSUANCE COMPLIANCE POLICIES AND PROCEDURES FOR BONDS

(Adopted as of __________, 2014)

A. Purpose

1. Purpose. The purpose of these Post-Issuance Compliance Policies and Procedures for bonds issued by **AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION COMMUNITY FACILITIES DISTRICT NO. 2002-1 (AGUA MANSA INDUSTRIAL CENTER)** (the "District") is to ensure (i) that the District will be in compliance with requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied with respect to bonds when issued and after such bonds are issued so that the bonds, and the interest thereon, will be and will remain qualified for an exclusion from gross income for federal income tax purposes or for federal tax credit or subsidy payment purposes and (ii) that the District will be in compliance with requirements of the Securities Exchange Act of 1934 regarding continuing disclosure obligations under the Continuing Disclosure Certificate entered into at the time of issuance of the bonds. All capitalized terms used herein have the meanings ascribed to them in Sections 3 and 4 hereof.

B. Post-Issuance Tax Compliance.

1. Responsibility for Monitoring Post-Issuance Tax Compliance. Pursuant to the Code, the District has the overall and final responsibility for monitoring compliance with post-issuance federal tax requirements for its bonds. The District hereby appoints the Secretary of the District as its Compliance Officer and delegates to said officer the primary operating responsibility of monitoring the District's compliance with post-issuance federal tax requirements for Bonds.

2. Bonds. The term "bond(s)" is used generically herein and includes bonds, notes and other forms of obligations of the District. Bonds issued from time to time by the District are identified on Schedule I hereto. Such Schedule I may be updated periodically to identify bonds issued by the District after the date hereof.

3. Definitions. The following capitalized terms have the following meanings for purposes of this Compliance Policy:

"Bond Counsel" means a firm of nationally recognized municipal bond attorneys experienced in the issuance of municipal bonds. Bond Counsel in connection with certain of the District's bonds is identified on Schedule I hereto.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Compliance Officer" means, for purposes of this Compliance Policy, the Secretary of the District as initially indicated in Section 5 hereof or his or her designee.

"Compliance Policy" means this Post-Issuance Compliance Policies and Procedures for Bonds set forth herein.

"District" means Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center).

"Filing Agent" means a person or firm experienced in making the necessary filings with respect to the District's bonds. Whether a tax credit or subsidy is to be made in respect of a series of the District's bonds is indicated on Schedule I hereto. The Rebate Analyst or the Fiscal Agent may also act as Filing Agent.

"Fiscal Agent" means U.S. Bank National Association and its successors and assigns.

"IRS" means the Internal Revenue Service.

"Project" means the facilities that were constructed and/or acquired with the proceeds of the bonds refunded by the Bonds.

"Rebate Analyst" means a person or firm experienced in the calculation of arbitrage rebate liability.

"Regulations" means the temporary, proposed or final Income Tax Regulations promulgated by the United States Department of the Treasury and applicable to the District's bonds.

"Tax Certificate" means the certificate made by the District for the purpose of establishing the reasonable expectations of the District as to the amount and use of the proceeds of bonds.

"Taxable Bond" means any bonds the interest on which is included in gross income under Section 103(a) of the Code.

"Tax-Exempt Bond" means any bonds the interest on which is excludable from gross income under Section 103(a) of the Code. Tax-Exempt Bonds include an interest in a regulated investment company to the extent that at least 95% of the income to the holder of the interest is interest that is excludable from gross income under Section 103(a) of the Code.

4. Arbitrage Yield Restriction and Rebate Requirements. The Compliance Officer shall maintain or cause to be maintained records of the following:

(a) Purchases and sales of investments made with bond proceeds (including amounts treated as "gross proceeds" of bonds under Section 148 of the Code) and receipts of earnings on those investments;

(b) Expenditures made with bond proceeds (including investment earnings on bond proceeds) for the governmental purposes of the bonds, such as for the costs of purchasing, constructing and/or renovating property and facilities;

(c) If appropriate in connection with the issuance of Bonds, information showing, if applicable for a particular calendar year, that the District was eligible to be treated as a "small issuer" for arbitrage rebate purposes in respect of bonds issued in that calendar year because the District did not reasonably expect to issue more than the applicable aggregate principal amount of bonds prescribed by the Code and Regulations in that calendar year;

(d) Calculations that will be sufficient to demonstrate to the IRS upon an audit of a bond issue that, where applicable, the District has complied with an available spending exception to the arbitrage rebate requirement in respect of that bond issue (e.g., expenditure of all proceeds within 6-month, 18-month or 2-year spending exception from rebate or within three years of issuance);

(e) Calculations that will be sufficient to demonstrate to the IRS upon an audit of a bond issue for which no exception to the arbitrage rebate requirements was applicable, that the rebate amount, if any, that was payable to the United States of America in respect of investments made with gross proceeds of that bond issue was calculated and timely paid with the appropriate IRS form timely filed with the IRS;

(f) Information and records showing that investments held in yield-restricted advance refunding or defeasance escrows for bonds, and investments made with unspent bond proceeds after the expiration of the applicable temporary period, were not invested in higher-yielding investments, except with the written approval by Bond Counsel; and

(g) Any records the District may reasonably obtain relating to the prices at which bonds may trade after their initial offering but prior to their delivery or issue date.

5. Retention of Records. The Compliance Officer shall maintain or cause to be maintained all records relating to the requirements of the Code and the representations, certifications and covenants set forth in the District's Tax Certificate relating to a series of bonds until the date five years after the last outstanding bonds have been retired. The records that must be retained include, but are not limited to:

(a) Basic records and documents relating to the bonds;

(b) Documentation evidencing the expenditure of bond proceeds, including any reimbursement of pre-issuance expenditures within the limitation of applicable Treasury Regulations;

(c) Documentation evidencing the use of the Project financed with the proceeds of bonds by public and private sources (i.e., copies of management contracts, research agreements, leases, etc.);

(d) Documentation evidencing all sources of payment or security for the bonds; and

(e) Documentation pertaining to any investment of bond proceeds (including the purchase and sale of securities, State and Local Government Securities (SLGS) subscriptions, yield calculations for each class of investments, actual investment income received from the investment of proceeds, guaranteed investment contracts and rebate calculations).

6. Records to be Maintained for Bonds. It is the policy of the District that, unless otherwise permitted by future IRS regulations or other guidance, written records (which may be in electronic form) will be maintained with respect to each bond issue for as long as those bonds remain outstanding, plus five years. For this purpose, the bonds include refunding bonds that refund the original bonds and thereby refinance the property that was financed by the original bonds. The records to be maintained are to include:

(a) The official transcript of proceedings for the original issuance of the bonds;

(b) Records showing how the bond proceeds were invested, as described in Section 5(a) above (the monthly investment portfolio report submitted to the District by the Fiscal Agent will suffice for this requirement);

(c) Records showing how the bond proceeds were spent, as described in Section 5(b) above, including purchase contracts, construction contracts, progress payment requirements, invoices, cancelled checks, payment of bond issuance costs and records of "allocations" of bond proceeds to make reimbursement for project expenditures made before the bonds were actually issued together with any record evidencing the official intent of the District to reimburse itself from bond proceeds;

(d) Information, records and calculations showing that, with respect to each bond issue, the District was eligible for the "small issuer" exception or one of the spending exceptions to the arbitrage rebate requirement or, if not, that the rebate amount, if any, that was payable to the United States of America in respect of investments made with gross proceeds of that bond issue was calculated and timely paid with the appropriate IRS form timely filed with the IRS, as described in Sections 5(c), (d) and (e) above;

(e) Any records relating to the assignment or allocation of volume cap to any tax credit or subsidy bonds and any elections made with respect thereto; and

(f) Any records obtained in monitoring secondary market trading activity for any of the District's bonds.

The basic purpose of the foregoing record retention policy for the District's bonds is to enable the District to readily demonstrate to the IRS upon an audit of any bond issue that the District has fully complied with all federal tax requirements that must be satisfied after the issue date of the bonds so that interest on those bonds continues to be qualified for an exclusion from gross income for federal income tax purposes or for tax credit or subsidy payment purposes under the Code.

The District hereby acknowledges its responsibility to maintain such records. The District also hereby directs the Compliance Officer to periodically update Schedule I hereto to ensure that such Schedule I identifies the District's bond issues outstanding from time to time.

7. Restrictions on Private Business Use and Private Loans; Change in Use of Assets Financed; Remedial Actions. The District understands that there are restrictions on private business use of assets financed with proceeds of bonds and restrictions on the use of proceeds of bonds to make or finance any loan to any person other than a state or local government unit. The Compliance Officer will consult Bond Counsel in the event private business use or private loans are contemplated or in the event of a change in use of the assets financed. Examples of potential private use events include, but are not limited to, sales of bond financed facilities, leases with respect to bond financed facilities and management contracts with respect to bond financed facilities. The Compliance Officer shall also consult with Bond Counsel to determine whether any remedial actions pursuant to Regulations Section 1.141-12 must be taken in order to prevent such private business use or private loans from jeopardizing the tax exempt status of the Bonds.

8. Education Policy With Respect to Federal Tax Requirements for Bonds. It is the policy of the District that the Compliance Officer and his or her designees, if any, should be provided with education and training on federal tax requirements applicable to bonds. The District recognizes that such education and training is vital as a means of helping to ensure that the District remains in compliance with those federal tax requirements in respect of its bonds. The District therefore will enable and encourage the Compliance Officer and any of his or her designees to attend and participate in educational and training programs with respect to federal tax requirements related to bonds.

9. Retention of Rebate Analysts, Filing Agents or Other Professionals. The District may retain for particular transactions one or more Rebate Analysts, Filing Agents or other professionals for the purpose of filing any necessary forms to obtain refundable tax credits. A Rebate Analyst may also be retained or engaged at the outset of a transaction to advise the District with respect to the transaction structure that will allow the District to take advantage of any available exceptions to the arbitrage rebate rule.

The District acknowledges that arbitrage rebate payments, if due, are to be made to the United States of America at the end of each and every fifth bond year during which a series of bonds is outstanding and upon the final maturity of each series of bonds. The District hereby directs the Compliance Officer to review, from time to time, the tax compliance certificates and agreements executed and delivered by the District in connection with each issuance of bonds to determine the specific deadlines for calculating and submitting arbitrage rebate payments.

10. Post-Issuance Credit Enhancement Transactions. Before engaging in post-issuance credit enhancements transaction (e.g., bond insurance, letter of credit) or hedging transactions (e.g., interest rate swap or interest rate cap), consult with Bond Counsel regarding compliance with applicable Regulations.

C. Securities Exchange Act of 1934

1. Annual Disclosure Obligations. Under the Continuing Disclosure Certificate, the District has agreed to provide annual reports on or before March 31 of each year containing information specified in Section 4 of the Continuing Disclosure Certificate.

2. Listed Events. Under Section 5 of the Continuing Disclosure Certificate, the District is obligated to provide notice of enumerated event. Notice of most of the listed events must be provided within ten (10) business days of occurrence of the listed event, and notice of some of the listed events must be provided if the listed event is material to the bondowners.

D. Periodic Review of Obligations and Continuing Education

1. Periodic Review. This Compliance Policy shall be reviewed regularly by Bond Counsel retained by the District from time to time to ensure conformity with current Regulations and securities obligations.

2. Continuing Education. In order to maintain compliance with the Regulations and with disclosure obligations, the Compliance Officer shall obtain periodic education reviews and designate a second individual as a backup for compliance with the Compliance Policy.

This policy is hereby adopted as of __________, 2014.

AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION COMMUNITY FACILITIES DISTRICT NO. 2002-1 (AGUA MANSA INDUSTRIAL CENTER)

By: ____
Name:
Title:

SCHEDULE I

OUTSTANDING BONDS

Bond Issue	**Issue Date**	**Bond Counsel**	**Tax Credit or Subsidy Filing**	**Rebate Analyst**
$______ Special Tax Refunding Bonds, Series 2014	________, 2014	McFarlin & Anderson LLP	Not Applicable	____________

SUMMARY OF INFORMATION REGARDING COMPLIANCE:

Compliance Officer:

Secondary individual responsible for compliance: ____________________

Location of financing transcript: ____________________

Special Tax Consultant for Annual levy of Special Taxes: David Taussig & Associates, Inc.

Fiscal Agent: U.S. Bank National Association

Dissemination Agent for annual disclosure reports: David Taussig & Associates, Inc.

TAX COMPLIANCE

Location of records regarding expenditure of proceeds:

Location of records regarding investment of proceeds:

Dates records may be destroyed:

Dates of periodic review of Post-Issuance Compliance Procedures:

Date of review of private business use, private loans or change in use of assets financed:

Date of review for post-issuance credit enhancement transactions:

Transfer of responsibility for compliance to ________ on ______________:

Annual rebate compliance calculation intervals:

5-Year Rebate compliance intervals:

CONTINUING DISCLOSURE INFORMATION

Continuing Disclosure Requirement: See Sections 4 and 5 of the Continuing Disclosure Certificate.

Dissemination Agent: David Taussig & Associates, Inc.

Date range Annual Report is to be prepared: Prepare during February and March, file by March 31 of each year.

Last date to file Annual Report: March 31.

Method of Filing: Bonds were privately sold. David Taussig & Associates, Inc. files Annual Report with the purchaser. (Annual Report does <u>not</u> need to be filed through the Municipal Securities Rulemaking Board Electronic Municipal Market Access (EMMA) System.)

Copies of report to be filed with: ______________________

Annual information to be provided: See Section 4 of the Continuing Disclosure Certificate.

Notice of Material Adverse Effect: See Section 5 of the Continuing Disclosure Certificate.

Date of annual review of compliance:

OTHER REQUIRED FILINGS OR OBLIGATIONS

Annual filing with California Debt and Investment Advisory Commission due by October 30 of each year. See Government Code Section 53359.5(b)

Annual report regarding funds collected and expended and status of projects: Government Code Section 53343.1 regarding annual report if requested by a person who resides in or owns property in the District and charges for the report.

Events of Default.

Special Tax Collections; Notices of Delinquencies; Foreclosure Covenant.

Estimated last year for levy of Special Taxes.

Date to file notice of cancellation of special tax lien.

Prepayment of Special Taxes: See Rate and Method of Apportionment of Special Taxes

CONTINUING EDUCATION

Educational Seminars/presentations to consider attending:

INFORMATION RESOURCES

IRS Tax-Exempt Bond Information:

1. IRS TAX-Exempt Bond FAQs regarding Record Retention Requirements
2. Tax-Exempt Government Bonds Compliance Guide
3. After the Bonds are Issued: Then What?
4. "Avoiding Troubled Tax-Advantaged Bonds – A Study of Issuer Compliance Considerations" (March 9, 2013)
5. TEB -- Post Issuance Compliance: Some Basic Concepts (September 2013)

Securities Exchange Commission

1. SEC Municipal Markets

Municipal Securities Rulemaking Board

California

1. California Debt and Investment Advisory Commission

National Association of Bonds Lawyers

1. Post Issuance Compliance Checklist

ADDITIONAL FILINGS AND/OR NOTES

FORM OF INVESTOR LETTER

$[Principal Amount]
AGUA MANSA INDUSTRIAL GROWTH ASSOCIATION
COMMUNITY FACILITIES DISTRICT NO. 2002-1
(AGUA MANSA INDUSTRIAL CENTER)

SPECIAL TAX REFUNDING BONDS, SERIES 2014

Agua Mansa Industrial Growth Association
Community Facilities District No. 2002-1 (Agua Mansa Industrial Center)
c/o Special Districts Department
157 W. 5th St., 2nd Floor
San Bernardino, California 92415-0450

U.S. Bank National Association
633 West Fifth Street, 24th Floor
Los Angeles, California 90071

Ladies and Gentlemen:

The undersigned, as purchaser (the "Purchaser") of the above-captioned bonds (the "Bonds") issued pursuant to that certain Bond Indenture, dated as of February 1, 2014 (the "Bond Indenture"), by and between Agua Mansa Industrial Growth Association Community Facilities District No. 2002-1 (Agua Mansa Industrial Center) ("CFD No. 2002-1") and U.S. Bank National Association, as Fiscal Agent (the "Fiscal Agent"), hereby represents that:

1. The Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was incorporated or formed. The Purchaser has authority to purchase the Bonds. The undersigned is a duly appointed qualified and acting officer of the Purchaser and is authorized to execute this letter on behalf of the Purchaser and any other instruments and documents required to be executed by the Purchaser in connection with the purchase of the Bonds.

2. The Purchaser has sufficient knowledge and experience in financial and business matters with respect to the evaluation of commercial real estate such as the territory within CFD No. 2002-1 and the purchase and ownership of municipal bonds and other tax-exempt obligations similar to the Bonds to be able to evaluate the risks and merits of the making of a loan in an amount equal to the principal amount of the Bonds. The Purchaser is able to bear the economic risks of such loan.

3. The Purchaser acknowledges that it has either been supplied with or been given access to all information it has reasonably requested, such as financial statements, documents relating to the Bonds and other information, to which a bank would attach significance in making lending decisions. The Purchaser has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning CFD No. 2002-1, the use of proceeds of the Bonds, the Bonds and the security therefor so that, as a bank, the Purchaser has been able to make its decision to purchase the Bonds. The Purchaser acknowledges that it has not relied upon the addressees hereof for any information in connection with the Purchaser's decision to purchase the Bonds.

4. The Purchaser is a "Qualified Institutional Buyer" (as defined in Rule 144A(a)(1) promulgated under the Securities Act of 1933, as amended (the "Securities Act")).

5. The Purchaser acknowledges that it is purchasing all of the Bonds of the above-captioned issue for its own account, is not purchasing the Bonds for more than one account, and is not purchasing the Bonds with a present view toward resale or the distribution thereof in that it does not now intend to resell or otherwise dispose of all or any part of its interests in the Bonds; provided, however, that the Purchaser may transfer the Bonds in accordance with the provisions of the Bond Indenture only to a Qualified Institutional Buyer or an Institutional Accredited Investor and such Qualified Institutional Buyer or Institutional Accredited Investor delivers to the Fiscal Agent and CFD No. 2002-1 a completed and duly executed Investor letter substantially in the form hereof. The Purchaser agrees that it will only offer, sell, pledge, transfer or exchange the Bonds (or any legal or beneficial interest therein) (i) in accordance with an available exemption from the registration requirements of Section 5 of the Securities Act, (ii) in accordance with any applicable state securities laws, and (iii) in accordance with the transfer restrictions set forth in the Bonds and the Bond Indenture. The Purchaser acknowledges that the Authorized Denominations under the Bond Indenture are $1,000,000 or any integral multiple of $5,000 in excess thereof, provided, however, that one Bond may be issued in a denomination of less than $1,000,000 but equal to or greater than $100,000 or any integral multiple of $5,000 in excess of $100,000. The Purchaser intends to book and hold the Bonds as a loan in its loan portfolio.

6. The Purchaser understands that (a) the Bonds are limited obligations of CFD No. 2002-1, payable solely from funds and moneys pledged under the Bond Indenture, and that the liabilities and obligations of CFD No. 2002-1 with respect to the Bonds are expressly limited as set forth in the Bond Indenture, (b) the Bonds are not secured by any pledge of any moneys received or to be received from taxation by the State of California, the Agua Mansa Industrial Growth Association or any political subdivision thereof other than CFD No. 2002-1, and (c) the Bonds do not and will not represent or constitute a general obligation or a pledge of the faith and credit of CFD No. 2002-1, the State of California, the Agua Mansa Industrial Growth Association or any political subdivision thereof.

7. The Purchaser is not participating, directly or indirectly, in a distribution of the Bonds and will not take, or cause to be taken, any action that would cause the Purchaser to be deemed an "underwriter," of such Bonds as defined in Section 2(a)(11) of the Securities Act or a "broker" or "dealer" under the Securities Exchange Act of 1934, as amended. The Purchaser is not acting in the capacity of broker, dealer, municipal securities underwriter, financial advisor, or municipal advisor in connection with the Purchaser's purchase of the Bonds.

8. The Purchaser understands that the Bonds are not registered under the Securities Act and that such registration is not legally required as of the date hereof; and further understands that the Bonds (a) are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations as of any date, (b) will not be listed in any stock or other securities exchange, (c) will not carry a rating from any rating agency and that CFD No. 2002-1 has not made an application for any rating and (d) will not be delivered in a book-entry only form. The Purchaser agrees that it will comply with any applicable state and federal securities laws then in effect with respect to any disposition of the Bonds by it; and further acknowledges that any current exemption from registration of the Bonds does not affect or diminish such requirements.

9. In entering into this transaction, the Purchaser has not relied upon any representations or opinions made by CFD No. 2002-1 other than representations and statements of CFD No. 2002-1 set forth in the documents providing for the issuance of the Bonds, nor has it looked to, nor expected, CFD No. 2002-1, its financial advisors, special tax consultants, bond counsel or placement agent, legal counsel or other consultants to CFD No. 2002-1 or the Agua Mansa Industrial Growth Association to undertake or require any credit investigation or due diligence reviews relating to CFD No. 2002-1 or the Agua Mansa Industrial Growth Association, its financial condition or business operations, the facilities refinanced with the proceeds of the Bonds (including the financing or management thereof), or any other matter pertaining to the merits or risks of the transaction, or the adequacy of the funds pledged to secure repayment of the Bonds. The Purchaser has sought such independent accounting, legal and tax advice as it has considered necessary to make an informed investment decision.

10. The Purchaser recognizes that an investment in the Bonds involves significant risks, that no guarantee can be made, or has been made by CFD No. 2002-1 that an established market for the Bonds will develop, or that if such a market exists, that no guarantee can be made, or has been made by CFD No. 2002-1 that the Bonds can be sold at any particular price. Accordingly, the Purchaser further recognizes that the Purchaser may bear the economic risk of an investment in the Bonds for an indefinite period of time.

11. The Purchaser understands and agrees that the offering and sale of the Bonds is exempt from Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule"), pursuant to Section (d) of such Rule, and CFD No. 2002-1 makes, and has made, no representation to the Purchaser, or any other party with respect to matters governed by the Rule with respect to the transaction and the agreements described herein.

12. The Purchaser understands that no offering statement, offering memorandum or circular will be issued in connection with the Bonds.

Capitalized terms used herein and not otherwise defined have the meaning(s) given such terms in the Bond Indenture under which the Bonds were issued.

Date: __________, 20__ [PURCHASER SIGNATURE BLOCK]