

**SUPPLEMENTAL AGREEMENT NO. 2 TO
FISCAL AGENT AGREEMENT**

by and between

CITY OF ROSEVILLE

and

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Fiscal Agent**

Dated as of May 1, 2019

Relating to:

**\$14,010,000
City of Roseville
Westbrook Community Facilities District No. 1 (Public Facilities)
Special Tax Bonds
Series 2019**

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EXHIBIT A - FORM OF 2019 BONDS

SUPPLEMENTAL AGREEMENT NO. 2 TO FISCAL AGENT AGREEMENT

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO FISCAL AGENT AGREEMENT (this "Supplemental Agreement No. 2"); dated as of May 1, 2019, is by and between the CITY OF ROSEVILLE, a charter city and public body, corporate and politic, organized and existing under and by virtue of the Constitution and laws of the State of California (the "City") for and on behalf of the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) (the "District"), and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as fiscal agent (the "Fiscal Agent") under a Fiscal Agent Agreement, dated as of December 1, 2014, by and between the Fiscal Agent and the City (the "Original Fiscal Agent Agreement"), as supplemented by a Supplemental Agreement No. 1 to Fiscal Agent Agreement, dated as of July 1, 2018, by and between the Fiscal Agent and the City.

RECITALS:

WHEREAS, the City Council of the City has formed the District under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (constituting Section 53311 *et seq.* of the California Government Code) (the "Act") and Resolution No. 14-131 of the City Council adopted on April 16, 2014; and

WHEREAS, the City Council, as the legislative body of the District, is authorized under the Act to levy special taxes to pay for the costs of facilities within the District and to authorize the issuance of bonds secured by said special taxes under the Act; and

WHEREAS, the Council, as legislative body of the District, previously authorized the issuance of special tax bonds of the City for the District in the maximum aggregate principal amount of not to exceed \$90,000,000 (the "Bond Authorization"); and

WHEREAS, pursuant to the provisions of the Act and the Original Fiscal Agent Agreement, on December 18, 2014, the City issued, for and on behalf of the District, \$14,355,000 initial principal amount of City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2014 (the "2014 Bonds") for the purpose of financing various public improvements authorized to be funded by the District, which 2014 Bonds constituted the first series of bonds issued pursuant to the Bond Authorization; and

WHEREAS, pursuant to the provisions of the Act and the Original Fiscal Agent Agreement, as supplemented by Supplemental Agreement No. 1, on July 26, 2018, the City issued, for and on behalf of the District, \$11,615,000 initial principal amount of City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2018 (the "2018 Bonds") for the purpose of financing various public improvements authorized to be funded by the District, which 2018 Bonds constituted the second series of bonds issued pursuant to the Bond Authorization; and

WHEREAS, Section 5.17 of the Original Fiscal Agent Agreement authorizes the issuance by Supplemental Agreement of Additional Bonds (as such terms are defined in the Original Fiscal Agent Agreement) secured under the Original Fiscal Agent Agreement on a parity with the 2014 Bonds and the 2018 Bonds; and

WHEREAS, after due investigation and deliberation the City has determined that it is in the interests of the City and the District at this time for the City, for and on behalf of the District,

to provide for the issuance of its City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2019 in the initial aggregate principal amount of \$14,010,000 (the "2019 Bonds"), to provide moneys needed to construct and acquire the facilities necessary for development of property within the City; and

WHEREAS, this Supplemental Agreement No. 2 is a "Supplemental Agreement" as defined in Section 1.03 of the Original Fiscal Agent Agreement and the 2019 Bonds are "Additional Bonds" as defined in Section 1.03 of the Original Fiscal Agent Agreement and secured under the Original Fiscal Agent Agreement, as amended and supplemented by Supplemental Agreement No. 1 and this Supplemental Agreement No. 2, on a parity with the 2014 Bonds and the 2018 Bonds; and

WHEREAS, the City and the Fiscal Agent desire to enter into this Supplemental Agreement No. 2 pursuant to Section 5.17 of the Original Fiscal Agent Agreement and to provide for the issuance of the 2019 Bonds; and

WHEREAS, in providing for the issuance of the 2019 Bonds, it is necessary to supplement and amend the Original Fiscal Agent Agreement, as more particularly provided in Section 1 and Section 2 hereof, as such supplements and amendments are authorized by Sections 5.17 and 8.05 of the Original Fiscal Agent Agreement; and

WHEREAS, the City has determined that all acts and proceedings required by law necessary to make the 2019 Bonds, when executed by the City for the District, authenticated and delivered by the Fiscal Agent and duly issued, the valid, binding and legal special obligations of the City for the District, and to constitute the Original Fiscal Agent Agreement, as amended and supplemented by this Supplemental Agreement No. 2, a valid and binding agreement for the uses and purposes herein and therein set forth, in accordance with its terms, have been done or taken and the execution and delivery of this Supplemental Agreement No. 2 have been in all respects duly authorized.

AGREEMENT :

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. Supplement to Original Fiscal Agent Agreement. In accordance with the provisions of Section 5.17 and 8.05 of the Original Fiscal Agent Agreement, the Original Fiscal Agent Agreement is hereby amended by adding a new article thereto, to be designated as Article XI. Such Article XI shall read in its entirety as follows:

ARTICLE XI

2019 BONDS

Section 11.01. Definitions. The Original Fiscal Agent Agreement is amended to add or modify the following definitions to Section 1.03.

“Article XI” means this Article XI which has been incorporated in and made a part of this Agreement pursuant to Supplemental Agreement No. 2, together with all amendments of and supplements to this Article XI entered into pursuant to the provisions of Section 8.01.

“Continuing Disclosure Certificate” means (i) with respect to the 2014 Bonds, the Continuing Disclosure Certificate, dated December 18, 2014, by and between the City and Willdan Financial Services, in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof, (ii) with respect to the 2018 Bonds, the Continuing Disclosure Certificate, dated July 26, 2018, by and between the City and Willdan Financial Services, in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof, and (iii) with respect to the 2019 Bonds, the Continuing Disclosure Certificate, dated May 2, 2019, by and between the City and Willdan Financial Services, in its capacity as Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Interest Payment Dates” means (i) with respect to the 2014 Bonds, March 1 and September 1 of each year, commencing March 1, 2015, (ii) with respect to the 2018 Bonds, March 1 and September 1 of each year, commencing September 1, 2018, and (iii) with respect to the 2019 Bonds, March 1 and September 1 of each year, commencing September 1, 2019.

“Supplemental Agreement No. 2” means Supplemental Agreement No. 2 to Fiscal Agent Agreement, dated as of May 1, 2019, between the City, for and on behalf of the District, and the Fiscal Agent.

“2019 Bonds” means the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds, Series 2019, authorized to be issued under Section 11.02.

“2019 Costs of Issuance” means items of expense payable or reimbursable directly or indirectly by the City and related to the authorization, sale and issuance of the 2019 Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing and binding documents, closing costs, filing and recording fees, initial fees, expenses and charges of the Fiscal Agent including its first annual administration fee, expenses incurred by the City in connection with the issuance of the 2019 Bonds, financial advisor fees, 2019 Bond (underwriter’s) discount or underwriting fee, legal fees and charges, including bond counsel, disclosure counsel, charges for execution, transportation and safekeeping of the 2019 Bonds and other costs, charges and fees in connection with the foregoing.

“2019 Costs of Issuance Fund” means the fund by that name established and held by the Fiscal Agent pursuant to Section 11.07.

“2019 Improvement Account” means the account by that name established in Section 3(A) of this Supplemental Agreement No. 2.

“Term 2019 Bonds” means the 2019 Bonds maturing September 1, 2037, September 1, 2040, September 1, 2044 and September 1, 2049.

Section 11.02. Authorization of 2019 Bonds. 2019 Bonds in the aggregate principal amount of Fourteen Million Ten Thousand Dollars (\$14,010,000), are hereby authorized to be issued as Additional Bonds under and subject to the terms of this Agreement, the Act, and other applicable laws of the State of California. Jurisdiction is hereby reserved to issue Additional Bonds hereunder in the maximum principal amount of \$50,020,000 (not including refunding bonds); provided that the maximum aggregate principal amount of bonds which may be issued for the District, including Bonds outstanding under this Agreement, shall not exceed \$90,000,000 (not including refunding bonds).

Section 11.03. Terms of 2019 Bonds.

(A) Form; Denominations. The 2019 Bonds shall be issued as fully registered Bonds without coupons in the denomination of \$5,000 or any integral multiple of \$5,000 in excess thereof.

(B) Date of Bonds. The 2019 Bonds shall be dated the Closing Date for the 2019 Bonds.

(C) CUSIP Identification Numbers. “CUSIP” identification numbers shall be imprinted on the 2019 Bonds, but such numbers shall not constitute a part of the contract evidenced by the 2019 Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the 2019 Bonds. In addition, failure on the part of the City or the Fiscal Agent to use such CUSIP numbers in any notice to Owners shall not constitute an event of default or any violation of the City’s contract with such Owners and shall not impair the effectiveness of any such notice.

(D) Maturities, Interest Rates. The 2019 Bonds shall mature and become payable on September 1 in each of the years, and shall bear interest at the rates per annum (based on a 360-day year composed of 12 30-day months) as follows:

| <u>Maturity Date</u> <u>(Sept. 1)</u> | <u>Principal</u> <u>Amount</u> | <u>Interest</u> <u>Rate</u> | <u>Maturity Date</u> <u>(Sept.1)</u> | <u>Principal</u> <u>Amount</u> | <u>Interest</u> <u>Rate</u> |
|--|-----------------------------------|--------------------------------|---|-----------------------------------|--------------------------------|
| 2020 | \$45,000 | 5.000% | 2030 | \$265,000 | 5.000% |
| 2021 | 60,000 | 5.000 | 2031 | 295,000 | 3.000 |
| 2022 | 75,000 | 5.000 | 2032 | 320,000 | 3.125 |
| 2023 | 95,000 | 5.000 | 2033 | 350,000 | 3.125 |
| 2024 | 115,000 | 5.000 | 2034 | 375,000 | 3.250 |
| 2025 | 135,000 | 5.000 | 2035 | 405,000 | 3.250 |
| 2026 | 160,000 | 5.000 | 2037 | 915,000 | 3.375 |
| 2027 | 185,000 | 5.000 | 2040 | 1,670,000 | 5.000 |
| 2028 | 210,000 | 5.000 | 2044 | 2,950,000 | 5.000 |
| 2029 | 235,000 | 5.000 | 2049 | 5,150,000 | 5.000 |

(E) Interest and Method of Payment. Interest on the 2019 Bonds shall be payable as provided in Section 2.02(E) of this Agreement, with the Closing Date as used therein being the Closing Date as defined in Section 1.02, and payments shall be made on the 2019 Bonds as provided in Section 2.02(F), with the first Interest Payment Date being September 1, 2019_.

Section 11.04. Redemption of 2019 Bonds.

(A) Redemption. (i) *Optional Redemption.* The 2019 Bonds may be redeemed prior to maturity at the option of the City from any source of available funds, as a whole, or in part among maturities as shall be specified by an Officer's Certificate of the City and by lot within a maturity, on any date on and after September 1, 2026 at the following respective redemption prices (expressed as percentages of the principal amount of the 2019 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

| <u>Redemption Dates</u> | <u>Redemption Price</u> |
|---|-------------------------|
| Any Date from September 1, 2026 through August 31, 2027 | 103% |
| September 1, 2027 through August 31, 2028 | 102 |
| September 1, 2028 through August 31, 2029 | 101 |
| September 1, 2029 and any date thereafter | 100 |

(ii) *Mandatory Redemption From Prepayments.* The 2019 Bonds shall be subject to mandatory redemption from Prepayments of the Special Tax by property owners, in whole or in part among maturities as shall be specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2019 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

| <u>Redemption Dates</u> | <u>Redemption Price</u> |
|--|-------------------------|
| Interest Payment Dates from September 1, 2019 to and including March 1, 2027 | 103% |
| September 1, 2027 and March 1, 2028 | 102 |
| September 1, 2028 and March 1, 2029 | 101 |
| September 1, 2029 and any Interest Payment Date thereafter | 100 |

(iii) *Mandatory Sinking Payment Redemption.* The Term 2019 Bonds maturing September 1, 2037, September 1, 2040, September 1, 2044 and September 1, 2049 are subject to mandatory sinking payment redemption in part on September 1, 2036, September 1, 2038, September 1, 2041 and September 1, 2045, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to one hundred percent (100%) of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set [of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following table:

Term 2019 Bonds Maturing September 1, 2037

| Mandatory Redemption Date (Sept. 1) | Sinking Fund Payment |
|---|-------------------------|
| 2036 | \$440,000 |
| 2037 (maturity) | 475,000 |

Term 2019 Bonds Maturing September 1, 2040

| Mandatory Redemption Date (Sept. 1) | Sinking Fund Payment |
|---|-------------------------|
| 2038 | \$510,000 |
| 2039 | 555,000 |
| 2040 (maturity) | 605,000 |

Term 2019 Bonds Maturing September 1, 2044

| Mandatory Redemption Date (Sept. 1) | Sinking Fund Payment |
|---|-------------------------|
| 2041 | \$655,000 |
| 2042 | 705,000 |
| 2043 | 765,000 |
| 2044 (maturity) | 825,000 |

Term 2019 Bonds Maturing September 1, 2049

| Mandatory Redemption Date (Sept. 1) | Sinking Fund Payment |
|---|-------------------------|
| 2045 | \$890,000 |
| 2046 | 955,000 |
| 2047 | 1,025,000 |
| 2048 | 1,100,000 |
| 2049 (maturity) | 1,180,000 |

The amounts in the foregoing table shall be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2019 Bonds as directed by the City in an Officer's Certificate (which shall include a mandatory sinking fund schedule).

In lieu of redemption under this Section 11.04, moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2019 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2019 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase.

(B) Notice to Fiscal Agent. The City shall give the Fiscal Agent an Officer's Certificate containing notice of its intention to redeem 2019 Bonds pursuant to subsections (A)(i) and (A)(ii) not less than 60 days prior to the applicable redemption date.

(C) Purchase of Bonds in Lieu of Redemption. In lieu of redemption under Section 11.04(A), moneys in the Bond Fund may be used and withdrawn by the Fiscal Agent for purchase of Outstanding 2019 Bonds, upon the filing with the Fiscal Agent of an Officer's Certificate requesting such purchase, at public or private sale as and when, and at such prices (including brokerage and other charges) as such Officer's Certificate may provide, but in no event may 2019 Bonds be purchased at a price in excess of the principal amount thereof, plus interest accrued to the date of purchase and any premium which would otherwise be due if such 2019 Bonds were to be redeemed in accordance with this Agreement.

(D) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the Securities Depositories and to the Municipal Securities Rulemaking Board, and to the respective registered Owners of any 2019 Bonds designated for redemption, at their addresses appearing on the 2019 Bond registration books in the Principal Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such 2019 Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding 2019 Bonds are to be called for redemption, shall designate the CUSIP numbers and 2019 Bond numbers of the 2019 Bonds to be redeemed by giving the individual CUSIP number and 2019 Bond number of each 2019 Bond to be redeemed or shall state that all 2019 Bonds between two stated 2019 Bond numbers, both inclusive, are to be redeemed or that all of the 2019 Bonds of one or more maturities have been called for redemption, shall state as to any 2019 Bond called in part the principal amount thereof to be redeemed, and shall require that such 2019 Bonds be then surrendered at the Principal Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such 2019 Bonds will not accrue from and after the redemption date.

The City has the right to rescind any notice of the optional redemption of 2019 Bonds under Section 11.04(A)(i) by written notice to the Fiscal Agent on or prior to two Business Days prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the 2019 Bonds then called for redemption, and such cancellation shall not constitute an event of default. The City and the Fiscal Agent have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under this Section.

Upon the payment of the redemption price of 2019 Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, of the 2019 Bonds being redeemed with the proceeds of such check or other transfer.

Whenever provision is made in this Agreement for the redemption of less than all of the 2019 Bonds of any maturity, the 2019 Bonds to be redeemed shall be specified by an Officer's Certificate of the City, from all 2019 Bonds or such given portion thereof of such maturity by lot in any manner which the City in its sole discretion shall deem appropriate.

Upon surrender of 2019 Bonds redeemed in part only, the City shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the City, a new 2019 Bond or 2019 Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the 2019 Bond or 2019 Bonds.

(E) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the 2019 Bonds so called for redemption shall have been deposited in the Bond Fund, such 2019 Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on or after the redemption date specified in such notice.

All 2019 Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled 2019 Bonds and issue a certificate of destruction thereof to the City.

Section 11.05. Form of 2019 Bonds; Authentication and Delivery.

(A) Form of 2019 Bonds. The 2019 Bonds, the form of Fiscal Agent's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit D attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement and the Act.

(B) Execution of 2019 Bonds. The 2019 Bonds shall be executed on behalf of the City by the Mayor and the City Clerk of the City who are in office on the date of adoption of this Agreement or at any time thereafter, and the seal of the City may be impressed, imprinted or reproduced by facsimile signature thereon. If any officer whose signature appears on any 2019 Bond ceases to be such officer before delivery of the 2019 Bonds to the Owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the 2019 Bonds to the Owner. Any 2019 Bond may be signed and attested on behalf of the City by such persons as at the actual date of the execution of such 2019 Bond shall be the proper officers of the City although at the nominal date of such 2019 Bond any such person shall not have been such officer of the City.

Only such of the 2019 Bonds as shall bear thereon a certificate of authentication in the form set forth in Exhibit D, manually executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of the Fiscal Agent shall be conclusive evidence that such 2019 Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Agreement.

(C) Authentication and Delivery of 2019 Bonds. At any time after the execution of Supplemental Agreement No. 2 and delivery by the City of an Officer's Certificate that the requirements of Section 5.17 for the issuance of the 2019 Bonds as Additional Bonds have been met, the City may issue the 2019 Bonds for the District in the aggregate principal amount set forth in Section 11.02 and deliver the 2019 Bonds to the Original Purchaser. The Authorized Officers of the City are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of the 2019 Bonds in accordance with the provisions of the Act and this Agreement, as supplemented by Supplemental Agreement No. 1 and Supplemental Agreement No. 2, to authorize the payment of 2019 Costs of Issuance and costs of the Project by the Fiscal Agent from the proceeds of the 2019 Bonds and to do and

cause to be done any and all acts and things necessary or convenient for delivery of the 2019 Bonds to the Original Purchaser. The provisions of Sections 2.06 through 2.13 of the Original Fiscal Agent Agreement shall apply to the 2019 Bonds in a like manner as applied to the 2014 Bonds and the 2018 Bonds.

Section 11.06. Application of Proceeds of Sale of 2019 Bonds. The proceeds of the purchase of the 2019 Bonds by the Original Purchaser in the amount of \$15,248,164.95, calculated as 100% of the principal amount of the 2019 Bonds, less an underwriter's discount of \$136,597.50 and plus a net original issue premium of \$1,374,762.45, shall be paid to the Fiscal Agent, who shall forthwith set aside, pay over and deposit such proceeds on the Closing Date as follows:

- (i) Deposit in the 2019 Improvement Account of the Improvement Fund
\$13,570,654.90;
- (ii) Deposit in the 2019 Reserve Account of the Reserve Fund
\$1,176,485.80;
- (iii) Deposit in the 2019 Capitalized Interest Account of the Bond Fund
\$216,024.25; and
- (iv) Deposit in the 2019 Costs of Issuance Fund \$285,000.

In accordance with Section 4.03(A), the Fiscal Agent shall establish a separate subaccount within the Reserve Fund known as the "2019 Reserve Account," into which the amounts set forth in this Section 11.06 shall be deposited. The 2014 Reserve Account, the 2018 Reserve Account, and the 2019 Reserve Account shall be held by the Fiscal Agent within the Reserve Fund, and administered as set forth in the Agreement.

The Fiscal Agent may, in its discretion, establish a temporary fund or account in its books and records to facilitate transfers required under this Section 11.06.

Section 11.07. 2019 Costs of Issuance Fund. There is hereby established a separate fund to be known as the "2019 Costs of Issuance Fund", which shall be held by the Fiscal Agent in trust. Amounts in the 2019 Costs of Issuance Fund shall be disbursed from time to time to pay 2019 Costs of Issuance, as set forth in an Officer's Certificate containing respective amounts to be paid to the designated payees, signed by the Treasurer or a designee thereof and delivered to the Fiscal Agent. The Fiscal Agent shall pay all 2019 Costs of Issuance upon receipt of an invoice from any such payee which requests payment in an amount which is less than or equal to the amount set forth with respect to such payee in such Officer's Certificate, or upon receipt of an Officer's Certificate requesting payment of a 2019 Costs of Issuance not listed on the initial Officer's Certificate delivered to the Fiscal Agent on the Closing Date. Each Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts. The Fiscal Agent shall maintain the 2019 Costs of Issuance Fund for a period of 45 days from the Closing Date and then shall transfer any moneys remaining therein, including any investment earnings thereon, to the 2019 Improvement Account. Thereafter, every invoice received by the Fiscal Agent shall be paid from amounts on deposit in the 2019 Improvement Account and the Fiscal Agent shall close the 2019 Costs of Issuance Fund. Moneys in the 2019 Costs of Issuance Fund shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits resulting from said investment shall be retained by the Fiscal Agent in the 2019 Costs of

Issuance Fund to be used for the purposes of such fund. Each Officer's Certificate shall be sufficient evidence to the Fiscal Agent of the facts stated therein and the Fiscal Agent shall have no duty to confirm the accuracy of such facts.

Section 11.08. Procedure for Disbursement of 2019 Improvement Account.

(A) Disbursements. Disbursements from the 2019 Improvement Account shall be made by the Fiscal Agent according to the procedure set forth in Section 3.04, and an Officer's Certificate substantially in the form of Exhibit B to the Agreement (except that in such Officer's Certificate, reference shall be made to the 2019 Improvement Account and to the 2019 Bonds).

(B) Investment. Moneys in the Improvement Fund and the accounts established thereunder shall be invested and deposited in accordance with Section 6.01. Interest earnings and profits from the investment of amounts in the Improvement Fund shall be retained by the Fiscal Agent in the Improvement Fund to be used for the purposes of the Improvement Fund.

(C) Closing of Fund. Upon the filing of an Officer's Certificate stating that the portion of the Project to be financed from the Improvement Fund and the accounts established thereunder has been completed and that all costs of such portion of the Project have been paid or are not required to be paid from the Improvement Fund, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of principal of and interest on the Bonds in accordance with Section 4.02 and the Improvement Fund shall be closed.

Section 11.09. Security for 2019 Bonds. The 2019 Bonds shall be Additional Bonds which shall be secured in the manner and to the extent set forth in Articles IV and V, and in this Article XI.

Section 11.10. Effect of this Article XI. Except as in this Article XI expressly provided or except to the extent inconsistent with any provision of this Article XI, the 2019 Bonds shall be deemed to be "Bonds" under and within the meaning of Section 1.03, and every term and condition contained in the foregoing provisions of this Agreement shall apply to the 2019 Bonds with full force and effect, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Article XI.

SECTION 2. Attachment of Exhibit D. The Original Fiscal Agent Agreement is hereby further amended by incorporating therein an Exhibit D setting forth the form of the 2019 Bonds, which shall read in its entirety as set forth in Exhibit A attached hereto and hereby made a part hereof.

SECTION 3. Additional Amendments to Original Fiscal Agent Agreement. The Original Fiscal Agent Agreement is hereby further amended as follows:

(A) Section 3.04(A) of the Agreement is hereby amended by adding thereto, as a new fourth sentence thereof, the following: "There is also hereby created within the Improvement Fund a separate account designated as the "2019 Improvement Account" of the Improvement Fund, which account is hereby established for purposes of accounting for the use and disposition of 2019 Bond proceeds directed to the Improvement Fund pursuant to Sections 11.06 and 11.08."

(B) Section 4.02(A) of the Agreement is hereby amended by adding thereto, as a new last sentence of the first paragraph thereof, the following: "There is also hereby created within the Bond Fund a "2019 Capitalized Interest Account" which account is hereby established for purposes of accounting for the disposition of 2019 Bonds, a portion of the proceeds of which will be deposited to such 2019 Capitalized Interest Account pursuant to Section 11.06. The amount deposited to the 2019 Capitalized Interest Account and any investment earnings thereon shall be used solely to make payments on the 2019 Bonds, and the amount deposited to the 2019 Capitalized Interest Account and any investment earnings thereon shall be applied solely to make payments on the 2019 Bonds on September 1, 2019.

(C) The covenant of the City in Section 5.10 to apply the Tax Escalation Factor provided for in the rate and method of apportionment in each Fiscal Year beginning in Fiscal Year 2015-16 and continuing for each Fiscal Year thereafter through Fiscal Year 2047-48 is modified to delete "2047-48" and to replace it with "2048-49."

(D) The Reserve Requirement for the 2019 Bonds shall not be increased from the amount established upon issuance of the 2019 Bonds.

SECTION 4. Partial Invalidity. If any section, paragraph, sentence, clause or phrase of this Supplemental Agreement No. 2 shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Supplemental Agreement No. 2. The City hereby declares that it would have entered into this Supplemental Agreement No. 2 and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the 2019 Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Supplemental Agreement No. 2 may be held illegal, invalid or unenforceable.

SECTION 5. Execution in Counterparts. This Supplemental Agreement No. 2 may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6. Governing Law. This Supplemental Agreement No. 2 shall be construed and governed in accordance with the laws of the State of California applicable to contracts made and performed in such State.

IN WITNESS WHEREOF, the City and the Fiscal Agent have caused this Supplemental Agreement No. 2 to Fiscal Agent Agreement to executed as of May 1, 2019.

CITY OF ROSEVILLE, a municipal corporation,
for and on behalf of the City of Roseville
Westbrook Community Facilities District No. 1
(Public Facilities)

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.**, *as Fiscal Agent*

By: 

DOMINICK CASEY
City Manager

By: _____
Vice President

ATTEST:

By: 

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: 

ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

By: 

DENNIS KAUFFMAN
Chief Financial Officer

IN WITNESS WHEREOF, the City and the Fiscal Agent have caused this Supplemental Agreement No. 2 to Fiscal Agent Agreement to be executed as of May 1, 2019.

CITY OF ROSEVILLE, a municipal corporation,
for and on behalf of the City of Roseville
Westbrook Community Facilities District No. 1
(Public Facilities)

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.**, as *Fiscal Agent*



By: _____
Vice President

By: _____
DOMINICK CASEY
City Manager

ATTEST:

By: _____
SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

By: _____
ROBERT R. SCHMITT
City Attorney

APPROVED AS TO SUBSTANCE:

By: _____
DENNIS KAUFFMAN
Chief Financial Officer

EXHIBIT A TO SUPPLEMENTAL AGREEMENT NO. 2 TO FISCAL AGENT AGREEMENT

**EXHIBIT D
FORM OF 2019 BONDS**

**UNITED STATES OF AMERICA
STATE OF CALIFORNIA**

No. _____

\$ _____

**CITY OF ROSEVILLE
WESTBROOK COMMUNITY FACILITIES DISTRICT NO. 1 (PUBLIC FACILITIES)
SPECIAL TAX BOND
SERIES 2019**

| INTEREST RATE | MATURITY DATE | BOND DATE | CUSIP |
|---------------|--------------------|-------------|-------|
| | September 1, _____ | _____, 2019 | |

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Roseville (the "City") for and on behalf of the City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) (the "District"), for value received, hereby promises to pay solely from the Special Tax (as hereinafter defined) to be collected in the District or amounts in certain funds and accounts held under the Agreement (as hereinafter defined), to the Registered Owner named above, or registered assigns (the "Owner"), 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 Bond Date shown above, or from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, semiannually on March 1 and September 1, commencing September 1, 2019 (the "Interest Payment Dates"), at the Interest Rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this 2019 Bond is payable to the Owner hereof in lawful money of the United States of America upon presentation and surrender of this 2019 Bond at a designated corporate trust office of The Bank of New York Mellon Trust Company, N.A., as fiscal agent (the "Fiscal Agent"). Interest on this 2019 Bond shall be paid by check of the Fiscal Agent mailed by first class mail on each Interest Payment Date to the Owner hereof as of the close of business on the 15th day of the month preceding the month in which the Interest Payment Date occurs (the "Record Date") at such Owner's address as it appears on the registration books maintained by the Fiscal Agent, or by wire transfer made on such Interest Payment Date upon written instructions delivered to the Fiscal Agent by the applicable Record Date of any Owner of \$1,000,000 or more in aggregate principal amount of 2019 Bonds.

This 2019 Bond is one of a duly authorized issue of bonds approved by resolution of the City Council of the City on April 3, 2019 (the "Resolution"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311, *et seq.*, of the California Government Code (the "Mello-Roos Act") for the purpose of providing moneys for the

construction and acquisition of improvements within the District, and is one of the bonds designated “City of Roseville Westbrook Community Facilities District No. 1 (Public Facilities) Special Tax Bonds Series 2019” (the “2019 Bonds”). The issuance of the 2019 Bonds and the terms and conditions thereof are provided for by a Fiscal Agent Agreement, dated as of December 1, 2014, as amended and supplemented by Supplemental Agreement No. 1 to Fiscal Agent Agreement dated as of July 1, 2018, and by Supplemental Agreement No. 2 to Fiscal Agent Agreement dated as of May 1, 2019 (collectively, the “Agreement”), in each case, by and between the City and the Fiscal Agent, and this reference incorporates the Agreement herein, and by acceptance hereof the Owner of this 2019 Bond assents to said terms and conditions. The Agreement is authorized under, this 2019 Bond is issued under and both are to be construed in accordance with, the laws of the State of California.

Pursuant to the Mello-Roos Act, the Agreement and the Resolution, the principal of and interest on this 2019 Bond are payable, on a parity with previously issued bonds by the City for the District, solely from the annual special tax authorized under the Mello-Roos Act to be collected within the District (the “Special Tax”) and certain funds held under the Agreement.

Interest on this 2019 Bond shall be payable from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated on an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) such date of authentication is after a Record Date but on or prior to an Interest Payment Date, in which event interest will be payable from such Interest Payment Date, or (iii) such date of authentication is prior to the first Record Date, in which event interest will be payable from the 2019 Bond Date shown above; provided however, that if at the time of authentication of this 2019 Bond, interest is in default hereon, this 2019 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment hereon.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City as may be permitted by law. The 2019 Bonds do not constitute obligations of the City for which the City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described herein above.

The 2019 Bonds may be redeemed prior to maturity at the option of the City from any source of available funds, as a whole or in part, on any date on and after September 1, 2026 at the following respective redemption prices (expressed as percentages of the principal amount of the 2019 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

| <u>Redemption Dates</u> | <u>Redemption Price</u> |
|---|--------------------------------|
| Any Date from September 1, 2026 through August 31, 2027 | 103% |
| September 1, 2027 through August 31, 2028 | 102 |
| September 1, 2028 through August 31, 2029 | 101 |
| September 1, 2029 and any date thereafter | 100 |

The 2019 Bonds are subject to mandatory redemption from prepayments of the Special Tax by property owners, in whole or in part among maturities as are specified by the City and by lot within a maturity, on any Interest Payment Date at the following respective redemption prices (expressed as percentages of the principal amount of the 2019 Bonds to be redeemed), plus accrued interest thereon to the date of redemption:

| <u>Redemption Dates</u> | <u>Redemption Price</u> |
|--|-------------------------|
| Interest Payment Dates from September 1, 2019 to and including March 1, 2027 | 103% |
| September 1, 2027 and March 1, 2028 | 102 |
| September 1, 2028 and March 1, 2029 | 101 |
| September 1, 2029 and any Interest Payment Date thereafter | 100 |

The Term 2019 Bonds maturing September 1, 2037, September 1, 2040, September 1, 2044 and September 1, 2049 are subject to mandatory sinking payment redemption in part on September 1, 2036, September 1, 2038, September 1, 2041 and September 1, 2045, respectively, and on each September 1 thereafter to maturity, by lot, at a redemption price equal to 100% of the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts as set forth in the following tables:

Term 2019 Bonds Maturing September 1, 2037

| Mandatory Redemption Date (Sept. 1) | Sinking Fund Payment |
|---|-------------------------|
| 2036 | \$440,000 |
| 2037 (maturity) | 475,000 |

Term 2019 Bonds Maturing September 1, 2040

| Mandatory Redemption Date (Sept. 1) | Sinking Fund Payment |
|---|-------------------------|
| 2038 | \$510,000 |
| 2039 | 555,000 |
| 2040 (maturity) | 605,000 |

Term 2019 Bonds Maturing September 1, 2044

| Mandatory Redemption Date (Sept. 1) | Sinking Fund Payment |
|---|-------------------------|
| 2041 | \$655,000 |
| 2042 | 705,000 |
| 2043 | 765,000 |
| 2044 (maturity) | 825,000 |

Term 2019 Bonds Maturing September 1, 2049

| Mandatory Redemption Date (Sept. 1) | Sinking Fund Payment |
|---|-------------------------|
| 2045 | \$890,000 |
| 2046 | 955,000 |
| 2047 | 1,025,000 |
| 2048 | 1,100,000 |
| 2049 (maturity) | 1,180,000 |

The amounts in the foregoing table shall be reduced pro rata, in order to maintain substantially uniform debt service, as a result of any prior partial optional redemption or mandatory redemption of the 2019 Bonds as directed by the City in an Officer's Certificate.

Notice of redemption with respect to the 2019 Bonds to be redeemed shall be given to the Owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This 2019 Bond shall be registered in the name of the Owner hereof, as to both principal and interest. Each registration and transfer of registration of this 2019 Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

No transfer or exchange 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 Owner's order. The Fiscal Agent shall require the Owner requesting transfer or exchange to pay any tax or other governmental charge required to be paid with respect to such transfer or exchange. No transfer or exchange hereof shall be required to be made (i) within 15 days prior to the date established by the Fiscal Agent for selection of 2019 Bonds for redemption or (ii) with respect to a 2019 Bond after such 2019 Bond has been selected for redemption.

The Agreement and the rights and obligations of the City thereunder may be modified or amended as set forth therein. The principal of the 2019 Bonds is not subject to acceleration upon a default under the Agreement or any other document.

This 2019 Bond shall not become valid or obligatory for any purpose until the certificate of authentication hereon endorsed shall have been dated and manually 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 2019 Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this 2019 Bond, together with all other indebtedness of the City, does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

Unless this 2019 Bond is presented by an authorized representative of The Depository Trust Company to the Fiscal Agent for registration of transfer, exchange or payment, and any 2019 Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to

Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

IN WITNESS WHEREOF, the City of Roseville has caused this 2019 Bond to be dated May 2, 2019, to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk.

CITY OF ROSEVILLE

By: _____
Mayor

Attested:

By: _____
City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the 2019 Bonds described in the Resolution and the Agreement.

Dated: _____, 2019

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A., as Fiscal Agent**

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer unto

(Name, address and Tax identification Number of Assignee)

the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____, attorney, _____ to transfer the same on the registration books of the Fiscal Agent with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.