



**Sacramento
Housing &
Redevelopment
Agency**

**REPORT TO COUNCIL AND
REDEVELOPMENT AGENCY**

City of Sacramento
915 I Street, Sacramento, CA 95814-2671
www.CityofSacramento.org

Public Hearing
December 4, 2007

**Honorable Mayor and Members of the City Council
Chair and Members of the Redevelopment Agency Board**

Title: North Sacramento and Stockton Boulevard Project Areas

Location/Council District: North Sacramento Redevelopment Area, District 2 and
City/County Stockton Boulevard Redevelopment Area, District 6

Recommendation: 1) Adopt a **Redevelopment Agency Resolution** authorizing a) the project areas to enter into new loan agreements with the Sacramento County Public Financing Authority, b) the approval of the First Amendment to the Stockton Boulevard Advance Repayment Agreement, and c) releasing the Preliminary Official Statement for the portion related to the North Sacramento and Stockton Boulevard; 2) adopt a **City Resolution** a) approving the 2007 North Sacramento Loan in the amount not to exceed \$23 million to be made with respect to the North Sacramento Redevelopment Project, b) approving the 2007 Stockton Boulevard Loan in the amount not to exceed \$26 million to be made with respect to the Stockton Boulevard Redevelopment Project, and c) approving the First Amendment to the Stockton Boulevard Advance Repayment Agreement.

With these actions, the North Sacramento Project Area should receive redevelopment project funds of approximately \$10.5 million and housing funds of \$4.5 million. The Stockton Boulevard Project Area should receive approximately \$13.9 million in redevelopment project funds and \$5.0 million in housing funds.

Contact: Satoshi Matsuda, Director of Financial Strategies, 440-1370
Chirs Pahule, Assistant Director of Housing and Community Development, 440-1350

Presenters: Satoshi Matsuda

Department: Sacramento Housing and Redevelopment Agency

Loan Agreements for the North Sacramento and Stockton Boulevard Project Areas

Description/Analysis

Issue: The Redevelopment Agency of the County of Sacramento is currently planning a redevelopment tax allocation revenue bond issuance in December 2007 for the Mather/McClellan Merged Redevelopment Project Area and the joint City/County Stockton Boulevard Redevelopment Area. Since the Stockton Boulevard Redevelopment Area is a joint City and County redevelopment area, a bond issuance for Stockton Boulevard requires both City and County approvals.

In reviewing the funding needs of the other redevelopment areas, staff has identified North Sacramento as one that has a critical need for additional funds in early 2008 and has the bonding capacity at this time. Consequently, staff is recommending that North Sacramento Redevelopment Area be part of the County financing. Staff has been working with the advisory groups for North Sacramento and Stockton Boulevard for the last several months to identify projects that the community would like to fund with these additional revenues. Staff will bring forth the recommendations for each area when the financing is completed and when the advisory groups recommend approval for specific projects.

The Sacramento County Public Financing Authority will issue the tax allocation revenue bonds (TARBs) on behalf of Stockton Boulevard and North Sacramento. The bonds will be secured by loan agreements between the County Financing Authority and each project area. The pledge of tax increment revenues from the project area and repayment of the loan agreement is the sole obligation of the individual project area. The obligations of a project area do not transfer to another project area or County Public Financing Authority or to the City of Sacramento.

For the previous bond issue, the municipal bond insurer has required 140 percent coverage requirements of maximum annual debt service for North Sacramento. Stockton Boulevard has not issued tax allocation revenue bonds previously. Financing team is assuming that 125 percent coverage will be required. Because both project areas have significant amount of subordinate obligations, the coverage requirement for senior debt will not impact the sizing of the issue.

Policy Considerations: North Sacramento and Stockton Boulevard redevelopment areas have entered into Advance Repayment Agreements with the City and are thereby required to obtain approval from the City Council before any new debt obligations can be issued.

In 2003, the City Council authorized the participation of three City redevelopment areas including North Sacramento to be part of a County financing. The actions recommended are consistent with the actions of 2003.

Loan Agreements for the North Sacramento and Stockton Boulevard Project Areas

For Stockton Boulevard Redevelopment Area, this is the first official bond issuance. Stockton Boulevard's other debt obligations include the Advance Repayment Agreement with the City and the California Infrastructure and Economic Development Bank Loan. At the request of City staff, the Advance Repayment Agreement is proposed to be amended to be consistent with City refunding of 2005.

Environmental Considerations: The redevelopment plans for these project areas were subject to environmental review at the time of their adoption and amendment. Projects undertaken within the project areas that may be funded with the bond proceeds are subject to environmental review individually prior to their approval.

Per California Environmental Quality Act (CEQA) Guidelines, Sections 15180 and 15162, further environmental documentation is not required at this time. This action is not subject to National Environmental Policy Act (NEPA).

Committee/Commission Action: The recommendations in this staff report have been reviewed with the relevant community advisory groups.

At its meeting of November 14, 2007, the Sacramento Housing and Redevelopment Commission considered the staff recommendation for this item. The votes were as follows:

AYES: Burruss, Chan, Fowler, Hoag, Otto, Piatkowski, Stivers.

NOES: None.

ABSENT: Coriano, Dean, Gore, Shah.

Rationale for Recommendation: New project funds are needed for redevelopment and housing projects for North Sacramento and Stockton Boulevard Redevelopment Areas. Each area has the tax increment capacity necessary to make future debt payments. Combining a City issue with the County issue is cost effective since it reduces redundancy of multiple issues and thereby reduces bond issuance costs associated with bond counsel, rating agency fees and fiscal consultant.

Financial Considerations: All numbers presented in this report are subject to change since they are estimates based upon market conditions as of October 2007 and adjustment will be made as additional information becomes available. Based on current rates and credit assumptions, the total financing involves approximately \$18.9 million in new project funds for Stockton Boulevard and \$15.0 million in new project funds for North Sacramento. For Stockton Boulevard, \$13.9 million is anticipated for the redevelopment fund and \$5.0 million is anticipated for the low/moderate income housing fund. For North Sacramento the anticipated amount is \$10.5 million for redevelopment and \$4.5 for housing. The par amount of the bonds is expected to total \$21.5 million for

December 4, 2007

Loan Agreements for the North Sacramento and Stockton Boulevard Project Areas

Stockton Boulevard and \$17.2 million for North Sacramento. The project funds are result of the par amount less reserve account requirements and issuance costs.

M/WBE Considerations: The items discussed in this report have no M/WBE impact; therefore, M/WBE considerations do not apply.

Respectfully Submitted by: 
ANNE M. MOORE
Executive Director

Recommendation Approved:


for RAY KERRIDGE
City Manager

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FIRST AMENDMENT TO STOCKTON BOULEVARD
ADVANCE REPAYMENT AGREEMENT

Dated December 5, 2007

by and among the

REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO,
REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO

and the

CITY OF SACRAMENTO

Relating to the

2006 Refunding Revenue Bonds, Series E
(Master Lease Program Facilities)

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**FIRST AMENDMENT TO
STOCKTON BOULEVARD ADVANCE REPAYMENT AGREEMENT**

This FIRST AMENDMENT TO STOCKTON BOULEVARD ADVANCE REPAYMENT AGREEMENT (the “First Amendment to Advance Repayment Agreement”) is made and entered into December 5, 2007, by and among the REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, a public body corporate and politic duly organized and existing under and by virtue of the laws of the State of California (the “City RDA”), the REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO, a public body corporate and politic duly organized and existing under and by virtue of the laws of the State of California (the “County RDA” and, together with the City RDA, the “Agency”) and the CITY OF SACRAMENTO, a municipal corporation duly organized and existing under and by virtue of the Constitution and laws of the State of California (the “City”);

W I T N E S S E T H:

WHEREAS, the Agency is authorized pursuant to the Community Redevelopment Law, being Part 1 of Division 24 (commencing with Section 33000) of the Health and Safety Code of the State of California (the “Law”) to undertake redevelopment activities within and of benefit to its Stockton Boulevard Redevelopment Project (the “Redevelopment Project”);

WHEREAS, the Agency previously undertook certain of such redevelopment activities and the City advanced funds to the Agency (the “2002 Advance”) to finance such redevelopment activities pursuant to that certain Stockton Boulevard Advance Payment Agreement, dated as of July 1, 2002 (the “Original Advance Repayment Agreement”) by and between the Agency and the City;

WHEREAS, in order to obtain funds to make the 2002 Advance, the City leased certain City-owned properties (together, the “City-owned Property”) to the Sacramento City Financing Authority (the “Authority”) and used the proceeds of the Authority’s single up-front lease payment for the City-owned Property (the “Authority Lease Payment”) to fund the 2002 Advance to the Agency;

WHEREAS, the Authority funded the Authority Lease Payment with a portion of the proceeds of its Sacramento City Financing Authority 2002 Revenue Bonds, Series A (City Hall and Redevelopment Projects) (the “2002 Bonds”);

WHEREAS, debt service on the 2002 Bonds is required to be paid in part with the proceeds of certain lease payments (the “Lease Payments”) to be paid by the City in consideration of the leaseback of certain City-owned Property by the Authority to the City pursuant to a Master Project Lease, dated as of July 1, 2002, between the City and the Authority, as amended (the “Master Project Lease”);

WHEREAS, the Agency is required to repay the 2002 Advance to the City in installments sufficient to meet the City’s Lease Payment obligations under the Master Project Lease attributable to the portion of the proceeds of the 2002 Bonds used by the City to fund the 2002 Advance to the Agency pursuant to the Original Advance Repayment Agreement and may

provide for the discharge and satisfaction of a portion of such 2002 Advance (the “Prior Advance Payments”) pursuant to Section 6.03 of the Original Advance Repayment Agreement; and

WHEREAS, the Agency and the City determined that it was in their best interests (through the sale and delivery of revenue bonds of the Authority secured in part by payments due under the First Amendment to Advance Repayment Agreement (and together with the Original Advance Repayment Agreement, the “Advance Repayment Agreement”)) to refund a portion of the 2002 Bonds (the “Prior Bonds”) in accordance with their terms from the proceeds of sale of the Sacramento City Financing Authority 2006 Refunding Revenue Bonds, Series E (Master Lease Program Facilities) (the “2006 Bonds”) issued under the terms of an Indenture (the “2006 Indenture”) dated as of December 1, 2006, by and between the Authority and The Bank of New York Trust Company, N.A. (the “Trustee”); and

WHEREAS, certain of the proceeds of the sale of the 2006 Bonds have been deposited with the Trustee, acting as escrow agent (the “Escrow Agent”) pursuant to an Escrow Agreement, dated as of December 1, 2006, between the Authority and the Escrow Agent, to be held in trust in a certain escrow account by the Escrow Agent and applied to the payment or redemption of a portion of the 2002 Advance (the “Prior Advance”) and the discharge and satisfaction of the Prior Advance Payments, all as more particularly set forth herein and in the Escrow Agreement; and

WHEREAS, in accordance with Section 6.03 of the Advance Repayment Agreement, the Escrow Agreement by its terms constituted an irrevocable setting aside in a special trust account with the Trustee of money in an amount which would be sufficient, and Federal Securities (as defined in the Advance Repayment Agreement) the interest on and principal of which when paid would provide money which, together with such money, would be sufficient, to pay when due the Prior Advance and the Prior Advance Payments, so that the Prior Advance and the Prior Advance Payments shall be deemed to have been paid within the meaning of and with the effect expressed in Section 6.03 of the Advance Repayment Agreement;

WHEREAS, in accordance with Section 2.06 of the Advance Repayment Agreement, the Agency may incur Agreement Parity Debt (as defined in the Original Advance Repayment Agreement);

WHEREAS, the requirements of Section 2.06 of the Advance Repayment Agreement have been satisfied with respect to the 2006 Advance (as defined herein);

WHEREAS, pursuant to this First Amendment to Advance Repayment Agreement, the City will lend to the Agency the net proceeds of such Agreement Parity Debt (as hereinafter defined, the “2006 Advance”) and the Agency will become obligated hereunder to make scheduled payments of principal and interest (the “2006 Advance Payments”) to the Trustee to pay a portion of the principal and interest on the 2006 Bonds; and

WHEREAS, pursuant to this First Amendment to Advance Repayment Agreement, in order to provide for the payment of a portion of the debt service on the 2002 Bonds that is not refunded by the 2006 Bonds (the “Remaining 2002 Bonds”), the Agency will remain obligated

hereunder to make reduced 2002 Advance Payments as hereinafter described (the “Amended 2002 Advance Payments”); and

WHEREAS, all acts and proceedings required by law necessary to make this First Amendment to Advance Repayment Agreement, when executed by the Agency and the City, the valid, binding and legal obligation of the Agency and to constitute this First Amendment to Advance Repayment Agreement as Agreement Parity Debt and a valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done and taken, and the execution and delivery of this First Amendment to Advance Repayment Agreement have been in all respects duly authorized;

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions.

(a) All the terms which are defined in Section 1.01 of the Original Advance Repayment Agreement shall (except as otherwise provided herein) have the same definitions in this First Amendment to Advance Repayment Agreement that are given to such terms in Section 1.01 of the Original Advance Repayment Agreement.

(b) Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of the Original Advance Repayment Agreement and of any certificate, opinion, report, request or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

“Advance Repayment Agreement” means the Original Advance Repayment Agreement as amended by this First Amendment to Advance Repayment Agreement and as the same may from time to time be further amended or supplemented in accordance with its terms.

“Amended 2002 Advance Payments” means the amended and reduced installment payments payable under Section 2.02(a) of this First Amendment to Advance Repayment Agreement by the Agency to the Prior Trustee, as assignee of the Authority under the Prior Indenture.

“Escrow Agreement” means the Escrow Agreement, dated as of December 1, 2006, by and between the Authority and The Bank of New York Trust Company, N.A., as escrow agent, providing for the refunding and defeasance of the Prior Bonds and the discharge, payment and satisfaction of a portion of the 2002 Advance.

“First Amended Allocable Share” means a percentage allocable to the First Amendment to Advance Repayment Agreement in relation to the entire issue of 2006 Bonds, which allocation may be made on any reasonable basis and may be different than the Proportionate Share.

“First Amendment to Advance Repayment Agreement” means this First Amendment to Stockton Boulevard Advance Repayment Agreement, dated December 5, 2007, by and among the Agency and the City, amending the Original Advance Repayment Agreement.

“Original Advance Repayment Agreement” means the Stockton Boulevard Advance Repayment Agreement, dated as of July 1, 2002, by and among the Agency and the City.

“Prior Advance” means that portion of the 2002 Advance discharged and satisfied in accordance with Section 6.03 of the Original Advance Repayment Agreement and pursuant to the Escrow Agreement.

“Prior Advance Payments” means that portion of the 2002 Advance discharged and satisfied in accordance with the Original Advance Repayment Agreement and pursuant to the Escrow Agreement.

“Prior Bonds” means that portion of the 2002 Bonds refunded and defeased pursuant to the Escrow Agreement.

“Prior Indenture” means the Indenture, dated as of July 1, 2002, by and between the Authority and The Bank of New York Trust Company, N.A., as successor trustee, authorizing the issuance of the 2002 Bonds, as originally executed and delivered and as the same may from time to time be amended or supplemented in accordance with its terms.

“Prior Trustee” means The Bank of New York Trust Company, N.A., as successor trustee under the Prior Indenture and any further successor trustee duly qualified and acting under the Prior Indenture.

“Remaining 2002 Advance” means that portion of the 2002 Advance that was funded with proceeds of the 2002 Bonds and that is not refunded or defeased pursuant to the Escrow Agreement and remains to be paid in accordance with Section 2.01 hereof through payment of the Amended 2002 Advance Payments in accordance with Section 2.02(a) of this First Amendment to Advance Repayment Agreement.

“Remaining 2002 Bonds” means that portion of the 2002 Bonds that is not refunded or defeased pursuant to the Escrow Agreement and remains Outstanding pursuant to the Prior Indenture.

“Trustee” means The Bank of New York Trust Company, N.A., a national banking association duly organized and existing under and by virtue of the laws of the United States of America and authorized to accept and execute trusts of the character set forth in the 2006 Indenture, at its Principal Corporate Trust Office (as that term is defined in the 2006 Indenture), and its successors or assigns, or any other bank or trust company having a corporate trust office in Los Angeles or San Francisco, California, which may at any time be substituted in its place as provided in Section 5.01 of the 2006 Indenture.

“2002 Advance” means the advance made by the City to the Agency pursuant to Section 2.01 of the Original Advance Repayment Agreement.

“2002 Advance Payments” means payments of principal and interest payable under Section 2.02 of the Original Advance Repayment Agreement by the Agency to the Prior Trustee, as assignee of the Authority under the Prior Indenture.

“2002 Bonds” means the Sacramento City Financing Authority 2002 Revenue Bonds, Series A (City Hall and Redevelopment Projects), a portion of which are refunded and defeased pursuant to the Escrow Agreement.

“2002 Bonds Escrow Account” means the account by that name established under the Escrow Agreement.

“2006 Advance” means the advance described in Section 2.01 hereof and funded by proceeds of the 2006 Bonds, which shall constitute Agreement Parity Debt under the Advance Repayment Agreement; provided that, as the context requires within the Original Advance Repayment Agreement, “2006 Advance” shall be deemed to be included in the definition of “Advance” given such term in the Original Advance Repayment Agreement.

“2006 Advance Payments” means payments of principal and interest payable under and as more fully described in Section 2.02(b) of this First Amendment to Advance Repayment Agreement by the Agency to the Trustee, as assignee of the Authority under the 2006 Indenture, with respect to the 2006 Advance.

“2006 Bond Year” means each twelve-month period extending from December 2 in one calendar year to December 1 of the succeeding calendar year, both dates inclusive, except that the first 2006 Bond Year shall be deemed to have begun on the 2006 Closing Date and end on December 1, 2007; provided that, as the context requires within the Original Advance Repayment Agreement, “2006 Bond Year” shall be deemed to be included in the definition of “Bond Year” given such term in the Original Advance Repayment Agreement.

“2006 Bonds” means the Sacramento City Financing Authority 2006 Refunding Revenue Bonds, Series E (Master Lease Program Facilities) issued and at any time outstanding under the 2006 Indenture; provided that, except as provided herein and as the context requires within the Original Advance Repayment Agreement and herein, “2006 Bonds” shall be deemed to be included in the definition of “Bonds” given such term in the Original Advance Repayment Agreement.

“2006 Closing Date” means the date of delivery of the 2006 Bonds; provided that, as the context requires within the Original Advance Repayment Agreement, “2006 Closing Date” shall be deemed to be included in the definition of “Closing Date” given such term in the Original Advance Repayment Agreement.

“2006 Indenture” means the Indenture, dated as of December 1, 2006, by and between the Authority and the Trustee, authorizing the issuance of the 2006 Bonds, as originally executed and delivered and as the same may from time to time be amended or supplemented in accordance with its terms.

“2006 Interest Payment Date” means June 1 and December 1 of each year that any 2006 Bonds are Outstanding, commencing June 1, 2007, being the respective dates upon which

interest and/or principal are payable on the 2006 Bonds; provided that, as the context requires within the Original Advance Repayment Agreement, “2006 Interest Payment Date” shall be deemed to be included in the definition of “Interest Payment Date” given such term in the Original Advance Repayment Agreement.

“2006 Proportionate Share” means 1.064%, being the percentage of the original principal amount of the proceeds of the 2006 Bonds used to make the 2006 Advance to the Agency pursuant to this Second Amendment to Advance Repayment Agreement; provided that, as the context requires within the Original Advance Repayment Agreement, “2006 Proportionate Share” shall be deemed to be included in the definition of “Proportionate Share” given such term in the Original Advance Repayment Agreement.

ARTICLE II

THE ADVANCE AND CERTAIN ADVANCE TERMS

Section 2.01. Authorization and Terms of 2006 Advance.

The Agency and the City hereby agree that the terms of the 2002 Advance are hereby amended as follows.

(a) The unpaid portion of the 2002 Advance shall be comprised of two portions, namely, (i) the Remaining 2002 Advance which shall be repaid in installments through the Amended 2002 Advance Payments in accordance with Section 2.02(a) hereof, and (ii) the 2006 Advance to be repaid in installments through the 2006 Advance Payments in accordance with Section 2.02(b) hereof, both of which together constitute the Advance hereunder and are secured by the Tax Revenues and the covenants, terms and conditions of the Advance Repayment Agreement. The Advance Repayment Agreement constitutes a continuing agreement with the City to secure the full and final payment of the Advance, subject to the covenants, agreements, provisions and conditions of the Advance Repayment Agreement.

(b) The discharged and satisfied portion of the 2002 Advance shall be comprised of the Prior Advance, which shall be repaid in installments through the Prior Advance Payments from moneys deposited into the 2002 Bonds Escrow Account in accordance with Section 6.03 of the Advance Repayment Agreement and pursuant to the Escrow Agreement. The Prior Advance and the Prior Advance Payments shall not be secured by either the Tax Revenues or the Advance Repayment Agreement.

Section 2.02. Repayment of Advance.

(a) Amended 2002 Advance Payments. The principal of the Remaining 2002 Advance shall be payable in installments on December 1 in each of the years and in the amounts, and interest on the Remaining 2002 Advance shall be payable in installments on December 1 and June 1 in each of the years and in the amounts, as follows and such principal and interest installments shall constitute the Amended 2002 Advance Payments:

<u>Date</u>	<u>Principal (December 1)</u>	<u>Interest</u>	<u>Total Debt Service</u>
12/01/2002	--	\$ 64,820.17	\$ 64,820.17
6/01/2003	--	78,306.25	78,306.25
12/01/2003	\$ 55,000.00	78,306.25	133,306.25
6/01/2004	--	77,481.25	77,481.25
12/01/2004	55,000.00	77,481.25	132,481.25
6/01/2005	--	76,518.75	76,518.75
12/01/2005	60,000.00	76,518.75	136,518.75
6/01/2006	--	75,468.75	75,468.75
12/01/2006	60,000.00	75,468.75	135,468.75
6/01/2007	--	18,862.50	18,862.50
12/01/2007	65,000.00	18,862.50	83,862.50
6/01/2008	--	17,725.00	17,725.00
12/01/2008	65,000.00	17,725.00	82,725.00
6/01/2009	--	16,587.50	16,587.50
12/01/2009	65,000.00	16,587.50	81,587.50
6/01/2010	--	15,287.50	15,287.50
12/01/2010	70,000.00	15,287.50	85,287.50
6/01/2011	--	13,887.50	13,887.50
12/01/2011	75,000.00	13,887.50	88,887.50
6/01/2012	--	12,387.50	12,387.50
12/01/2012	75,000.00	12,387.50	87,387.50
6/01/2013	--	10,887.50	10,887.50
12/01/2013	80,000.00	10,887.50	90,887.50
6/01/2014	--	9,237.50	9,237.50
12/01/2014	80,000.00	9,237.50	89,237.50
6/01/2015	--	7,087.50	7,087.50
12/01/2015	85,000.00	7,087.50	92,087.50
6/01/2016	--	4,856.25	4,856.25
12/01/2016	90,000.00	4,856.25	94,856.25
6/01/2017	--	2,493.75	2,493.75
12/01/2017	<u>95,000.00</u>	<u>2,493.75</u>	<u>97,493.75</u>
Total	\$1,075,000.00	\$938,970.17	\$2,013,970.17

Except as amended by this First Amendment to Advance Repayment Agreement, all other terms and conditions relating to the installment payments of the Advance pursuant to Section 2.02 of the Original Advance Repayment Agreement shall apply to the Amended 2002 Advance Payments.

(b) 2006 Advance Payments. The principal of the 2006 Advance shall be payable in installments on December 1 in each of the years and in the amounts, and interest on the 2006 Advance shall be payable in installments on December 1 and on June 1 in each of the years and in the amounts, as follows and such principal and interest installments shall constitute the 2006 Advance Payments:

<u>Date</u>	<u>Principal (December 1)</u>	<u>Interest</u>	<u>Total Debt Service</u>
6/01/2007	--	\$ 49,040.77	\$ 49,040.77
12/01/2007	--	52,232.78	52,232.78
6/01/2008	--	52,232.78	52,232.78
12/01/2008	--	52,232.78	52,232.78
6/01/2009	--	52,232.78	52,232.78
12/01/2009	--	52,232.78	52,232.78
6/01/2010	--	52,232.78	52,232.78
12/01/2010	--	52,232.78	52,232.78
6/01/2011	--	52,232.78	52,232.78
12/01/2011	--	52,232.78	52,232.78
6/01/2012	--	52,232.78	52,232.78
12/01/2012	--	52,232.78	52,232.78
6/01/2013	--	52,232.78	52,232.78
12/01/2013	--	52,232.78	52,232.78
6/01/2014	--	52,232.78	52,232.78
12/01/2014	--	52,232.78	52,232.78
6/01/2015	--	52,232.78	52,232.78
12/01/2015	--	52,232.78	52,232.78
6/01/2016	--	52,232.78	52,232.78
12/01/2016	--	52,232.78	52,232.78
6/01/2017	--	52,232.78	52,232.78
12/01/2017	--	52,232.78	52,232.78
6/01/2018	--	52,232.78	52,232.78
12/01/2018	19,642.00	52,232.78	71,874.78
6/01/2019	--	51,717.17	51,717.17
12/01/2019	22,204.00	51,717.17	73,921.17
6/01/2020	--	51,134.32	51,134.32
12/01/2020	--	51,134.32	51,134.32
6/01/2021	--	51,134.32	51,134.32
12/01/2021	1,281.00	51,134.32	52,415.32
6/01/2022	--	51,100.69	51,100.69
12/01/2022	153,293.00	51,100.69	204,393.69
6/01/2023	--	47,076.75	47,076.75
12/01/2023	140,910.00	47,076.75	187,986.75
6/01/2024	--	43,377.86	43,377.86
12/01/2024	148,169.00	43,377.86	191,546.86
6/01/2025	--	39,488.43	39,488.43
12/01/2025	156,282.00	39,488.43	195,770.43
6/01/2026	--	35,386.02	35,386.02
12/01/2026	164,608.50	35,386.02	199,994.52
6/01/2027	--	31,065.05	31,065.05
12/01/2027	172,935.00	31,065.05	204,000.05
6/01/2028	--	26,525.51	26,525.51

<u>Date</u>	<u>Principal (December 1)</u>	<u>Interest</u>	<u>Total Debt Service</u>
12/01/2028	181,688.50	26,525.51	208,214.01
6/01/2029	--	21,756.18	21,756.18
12/01/2029	191,723.00	21,756.18	213,479.18
6/01/2030	--	16,723.46	16,723.46
12/01/2030	201,757.50	16,723.46	218,480.96
6/01/2031	--	11,427.32	11,427.32
12/01/2031	212,005.50	11,427.32	223,432.82
6/01/2032	--	5,862.18	5,862.18
12/01/2032	<u>223,321.00</u>	<u>5,862.18</u>	<u>229,183.18</u>
Total	\$1,989,820.00	\$2,217,945.23	\$4,207,765.23

In the event principal of the 2006 Advance shall be prepaid pursuant to Section 2.03 hereof, the foregoing schedule of principal installment payments for the 2006 Advance Payments shall be reduced pro rata by installment as provided in Section 2.03 hereof.

Interest on each installment of principal of the 2006 Advance has been calculated on the basis of a 360-day year of twelve 30-day months, and shall accrue on each installment of principal from and including the date of issuance of the 2006 Bonds to but not including the interest payment date for the 2006 Bonds with respect to which such installment of principal is payable. Any installment of principal or interest which is not paid when due shall continue to accrue interest at the interest rate payable on the 2006 Bonds from and including the interest payment date for the 2006 Bonds with respect to which such principal or interest is payable to but not including the date of actual payment.

Except as amended by this First Amendment to Advance Repayment Agreement, all other terms and conditions relating to the installment payments of the Advance pursuant to Section 2.02 of the Original Advance Repayment Agreement shall apply to the 2006 Advance Payments.

Section 2.03. Optional Prepayment of the 2006 Advance. The 2006 Advance shall not be subject to optional prepayment.

Section 2.04. Application of 2006 Advance Proceeds and Other Funds. The total proceeds of the 2006 Advance (which equals the principal amount of the 2006 Advance (\$1,989,820.00), plus the original issue premium associated with the 2006 Advance (\$316,235.45), shall be deemed to have been disbursed on the 2006 Closing Date as follows:

(a) The City shall be deemed to have caused the Trustee to transfer to the Escrow Agent for deposit into the 2002 Bonds Escrow Account established and held under the Escrow Agreement, the amount of \$572,901.66.

In addition to the foregoing, the Trustee shall be deemed to have distributed the First Amended Allocable Share of the amount of the bond insurance premium (\$12,463.47), the First Amended Allocable Share of the Underwriters' discount (\$13,035.38), the First Amended

Allocable Share of deposit for the 2006 Series E Reserve Subaccount (\$189,354.62) and the remaining First Amended Allocable Share of the amount of the Costs of Issuance (\$3,500.03) to the Agency on the 2006 Closing Date, which amounts were paid for and on behalf of the Agency from the total proceeds of the 2006 Advance.

ARTICLE III

TAX REVENUES; MISCELLANEOUS

Section 3.01. Use of Tax Revenues for 2006 Advance. The 2006 Advance constitutes Agreement Parity Debt under the Advance Repayment Agreement and Tax Revenues shall be applied in the same manner and to the same extent as described in Article III of the Original Advance Repayment Agreement with respect to the Advance.

Section 3.02. Effect of Amendment; Ratification. Except as otherwise expressly amended by this First Amendment to Advance Repayment Agreement, all agreements, conditions, covenants and terms of the Original Advance Repayment Agreement shall continue in full force and effect and are hereby approved, confirmed and ratified by the Agency and the City.

REDEVELOPMENT AGENCY OF THE CITY OF
SACRAMENTO

By: _____
Executive Director

REDEVELOPMENT AGENCY OF THE
COUNTY OF SACRAMENTO

By: _____
Authorized Representative

CITY OF SACRAMENTO

By: _____
Interim City Treasurer

RESOLUTION NO. 2007 - _____

ADOPTED BY THE SACRAMENTO CITY COUNCIL

ON DATE OF

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SACRAMENTO APPROVING CERTAIN LOANS TO BE ENTERED INTO BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO, APPROVING FIRST AMENDMENT TO STOCKTON BOULEVARD ADVANCE REPAYMENT AGREEMENT AND PROVIDING OTHER MATTERS RELATING THERETO.

BACKGROUND:

- A. The Redevelopment Agency of the City of Sacramento (the "Agency") is a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of Part 1 of Division 24 of the Health and Safety Code of the State of California (the "Redevelopment Law"), and has the power under Section 33601 of the Redevelopment Law to borrow money for any of its corporate purposes.
- B. The Sacramento City Financing Authority (the "City Authority") is a joint powers authority duly organized and existing under and pursuant to that certain Joint Exercise of Powers Agreement (the "City Authority Agreement"), dated October 1, 1989, by and between the City of Sacramento (the "City") and the Agency, and under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act") and is authorized pursuant to Article 4 of the Act and the City Authority Agreement to issue bonds for the purpose of providing funds to the City and the Agency to provide financing and refinancing for redevelopment activities of the Agency that are public capital improvements.
- C. In order to obtain funds to make an advance to the Agency for the purpose of financing redevelopment activities with respect to its North Sacramento Redevelopment Project (the "1999 North Sacramento Advance"), pursuant to an advance repayment agreement dated as of December 1, 1999 (the "1999 North Sacramento Advance Repayment Agreement"), the City leased certain City-owned properties to the City Authority and used a portion of the City Authority's one-time up-front lease payment (the "1999 City Authority Lease Payment") to fund the 1999 North Sacramento Advance.
- D. The City Authority funded the 1999 City Authority Lease Payment with a portion of the proceeds of its Sacramento City Financing Authority 1999 Capital Improvement Revenue Bonds (Solid Waste and Redevelopment Projects).

- E. In order to obtain funds to make an additional advance to the Agency pursuant to a First Amendment to North Sacramento Advance Repayment Agreement, dated as of June 1, 2005 (the "2005 North Sacramento Advance") for the purpose of repaying a portion of the 1999 North Sacramento Advance, the City leased certain City-owned properties to the City Authority and used a portion of the City Authority's one-time up-front lease payment (the "2005 City Authority Lease Payment") to fund the 2005 North Sacramento Advance.
- F. The City Authority funded the 2005 City Authority Lease Payment with a portion of the proceeds of its Sacramento City Financing Authority 2005 Refunding Revenue Bonds (Solid Waste, Redevelopment and Master Lease Program Facilities).
- G. In order to obtain funds to make an additional advance to the Agency pursuant to a Second Amendment to North Sacramento Advance Repayment Agreement, dated as of June 1, 2006 (the "2006 North Sacramento Advance") for the purpose of financing redevelopment activities with respect to its North Sacramento Redevelopment Project the City leased certain City-owned properties to the City Authority and used a portion of the City Authority's one-time up-front lease payment (the "2006 City Authority Lease Payment") to fund the 2006 North Sacramento Advance.
- H. The City Authority funded the 2006 City Authority Lease Payment with a portion of the proceeds of its Sacramento City Financing Authority 2006 Capital Improvement Revenue Bonds, Series A (Community Reinvestment Capital Improvement Program) and its Sacramento City Financing Authority 2006 Taxable Capital Improvement Revenue Bonds, Series B (Community Reinvestment Capital Improvement Program).
- I. In order to obtain funds to make an advance jointly to the Agency and the Redevelopment Agency of the County of Sacramento (the "County Agency") with respect to their Stockton Boulevard Redevelopment Project (the "2002 Stockton Boulevard Advance"), pursuant to an advance repayment agreement dated as of July 1, 2002 (the "2002 Stockton Boulevard Advance Repayment Agreement"), the City leased certain City-owned properties to the City Authority and used a portion of the City Authority's one-time up-front lease payment (the "2002 City Authority Lease Payment") to fund the 2002 Stockton Boulevard Advance.
- J. The City Authority funded the 2002 City Authority Lease Payment with a portion of the proceeds of its Sacramento City Financing Authority 2002 Revenue Bonds, Series A (City Hall and Redevelopment Projects) (the "2002 Bonds").
- K. In order to obtain funds to make an additional advance (the "2006 Stockton Boulevard Advance") jointly to the Agency and the County Agency pursuant to a First Amendment to Stockton Boulevard Advance Repayment Agreement (the "2005 North Sacramento Advance") for the purpose of repaying a portion of the 2002 Stockton Boulevard Advance and, thereby, refund a portion of the 2002 Bonds, the City leased certain City-owned properties to the City Authority and

used a portion of the City Authority's one-time up-front lease payment (the "2006 City Authority Lease Payment") to fund the 2006 Stockton Boulevard Advance.

- L. The City Authority funded the 2006 City Authority Lease Payment with a portion of the proceeds of its Sacramento City Financing Authority 2006 Refunding Revenue Bonds, Series E (Master Lease Program Facilities).
- M. The Sacramento County Public Financing Authority (the "County Authority") is a joint powers authority duly organized and existing under and pursuant to that certain Joint Exercise of Powers Agreement, dated as of November 25, 2003, by and between the County of Sacramento and the County Agency (the "County Authority Agreement"), and under the provisions of the Act and is authorized pursuant to Article 4 of the Act and the County Authority Agreement to issue bonds for the purpose, among others, of providing funds to make loans to the Agency to provide financing and refinancing for redevelopment activities of the Agency that are public capital improvements.
- N. For the purpose of providing funds to make a loan to the Agency (the "2007 North Sacramento Loan") to finance redevelopment activities, including low and moderate income housing activities, with respect to its North Sacramento Redevelopment Project, and to make a loan jointly to the Agency and the County Agency (the "2007 Stockton Boulevard Loan") to finance redevelopment activities, including low and moderate income housing activities, with respect to their Stockton Boulevard Redevelopment Project, the Authority has determined to issue its Sacramento County Public Financing Authority 2007 Taxable Tax Allocation Revenue Bonds, Series C (North Sacramento and Stockton Boulevard Redevelopment Projects) in the aggregate principal amount not to exceed \$49,000,000 (the "2007 Bonds").
- O. The loan payments by the Agency pursuant to the 2007 North Sacramento Loan and the 2007 Stockton Loan Agreement will be used to pay debt service on the 2007 Bonds.
- P. In order to enhance the security of the 2007 Bonds, the Agency desires that the 2007 North Sacramento Loan be payable from Tax Revenues (as defined in the 1999 North Sacramento Advance Repayment Agreement) on a basis senior to the 1999 North Sacramento Advance, the 2005 North Sacramento Advance and the 2006 North Sacramento Advance.
- Q. Section 2.07 of the 1999 North Sacramento Advance Repayment Agreement requires that the City approve the incurrence of the 2007 North Sacramento Loan in order for the 2007 North Sacramento Loan to be payable on a basis senior to the 1999 North Sacramento Advance, the 2005 North Sacramento Advance and the 2006 North Sacramento Advance.

- R. The Agency desires that the 2007 Stockton Boulevard Loan be payable from Tax Revenues (as defined in the 2002 Stockton Boulevard Loan Agreement) on a basis senior to the 2002 Stockton Boulevard Advance and the 2006 Stockton Boulevard Advance.
- S. Section 2.08 of the 2002 Stockton Boulevard Advance Repayment Agreement permits the 2007 Stockton Boulevard Loan to be payable on a basis senior to the 2002 Stockton Boulevard Advance and the 2006 Stockton Boulevard Advance.
- T. The City Council desires to approve the 2007 North Sacramento Loan and the 2007 Stockton Boulevard Loan and to approve the execution and delivery of the First Amendment to the Stockton Boulevard Advance Repayment Agreement for the purposes above described

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. **Approval of the Loans.** The 2007 North Sacramento Loan in the amount not to exceed \$23,000,000 to be made with respect to the North Sacramento Redevelopment Project and the 2007 Stockton Boulevard Loan in the amount not to exceed \$26,000,000 to be made with respect to the Stockton Boulevard Redevelopment Project, all as above described, are hereby approved.
- Section 2. **Approval of the First Amendment to the Stockton Boulevard Advance Repayment Agreement.** The City Council hereby confirms the 2006 Stockton Boulevard Advance made jointly to the Agency and the County Agency by the City pursuant to and in accordance with the terms of the First Amendment to the Stockton Boulevard Advance Repayment Agreement in substantially the form on file with the City Clerk together with any additions thereto or changes therein deemed necessary or advisable by the Treasurer, whose execution thereof shall be conclusive evidence of approval of any such additions and changes. The Treasurer is hereby authorized and directed to execute the final form of the First Amendment to the Stockton Boulevard Advance Repayment Agreement for and in the name and on behalf of the City. The City Council hereby authorizes the delivery and performance of the First Amendment to the Stockton Boulevard Advance Repayment Agreement.
- Section 3. **Effective Date.** This Resolution shall take effect from and after the date of its passage and adoption.

RESOLUTION NO. 2007 - _____

Adopted by the Redevelopment Agency of the City of Sacramento

on date of

AUTHORIZING THE BORROWING OF FUNDS FROM THE SACRAMENTO COUNTY PUBLIC FINANCING AUTHORITY FOR THE PURPOSE OF FINANCING REDEVELOPMENT ACTIVITIES, AUTHORIZING AND DIRECTING EXECUTION OF RELATED LOAN AGREEMENTS, APPROVING SALE OF BONDS AND AN OFFICIAL STATEMENT, APPROVING FIRST AMENDMENT TO STOCKTON BOULEVARD ADVANCE REPAYMENT AGREEMENT AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO

BACKGROUND

- A. The Redevelopment Agency of the City of Sacramento (the "Agency") is a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of Part 1 of Division 24 of the Health and Safety Code of the State of California (the "Redevelopment Law"), and has the power under Section 33601 of the Redevelopment Law to borrow money for any of its corporate purposes.
- B. The Sacramento County Public Financing Authority (the "Authority") is a joint powers authority duly organized and existing under and pursuant to that certain Joint Exercise of Powers Agreement, dated as of November 1, 2003, by and between the County of Sacramento and the Redevelopment Agency of the County of Sacramento (the "Agreement"), and under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), and is authorized pursuant to Article 4 of the Act (the "Bond Law") and the Agreement to issue bonds for the purpose, among others, of providing funds to make loans to the Agency to provide financing and refinancing for public capital improvements of the Agency.
- C. For the purpose of providing funds to make a loan to the Agency (the "North Sacramento Loan") to finance redevelopment activities, including low and moderate income housing activities, with respect to its North Sacramento Redevelopment Project, and to make a loan jointly to the Agency and the Redevelopment Agency of the County of Sacramento (the "County Agency") (the "Stockton Boulevard Loan") to finance redevelopment activities, including low and moderate income housing activities with respect to their Stockton Boulevard Redevelopment Project, the Authority has determined to issue on a federally taxable basis its Sacramento County Public Financing Authority 2007 Taxable Tax Allocation Revenue Bonds, Series C (North Sacramento and Stockton

Boulevard Redevelopment Projects) in the aggregate principal amount of not to exceed \$49,000,000 (the “Bonds”).

- D. The North Sacramento Loan and the Stockton Boulevard Loan (together, the “Loans”) will be made pursuant to two separate loan agreements (the “Loan Agreements”), each dated as of December 1, 2003, and each by and among the Authority, the Agency and U.S. Bank National Association, as trustee, (the “Trustee”) and, in addition with respect to the Stockton Boulevard Loan, the Redevelopment Agency of the County of Sacramento.
- E. As a condition precedent to the issuance of the Bonds by the Authority, Section 6586.5 of the California Government Code requires that the Agency approve the proposed financing by the Authority and that the Agency make certain findings with respect to such financing, and Section 6586.5 further requires that such approval be given and findings be made only after noticed public hearing thereon.
- F. The Agency has duly held such public hearing after due publication of the notice of time and place of such public hearing,
- G. Stone & Youngberg LLC (the “Underwriter”), has agreed to purchase the Bonds in accordance with a bond purchase agreement substantially in the form on file with the Secretary (the “Purchase Contract”), and, in connection with the offering of the Bonds, the Authority and the Agency have caused to be prepared an Official Statement describing the Bonds (the “Official Statement”), the preliminary form of which is on file with the Secretary.
- H. In order to obtain funds to make an advance jointly to the Agency and County Agency with respect to their Stockton Boulevard Redevelopment Project (the “2002 Stockton Boulevard Advance”), pursuant to an advance repayment agreement dated as of July 1, 2002 (the “2002 Stockton Boulevard Advance Repayment Agreement”), the City of Sacramento (the “City”) leased certain City-owned properties to the Sacramento City Financing Authority (the “City Authority”) and used a portion of the City Authority’s one-time up-front lease payment (the “2002 City Authority Lease Payment”) to fund the 2002 Stockton Boulevard Advance.
- I. The City Authority funded the 2002 City Authority Lease Payment with a portion of the proceeds of its Sacramento City Financing Authority 2002 Revenue Bonds, Series A (City Hall and Redevelopment Projects) (the “2002 Bonds”).
- J. In order to obtain funds to make an additional advance (the “2006 Stockton Boulevard Advance”) jointly to the Agency and the County Agency pursuant to a First Amendment to Stockton Boulevard Advance Repayment Agreement (the “First Amendment to the Stockton Boulevard Advance Repayment Agreement”) for the purpose of repaying a portion of the 2002 Stockton Boulevard Advance and, thereby, refund a portion of the 2002 Bonds, the City leased certain City-owned properties to the City Authority and used a portion of the City Authority’s

one-time up-front lease payment (the "2006 City Authority Lease Payment") to fund the 2006 Stockton Boulevard Advance.

- K. The City Authority funded the 2006 City Authority Lease Payment with a portion of the proceeds of its Sacramento City Financing Authority 2006 Refunding Revenue Bonds, Series E (Master Lease Program Facilities).
- L. The Agency has duly considered the foregoing described transactions and wishes at this time to approve said transactions in the public interests of the Agency

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO RESOLVES AS FOLLOWS:

- Section 1. **Significant Public Benefits.** The Agency hereby approves the issuance of the Bonds by the Authority and determines that there are significant public benefits to the Agency from the proposed financing in that there will be demonstrable savings to the Agency from the issuance and sale of the Bonds and the use of proceeds of the Bonds to make two separate Loans (as above described), including savings in effective interest rate and issuance costs, all as evidenced by the calculations provided by the Underwriter with respect to the issuance of the Bonds and the making of the Loans on file in the official records of the Agency.
- Section 2. **Approval of the Loans and Loan Agreements.** The Agency hereby authorizes and approves the North Sacramento Loan to be made to the Agency by the Authority in the amount not to exceed \$23,000,000 and the Stockton Boulevard Loan to be made jointly to the Agency and the Redevelopment Agency of the County of Sacramento in the amount not to exceed \$26,000,000. The Loans shall be made pursuant to and in accordance with the terms of the related Loan Agreements and the Agency hereby approves the Loan Agreements in substantially the form on file with the Secretary together with any additions thereto or changes therein (including, but not limited to, the insertion of the principal amounts of the respective Loans and the repayment schedule for the respective Loans) deemed necessary or advisable by the Executive Director, whose execution thereof shall be conclusive evidence of approval of any such additions and changes. The Executive Director is hereby authorized and directed to execute, and the Secretary is hereby authorized and directed to attest the Executive Director's signature to, the final form of the Loan Agreements, for and in the name and on behalf of the Agency. The proceeds of the Loans shall be applied by the Agency for the purposes and in the amounts as set forth in the Loan Agreements. The Agency hereby authorizes the delivery and performance of the Loan Agreements.

Section 3. **Sale of Bonds.** The Agency hereby approves the sale of the Bonds by the Authority by negotiation with the Underwriter, pursuant to the Purchase Contract by and among the Authority, the Agency, the County Agency and the Underwriter, in substantially the form on file with the Secretary, together with any changes therein or additions thereto approved by the Executive Director. The Executive Director's execution of the Purchase Contract shall be conclusive evidence of approval of any such additions and changes. The Purchase Contracts shall be executed in the name and on behalf of the Agency by the Executive Director, who is hereby authorized and directed to execute and deliver to the Underwriter the Purchase Contracts on behalf of the Agency; *provided, however*, that (i) the stated average annual interest rate payable with respect to the Bonds shall not exceed eight and a half percent (8.5%) per annum and the Underwriter's discount on the purchase price for the purchase of the Bonds shall be not greater than one percent (1.00%) of the par amount thereof, excluding any original issue discount.

Section 4. **Official Statement.** The Agency hereby approves the Official Statement in preliminary form, in substantially the form on file with the Secretary. Distribution of the preliminary Official Statement by the Underwriter is hereby approved in substantially the form on file with the Secretary together with any additions thereto or changes therein deemed necessary or advisable by the Executive Director. The Executive Director is authorized and directed on behalf of the Authority to review the final form of the preliminary Official Statement and to deem the preliminary Official Statement "final" pursuant to Rule 15c2-12 under the Securities Exchange Act of 1934, prior to its distribution by the Underwriter. Distribution of the deemed "final" preliminary Official Statement by the Underwriter is hereby approved. The Agency hereby authorizes the distribution of the final Official Statement by the Underwriter. The Executive Director is hereby authorized and directed to approve any changes in or additions to a final form of the final Official Statement and to execute and deliver to the Underwriter the final Official Statement, together with the Continuing Disclosure Certificate of the Agency substantially in the form appended to the Official Statement.

Section 5. **Approval of the First Amendment to the Stockton Boulevard Advance Repayment Agreement.** The Agency hereby confirms the 2006 Stockton Boulevard Advance made jointly to the Agency and the County Agency by the City pursuant to and in accordance with the terms of the First Amendment to the Stockton Boulevard Advance Repayment Agreement in substantially the form on file with the Secretary together with any additions thereto or changes therein deemed necessary or advisable by the Executive Director, whose execution thereof shall be conclusive evidence of approval of any such additions and changes. The Executive Director is hereby authorized and directed to execute the final form of the First Amendment to the Stockton Boulevard Advance Repayment Agreement for and in the name and on behalf of the Agency. The Agency

hereby authorizes the delivery and performance of the First Amendment to the Stockton Boulevard Advance Repayment Agreement.

Section 6. **Official Action.** The Chairman, the Vice-Chairman, the Executive Director, the Finance Director, the Secretary, the Agency Counsel and any and all other officers of the Agency, jointly and severally, are hereby authorized and directed, for and in the name and on behalf of the Agency, to do any and all things and take any and all actions, including execution and delivery of any and all agreements, assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance, sale and delivery of the Bonds and the making of the Loans pursuant to the Loan Agreements and the 2006 Stockton Boulevard Advance pursuant to the First Amendment of the Stockton Boulevard Advance Repayment Agreement, as described herein. Each of the foregoing named officers of the Agency are authorized to act on behalf of any other officer of the Agency who is authorized and directed herein to act on behalf of the Agency.

Section 7. **Effective Date.** This Resolution shall take effect from and after the date of its passage and adoption.