



CSCDA
CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY



**AGENDA OF THE
REGULAR MEETING OF THE
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY**

January 29, 2015

10:00 a.m.

**California State Association of Counties
1100 K Street, 1st Floor
Sacramento, California**

3130 Flavin Lane
Pebble Beach, CA 93953

County of Butte
7 County Center Drive
Oroville, CA 95965

- I. Call the Roll (alternates designate which member they are representing).
- II. Consideration of the Minutes of the January 15th Regular Meeting.
- III. Staff Updates.
- IV. Consideration of the Consent Calendar.
- V. Consideration of resolution approving Master Assignment Agreement for CaliforniaFIRST PACE Program to permit assignment of the Contractual Assessment pursuant to AB1883.
- VI. Consideration of resolution approving certain Power Purchase Agreement Structures for CaliforniaFIRST PACE Program to pursuant to AB1883.
- VII. Residential and Commercial California FIRST Program Update.
- VIII. Public Comment.

This ___ page agenda was posted at 1100 K Street, Sacramento, California on _____, 2015 at ___: ___ m,
Signed _____. Please fax signed page to (925) 933-8457.

IX. Adjourn.

This ___ page agenda was posted at 1100 K Street, Sacramento, California on _____, 2015 at ___: ___ __m,
Signed _____ . Please fax signed page to (925) 933-8457.



**CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
CONSENT CALENDAR**

1. Consent Calendar:
 - a. Approval of Wells Fargo Corporate Trust Services Invoice #1141579 for \$2,200.00 for trustee fees related to CSCDA Orinda Wilder Series 2007A Bonds.
 - b. Inducement of Seabreeze Vallejo, LLC (Seabreeze Apartments), City of Vallejo, County of Solano; issue up to \$27 million in multi-family housing revenue bonds.

Thursday, January 29, 2015

Note: Persons requiring disability-related modification or accommodation to participate in this public meeting should contact (925) 933-9229, extension 225.

Item II.

Consideration and approval of the Minutes of January 15th Regular Meeting.

**REGULAR MEETING OF THE
CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
(CSCDA)**

California State Association of Counties
1100 K Street, Sacramento, California

January 15, 2015

MINUTES

Commission chair Larry Combs called the meeting to order at 10:03 am.

I. Roll Call.

Commission members present: Larry Combs, Terry Schutten and Dan Harrison. Tim Snellings, Ron Holly (representing Dan Mierzwa) and Brian Moura (representing Irwin Bornstein) participated by conference telephone.

CSCDA Executive Director, Catherine Bando was present.

Others present included: Perry Stottlemeyer and Norman Coppinger, League of California Cities; Caitlin Lanctot, GPM Municipal Advisors; Laura Labanieh and Nancy Parrish, CSAC Finance Corporation; Jon Penkower and James Hamill, Bridge Strategic Partners; and Mark Paxson, State Treasurer's Office. Scott Carper, GPM Municipal Advisors; Mimi Frusha, Renewable Funding; Greg Stepanicich, Richards Watson & Gershon; and Josh Anzel, Jones Hall, participated by conference telephone.

II. Approval of minutes—December 18, 2014.

The commission approved the minutes for the regular meeting held December 18, 2014.

Motion to approve by Schutten; second by Harrison; unanimously approved by roll-call vote.

III. Staff Updates.

None.

IV. Approval of Consent Calendar.

1. Approve the City of San Pablo as a program participant.
2. Induce the following projects:
 - a. Community Preservation Partners, LLC (Amberwood I & II Apartments), City of Hanford, County of Kings; issue up to \$6 million in multifamily housing revenue bonds.

- b. St. Timothy's Preservation, LP (St. Timothy's Tower and Manor), City of Compton. County of Los Angeles; issue up to \$18 million in multifamily revenue bonds.
- c. WP Palmer Family Apartments, LP (Palmer Family Villas), City of Huron, County of Fresno; issue up to \$14 million in multifamily housing revenue bonds.
- d. Summit Rose Apartments, LP (Summit Rose Apartments), City of Escondido, County of San Diego; issue up to \$10 million in multifamily housing revenue bonds.

3. Approve the following bill for payment:

- a. Wells Fargo Corporate Trust Services, invoice #1131846.

Motion to approve by Harrison; second by Schutten; unanimously approved by roll-call vote.

V. Approve the financing; all necessary actions; the execution and delivery of all necessary documents and authorize any member to sign all necessary financing documents for the following:

- a. NW Manor Community Partners, LP (Northwest Manor I), City of Pasadena, County of Los Angeles; issue up to \$9 million in multifamily housing revenue bonds.

NW Manor Community Partners, LP has requested CSCDA to issue and deliver the anticipated amount of \$9 million to finance the acquisition and rehabilitation of a 44-unit apartment complex. The project was constructed in the 1960s and consists of four two-story buildings. The rehabilitation includes substantial repairs and upgrades to both the exterior and interiors of the property, including new roof, new windows, stucco repair, paint, new stairwell railings energy efficient lighting, carport repair, laundry room upgrades, landscaping and new playgrounds. Interiors will receive new kitchen and bathroom upgrades, flooring, energy efficient lighting, smoke detectors, paint, ceiling fans and water heaters.

The rehab will commence in February 2015 and is expected to take approximately six months to complete. The borrower has previously constructed or rehabilitated nearly 60 multifamily and senior housing properties, including 18 projects with CSCDA.

Executive Director Bando has reviewed the transaction, and based on the project's overall public benefit, as well as compliance with CSCDA's issuance policies, recommends that the Commission approve the project as submitted.

Motion to approve the project, as recommended by Executive Director Bando, by Snellings; second by Schutten; unanimously approved by roll-call vote.

- b. Little Zion Manor, LP (Little Zion Manor), City of San Bernardino, County of San Bernardino; up to \$12 million in multifamily housing revenue bonds.

Little Zion Manor, LP has requested CSCDA to issue and deliver the anticipated amount of \$12 million to finance the acquisition and rehabilitation of a 125-unit apartment complex. The project was constructed in 1982 on a 12.24 acre site and consists of 31 residential buildings, plus

one community building with offices, computer lab, community kitchen and laundry facility. The rehabilitation includes improvements to the residential units, building exteriors, community building and site. The project will greatly improve the functionality, aesthetics, security and energy efficiency in order to benefit both tenants and the community. Residential units will get new windows, entry doors, toilets and other bathroom fixtures, kitchen cabinets and countertops, paint, blinds, furnaces, smoke detectors, appliances and drywall repairs. Exteriors will get new paint, gutter repairs, roof, stucco repairs, electrical upgrades, new asphalt and general landscaping.

The rehab will commence in February 2015 and is expected to take approximately 11 months to complete. The borrower has previously constructed or rehabilitated nearly 85 multifamily and senior housing properties, but this is their first project with CSCDA.

Based on the overall public benefits and project conformance with CSCDA issuance policies, Executive Director Bando recommends approval of the project as submitted.

Motion to approve the project, as recommended by Executive Director Bando, by Holly; second by Harrison; unanimously approved by roll-call vote.

- c. Aldersly Retirement Corporation (Aldersly Project), City of San Rafael, County of Marin; up to \$7.5 million in revenue bonds.

Aldersly Retirement Corporation has requested CSCDA to issue and deliver the anticipated amount of \$7.5 million to refund outstanding debt on the retirement community. The community consists of 56 residential units, 30 assisted living units and a 26-bed skilled nursing facility, located on a 3.5 acre campus.

Based on the overall public benefits and compliance with CSCDA general and issuance policies, subject to the bonds receiving a rating of at least BBB-, Executive Director Bando recommends approval of the project as submitted.

Motion to approve the project, subject to Executive Director Bando's recommendation, by Schutten; second by Harrison; unanimously approved by roll-call vote.

VI. Consideration of resolution approving an amended and restated master indenture for the CaliforniaFIRST program reflecting the 2014 program expansion and other modifications to reflect operational matters; and approving consolidated Notice of Assessment and Payment of Contractual Assessment.

Josh Anzel of Jones Hall explained that changes to the indenture are very minor in that they reflect the 2014 program expansion and some small mechanical fixes. Greg Stepanicich explained that Tricia Ortiz reviewed the changes and has no concerns.

Dan Harrison thanked Josh and Greg for their comments and explained that it was difficult to know what changes were made to the document because a strikeout edition of the document, showing changes, was not made available to commissioners. Larry Combs suggested that in the future, commissioners should receive a summary of changes or modifications to such documents.

After discussion, Harrison made a motion to approve this agenda item; second by Schutten; unanimously approved by roll-call vote.

VII. Public comment.

Mimi Frusha of Renewable Funding presented the commissioners with a brief update on the CaliforniaFIRST residential and commercial PACE programs.

VIII. Adjournment.

Commission chair Larry Combs adjourned the meeting at 10:23 am.

Submitted by: Perry Stottlemeyer, League of California Cities staff

*The next regular meeting of the commission is scheduled for
Thursday, January 29, at 10:00 a.m.
in the California Association of Counties' office at 1100 K Street, Sacramento, California.*

Item IV.
Consideration of the Consent Calendar

- a. Approval of Wells Fargo Corporate Trust Services Invoice #1141579 for \$2,200.00 for trustee fees related to CSCDA Orinda Wilder Series 2007A Bonds

- b. Inducement of Seabreeze Vallejo, LLC (Seabreeze Apartments), City of Vallejo, County of Solano, issue up to \$27 million in multi-family housing revenue bonds.

Fee Invoice

Corporate Trust Services



Invoice Number 1141579	Billing Date 12/03/2014	Due Date 01/02/2015	Amount Due \$2,200.00 <i>Please mail or wire payment to:</i>
CSCDA Luis Castro 2999 Oak Road Suite 710 Walnut Creek, CA 94597			Mailing Address: Wells Fargo Bank WF 8113 P.O. Box 1450 Minneapolis, MN 55485-8113
			Wire Instructions: ABA #: 121000248 DDA #: 1000031565 Swift Code: WFB1US6S Reference: Invoice #, Acct Name, Attn Name
			ACH Instructions: ABA #: 091000019 DDA #: 1000031565 Memo: Invoice #, Account Name, Attn Name

Please return this portion of the statement with your payment in the envelope provided:

Please retain this portion for your records

Account Number: 22655900
CSCDA Orinda Wilder 2007A

Administration Charges

For the Period 12/18/2014 through 12/17/2015

Trustee Fee

\$2,200.00

Total Amount Due:

\$2,200.00

Billings past due are subject to an 18% annual finance charge of the balance due.

Applicant Information

Primary Contact E-mail: paul@integrityhousing.org

Name of Developer: **Integrity Housing**

TIN or EIN: **47-2316517**

Primary Contact

First Name: **Philip**

Last Name: **Wood**

Title: **Vice President**

Address:

Street: **4 Venture**

Suite: **295**

City: **Irvine**

State: **California**

Zip: **92618**

Phone: **(949) 727-3656**

Ext:

Fax:

Email: phil@integrityhousing.org

Borrower Description:

Same as developer ?

Name of Borrowing Entity: **IH Seabreeze Vallejo LLC**

Type of Entity:

For-profit Corporation

Non-profit Corporation

Partnership

Other (specify):

Will you be applying for State Volume Cap?

Date Organized: **11/12/14**

No. of Multi-Family Housing Projects Completed in the Last 10 Years: **10**

No. of Low Income Multi-Family Housing Projects Completed in the Last 10 Years: **10**

Secondary Contact

First Name: **Paul**

Last Name: **Carroll**

Title:

Address:

Street : **4 Venture**

Suite: **295**

City: **Irvine**

State: **California**

Zip: **92618**

Phone: **(310) 890-5124**

Ext:

Fax:

Email: paul@integrityhousing.org

Primary Billing Contact

Organization: **IH Seabreeze Vallejo LLC**

First Name: **Philip**

Last Name: **Wood**

Title: **Vice President**

Address

Street: **4 Venture**

Suite: **295**

City: **Irvine**

State: **California**

Zip: **92618**

Phone: **(949) 727-3656**

Ext:

Fax:

Email: phil@integrityhousing.org

Project Information

Project Information

Project Name: **Seabreeze Apartments**

New Project Name(optional):

Facility Information

Facility #1

Facility Name: **Seabreeze Apartments**

Facility Bond Amount: \$23,825,000.00

Project Address:

Street or general location: **100 Larissa Lane**

City: **Vallejo**

State: **California**

Zip: **94590**

County: **Solano**

Is Project located in an unincorporated part of the County? Y N

Total Number of Units:

Market: **147**

Restricted: **37**

Total: **184**

Lot size: **8 acres**

Amenities:

Each unit in the property contains ample closet space, heating, approved window coverings, a mix of vinyl/linoleum flooring and carpet throughout the unit. The kitchens are furnished with a double-sink, garbage disposal, cabinets, stove/range, fridge.

Type of Construction (i.e., Wood Frame, 2 Story, 10 Buildings):

15 two-story garden style buildings. The roof is wood-framed, covered with shingles. A vinyl siding finish makes up the exterior walls.

Type of Housing:

New Construction

Acquisition/Rehab

Facility Use:

Family

Senior

Is this an Assisted Living Facility?

Has the City or County in which the project is located been contacted? If so, please provide name, title, telephone number and e-mail address of the person contacted:

Name of Agency: **City of Vallejo Housing & Community**

Development

First Name: Anne

Last Name: Putney

Title: Manager

Phone: (707) 648-4408

Ext:

Fax: (707) 648-5249

Email: aputney@ci.vallejo.ca.us

Public Benefit Info:

Percentage of Units in Low Income Housing: 20

Percentage of Area Median Income(AMI) for Low Income Housing Units: 50

Total Number of Management Units: 1

#	Bedrooms (Unit Size)	%AMI	No. of restricted units	Restricted rent	Market rent	Expected savings
1.	1 Bedroom	50		767.00	1,025.00	258.00
2.	2 Bedrooms	50	25	862.00	1,150.00	288.00

Note: Restricted Rent must be least 10% lower than Market Rent and must be lower than the HUD Rent limit.

Government Information

Project/Facility is in:

Congressional District #:

5

State Senate District #:

3

State Assembly District #:

14

Financing Information

Financing Information

Maturity 40 Years

Interest Rate Mode:

Fixed

Variable

Type of Offering:

Public Offering

Private Placement

New Construction

Acquisition of Existing Facility

Refunding

(Refunding only) Will you be applying for State Volume Cap? Yes No

Is this a transfer of property to a new owner? Yes No

Construction Financing:

Credit Enhancement

None

Letter of Credit

Other (specify)

Name of Credit Enhancement Provider or Private Placement Purchaser:

Permanent Financing:

Credit Enhancement

None

Letter of Credit

Other (specify)

Name of Credit Enhancement Provider or Private Placement Purchaser: East West Bank

Expected Rating:

Unrated

Moody's:

S&P:

Fitch:

AA+/A-1+

Projected State Allocation Pool:

General Mixed Income Rural

Will the project use Tax-Credit as a source of funding? Y N

Sources and Uses

Sources and Uses

Sources Of Funding

Tax-Exempt Bond Proceeds:	<u>\$16,125,000.00</u>
Taxable Bond Proceeds:	<u>\$</u>
Projected Tax Credits:	<u>\$</u>
Developer Equity:	<u>\$450,000.00</u>
Other Funds (Describe):	
Subordinate Tax Exempt Bond Proceeds	<u>\$7,700,000.00</u>
	<u>\$</u>
	<u>\$</u>
	<u>\$</u>
	<u>\$</u>
Total Sources:	<u>\$24,275,000.00</u>

Uses:

Land Acquisition:	<u>\$</u>
Building Acquisition:	<u>\$21,500,000.00</u>
Construction or Remodel:	<u>\$1,000,000.00</u>
Cost of Issuance:	<u>\$440,000.00</u>
Capitalized Interest:	<u>\$</u>
Reserves:	<u>\$400,000.00</u>
Other Uses (Describe):	
Credit Bank Costs	<u>\$520,000.00</u>
Transaction Costs	<u>\$15,000.00</u>
Developer Fee	<u>\$400,000.00</u>
	<u>\$</u>
	<u>\$</u>
Total Uses:	<u>\$24,275,000.00</u>

Financing Team Information

Bond Counsel

Firm Name: Orrick, Herrington & Sutcliffe, LLP

Primary Contact

First Name: Thomas

Last Name: Downey

Title: Special Counsel

Address:

Street: 405 Howard Street

Suite:

City: San Francisco

State: California

Zip: 94105

Phone: 415-773-5965

Ext:

Fax: 415-773-5759

Email: tdowney@orrick.com

Bank/Underwriter/Bond Purchaser

Firm Name: Hutchinson Shockey Erley & Co

Primary Contact

First Name: Lauro

Last Name: Garcia

Title: Senior Vice President

Address:

Street: 2020 Cordero Road

Suite:

City: Del Mar

State: California

Zip: 92014

Phone: 602-538-0073

Ext:

Fax:

Email: lgarcia@hsemuni.com

Financial Advisor

Firm Name: TBD

Primary Contact

First Name: TBD

Last Name: TBD

Title: TBD

Address:

Street: TBD

Suite:

City: TBD

State: California

Zip: 11111

Phone: 111-111-1111

Ext:

Fax:

Email: Financial@advisor.com

Rebate Analyst

Firm Name: TBD

Primary Contact

First Name: TBD

Last Name: TBD

Title: TBD

Address:

Street: TBD

Suite:

City: TBD

State: California

Zip: 11111

Phone: 111-111-1111

Ext:

Fax:

Email: Rebate@analyst.com

Item V.

Consideration of resolution approving Master Assignment Agreement of CaliforniaFIRST PACE Program to permit assignment of the Contractual Assessment pursuant to AB1883.

Item VI.

Consideration of resolution approving certain Power Purchase Agreement Structures for CaliforniaFIRST PACE Program to pursuant to AB1883.

SUMMARY AND APPROVALS

DATE: JANUARY 29, 2015

CSCDA PROGRAM: CALIFORNIAFIRST – PROPERTY ASSESSED CLEAN ENERGY PROGRAM

PURPOSE:

I. CONSIDERATION OF RESOLUTION APPROVING MASTER ASSIGNMENT AGREEMENT FOR CALIFORNIAFIRST PACE PROGRAM TO PERMIT ASSIGNMENT OF THE CONTRACTUAL ASSESSMENT PURSUANT TO AB1883.

II. CONSIDERATION OF RESOLUTION APPROVING CERTAIN POWER PURCHASE AGREEMENT STRUCTURES FOR CALIFORNIAFIRST PACE PROGRAM TO PURSUANT TO AB1883.

III. RESIDENTIAL CALIFORNIA FIRST PROGRAM UPDATE.

Background:

CSCDA established CaliforniaFIRST, a multi-jurisdiction Property Assessed Clean Energy (“PACE”) program, in 2008. PACE is a financing tool that allows property owners to secure upfront funding for energy and water-saving improvements, which they repay through a voluntary contractual assessment lien on their property tax bill. The Commission is being asked to consider two items for the CaliforniaFIRST program: 1. A resolution approving the agreement that permits the assignment of contractual assessments; and 2. A resolution approving certain power purchase agreement structures.

Discussion:

The CaliforniaFIRST Commercial PACE program has been launched since September 2012 and the Residential PACE program since May 2014. The Program Administrator, Renewable Funding, regularly seeks to improve the program for the benefit of property owners and recent law changes have offered this opportunity. With the passage of AB 1883, the Improvement Act of 1911 was further modified to permit the following: 1) the assignment of voluntary contractual assessments to investors prior to the issuance of bonds subject to an agreement that would specify the period of assignment or transfer, not to exceed 3 years, and 2) additional flexibility for power purchase agreements or leases financed using the fund from contractual assessments.

The Resolution authorizing the Master Assignment Agreement authorizes the form of the Master Assignment Agreement that would allow CSCDA to assign a voluntary contractual assessment to an investor for a specified period of time, not to exceed 3 years.

Additionally, CSCDA is being asked to consider a Resolution that would authorize certain Power Purchase Agreement Structures for various structures of third party ownership used for the installation of solar photovoltaic systems such as power purchase agreements and leases to be financed with voluntary contractual assessments.

Program Update:

The CaliforniaFIRST Residential PACE program rolled out over the summer was fully launched in the original 17 counties in September 2014. With the completion of the statewide validation in November 2014, the program has expanded into a number of new cities and counties. Key highlights about program include:

- There are over 370 approved contractors in the program
- There are 160 individual cities in the program representing 27 counties
- Over 2,250 applications have been received representing nearly \$50M in value
- The average assessment amount is \$22,000.
- Financings have occurred in cities or unincorporated areas of the following 18 counties: Alameda, Contra Costa, Fresno, Kern, Marin, Monterey, Napa, Sacramento, San Diego, San Joaquin, San Luis Obispo, San Mateo, Santa Clara, Santa Cruz, Solano, Tulare, Ventura, and Yolo
- 229 assessment contracts representing \$5.05 M in value have been funded through bond issuances.

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

CaliforniaFIRST PROGRAM

MASTER ASSIGNMENT AND ASSUMPTION AGREEMENT

This MASTER ASSIGNMENT AND ASSUMPTION AGREEMENT (this “*Agreement*”) is made and entered into effective as of January [___], 2015 (the “*Effective Date*”) by and between California Statewide Communities Development Authority, a joint exercise of powers the members of which include numerous cities and counties in the State of California (“*Transferor*”), and [INVESTOR ENTITY], a [_____] (“*Transferee*”).

1. **Definitions.**

(a) “*Accredited Investor*” has the meaning given to it in Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended.

(b) “*Assessment Contract*” means an Agreement to Pay Assessment and Finance Improvements by a Property Owner and the Transferor entered into as contemplated by Cal. SHC § 5898.10 et seq. substantially in the form attached hereto as Exhibit B.

(c) “*Assignment Date*” means, for a particular Transferred Interest, the “date of transfer” indicated in an Assignment Instrument executed by Transferor and Transferee.

(d) “*Assignment Instrument*” means an Assignment Instrument in the form attached hereto as Exhibit A that specifies, among other things, the Assessment Contract(s) being assigned on such date and the consideration payable on such date by the Transferee.

(e) “*Assignment Term*” means with respect to any Transferred Interest, the period beginning on (and including) the applicable Assignment Date and ending on (but excluding) the applicable Assignment Termination Date.

(f) “*Assignment Termination Date*” means, with respect to a Transferred Interest, the earlier of the third (3rd) anniversary of the Assignment Date of such Transferred Interest (in accordance with California Streets and Highways Code Section 5898.28(b)), or the re-conveyance of the Transferred Interest from Transferee to Transferor in exchange for a PACE Bond or cash, as applicable.

(g) “*Business Day*” means any day other than a Saturday, a Sunday, or a day on which banks in the state of California are authorized or permitted to close.

(h) [“*Collection Account*” means that certain deposit account, no. [_____] held by the Depository subject to that certain [Account Control Agreement], dated as of the date hereof, by and between the Depository, Transferor, and Transferee.]

(i) “*Complying PACE Bonds*” means with respect to any Transferred Interests as of any date of determination, PACE Bonds having the PACE Bond Parameters with respect to such Transferred Interests.

(j) [“*Depository*” means [_____] .]

(k) “*Exchanged Transferred Interests*” has the meaning set forth in Section 5(b) hereof.

Exhibit C. (l) “**Indenture**” means a bond indenture substantially in the form attached hereto as

(m) “**Issue Date**” has the meaning set forth in Section 5(b) hereof.

(n) “**PACE Bond**” means a bond issued by the Transferor under an Indenture secured by Transferor’s right to receive payment pursuant to one or more Assessment Contracts.

(o) “**PACE Bond Parameters**” means, as of any date of determination, with respect to any PACE Bonds issued to Transferee on such date of determination in exchange for the reassignment of one or more Transferred Interests on such date of determination, and/or in connection with Transferred Interests whose the Assignment Terms are expiring on such date of determination, one or more PACE Bonds,

(i) the principal amount, maturity date(s), amortization schedules and interest rates of which, in the aggregate, produce cash flows that replicate [as closely as possible (both as to amount and timing)] the remaining expected cash flows under the Assessment Contract(s) relating to such Transferred Interest(s) after such date of determination; and

(ii) that complies or comply with the Authority’s bond issuance policies as of the date of the applicable Assignment Date and

(iii) any purchaser of which must be an Accredited Investor.

To the extent there are any delinquent amounts under the Assessment Contracts relating to the Transferred Interest(s) referred to in (i) or (ii) above as of such date of determination, for purposes of determining the applicable PACE Bond Parameters with respect to such Transferred Interest(s), such delinquent payments will be treated as being scheduled to be due and payable on [such date of determination].

(p) [“**Program Account**” means that certain deposit account no. [_____] held by the Depository subject to that certain Account Control Agreement.]

(q) “**Program Guidelines**” means, collectively, the CaliforniaFIRST Program Report and CaliforniaFIRST Program Handbook, each as amended from time to time.

(r) “**Property Owner**” means an owner of non-residential real property, including four or more units of residential real property, that is a party to an Assessment Contract.

(s) “**Re-Conveyance Instrument**” means an assignment instrument substantially in the form attached hereto as Exhibit D.

(t) “**SPE**” has the meaning set forth in Section 5(f) hereof.

(u) “**Tax Collector**” means each applicable taxing authority responsible for the collection of amounts paid by Property Owners in connection with Assessment Contracts.

(v) “**Transferred Interest**” means, with respect to an Assessment Contract as to which Transferor and Transferee have executed an Assignment Instrument, all right, title and interest to receive payment from the applicable Property Owner of (i) the Initial Assessment (as defined in the Assessment Contract) pursuant to Section 3(a) of the Assessment Contract and (ii) interest on the unpaid Initial Assessment receivable pursuant to the applicable Assessment Contract; provided that notwithstanding anything in the applicable Assessment Contract to the contrary, any such interest shall accrue to the

benefit of the Transferee from the date the Transferred Interest is assigned to Transferee pursuant to the terms of this Agreement.

2. Assignment by Transferor.

(a) As of each applicable Assignment Date, Transferor hereby sells, assigns and transfers to Transferee, and Transferee purchases from Transferor, for the Assignment Term, all of Transferor's right, title, and interest in, to, and under each Transferred Interest specified in the Assignment Instrument executed on such Assignment Date in exchange for the (i) the consideration specified with respect to such Transferred Interest in such Assignment Instrument and (ii) Transferor's undertakings in Section 5 hereof. Transferee hereby acknowledges and agrees that each assignment made pursuant to this Agreement and an Assignment Instrument is solely of a Transferred Interest, and in no event shall Transferee or any other entity other than Transferor be permitted to initiate or prosecute any foreclosure action with respect to any Assessment Contract associated with a Transferred Interest. Without limiting Transferor's obligations under Section 5 hereof, as of each Assignment Termination Date with respect to a Transferred Interest, Transferee shall, without any further action, cease to have any right, title or interest in and to such Transferred Interest.

(b) Transferee agrees that the consideration specified in each Assignment Instrument shall be paid by Transferee in US Dollars by wire transfer of immediately available funds no later than [3:00 Pacific Time] on the applicable Assignment Date to the following account of Transferor or to such other account as may be specified by Transferor on at least two Business Days' prior notice:

[insert account info]

(c) Transferor agrees that amounts received in exchange for the Transferred Interests shall be deposited directly into the Program Account. Transferor further covenants and agrees that amounts will be disbursed from the Program Account from time to time to pay for the costs of installing improvements pursuant to Assessment Contracts in accordance with the [Program Manual].¹

(d) [List other deliverables for assignment to be effective.]

3. Continuing Assignment. Each assignment of a Transferred Interest pursuant to this Agreement and an Assignment Instrument shall create a continuing assignment of such Transferred Interest that shall remain in full force and effect until the Assignment Termination Date applicable to such Transferred Interest, notwithstanding any obligation of the Transferor contained in Section 5 of this Agreement.

4. Representations and Warranties.

(a) Each party represents and warrants to the other (i) that it has full power and authority to enter into this Agreement and to perform its obligations hereunder in accordance with the provisions hereof, (ii) that this Agreement has been duly authorized, executed and delivered by such party and (iii) that this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity.

(b) Each party represents and warrants to the other that the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby (i) will not conflict with any law or order applicable to such party or any of its properties or assets and (ii) requires no consent from any party not already obtained.

(c) Transferee represents and warrants, as of the date hereof, (i) no applicable law would prevent or make unlawful its holding of any Transferred Interest, and (ii) no applicable law would prevent or make unlawful its holding of a PACE Bond to otherwise be conveyed to it pursuant to the terms hereof.

(d) Transferee represents and warrants:

- i. it is an Accredited Investor, as amended;
- ii. it has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds and other obligations similar to the Transferred Interests, to be capable of evaluating the merits and risks of an investment in the Transferred Interests, and the Transferee is able to bear the economic risks of such an investment;
- iii. it is purchasing the Transferred Interest for not more than one account for investment purposes and not with a view to distributing the Transferred Interests;
- iv. it recognizes that an investment in the Transferred Interests involves significant risks, that there is no established market for the Transferred Interests and that none is likely to develop and, accordingly, that the Transferee must bear the economic risk of an investment in the Transferred Interests for an indefinite period of time;
- v. it (A) has conducted its own independent inquiry, examination, and analysis with respect to the Transferred Interests, (B) has had the opportunity to ask questions of and receive answers from the Transferor regarding the Transferred Interests and the matters, transactions, and documents relating to the foregoing; (C) has been provided by the Transferor with all documents and information regarding the Transferred Interests and the matters, transactions, and documents relating to the foregoing that it has requested, and (D) has been provided with information sufficient to allow it to make an informed decision to purchase the Transferred Interests;
- vi. it (A) is not relying upon the Transferor, or any of its affiliates, officers, employees, or agents, for advice as to the merits and risks of investment in the Transferred Interests, and (B) has sought such accounting, legal, and tax advice as it has considered necessary to make an informed investment decision;
- vii. it understands and acknowledges (A) that the transaction contemplated hereby is not subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, and (B) that the Transferor has not prepared or caused to be prepared, and is not delivering, a deemed final official statement with respect to the Transferred Interests and has not undertaken to provide to or for the benefit of Transferee financial or operating data or any other information with respect to the Transferred Interests on an ongoing basis; and
- viii. it is able to bear the economic risk of the investment represented by its purchase of the Transferred Interests.

(e) Transferor represents and warrants that it is the legal and beneficial owner of the Transferred Interest, free and clear of any liens, claims or encumbrances.

(f) Transferee acknowledges that except for the representation in paragraph (g), (A) Transferor shall not be responsible to Transferee for (i) the execution, effectiveness, genuineness, validity, enforceability, collectibility or sufficiency of any Assessment Contract, (ii) any representations, warranties, recitals or statements made therein or in connection with any Assessment Contract and the transactions contemplated thereby or (iii) the financial condition of any Property Owner, and (B) Transferor is under no obligation to Transferee to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any of Assessment Contract or as to the use of the proceeds of the financing evidenced by the Assessment Contract.

(g) Transferor represents and warrants that each Assessment Contract and each Assignment Instrument will be duly authorized, executed and delivered by Transferor and that each Assessment Contract and each Assignment Instrument constitutes the legal, valid and binding obligation of Transferor enforceable against Transferor in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity.

5. Covenants.

(a) [Transferor hereby agrees to direct all applicable Tax Collectors to make all payments received in connection with any Transferred Interest during the related Assignment Term to the Collection Account. To the extent Transferor receives any such payment, Transferor agrees to promptly deposit such amount in the Collection Account.]

(b) In accordance with the procedures set forth below, Transferor (i) may on any Business Day issue one or more Complying PACE Bonds to Transferee in exchange for one or more Transferred Interests and (ii) shall, no later than the Assignment Termination Date of any Transferred Interest, issue a Complying PACE Bond with respect to such Transferred Interest. In furtherance of the foregoing, Transferor shall, no later than four weeks before the date Transferor elects (in the case of clause (i)) or is required (in the case of clause (ii)) to issue Complying PACE Bonds, deliver to Transferee a notice specifying (1) the Business Day on which the Complying PACE Bonds will be issued, which may be no later than the applicable Assignment Termination Date (the "*Issue Date*"), (2) the applicable Transferred Interests that will be exchanged for such Complying PACE Bonds (the "*Exchanged Transferred Interests*") or the Assignment Terms of which are expiring on such Issue Date, (3) the number of Complying PACE Bonds that will be issued, (4) the principal amount, maturity date, interest rate and amortization schedule of each Complying PACE Bond and (5) a reconciliation of the scheduled cash flows from such Complying PACE Bonds as against the remaining scheduled payments under the applicable Transferred Interests to enable Transferee to verify that such Complying PACE Bonds meet the applicable PACE Bond Parameters (and such verification shall occur, and be notified to the Transferor, at least five Business Days prior to the scheduled Issue Date).

On each Issue Date, Transferor shall issue the applicable Complying PACE Bond(s) to Transferee, Transferee will re-convey any Exchanged Transferred Interests to Transferor or its designee pursuant to a Re-Conveyance Instrument, Transferee shall execute and deliver any documents required to be executed and delivered by a purchaser of the PACE Bonds under the applicable Indenture[, and Transferor and Transferee shall execute and deliver such instructions to the Depositary and/or the applicable Tax Collector(s) as are necessary to ensure that all future payments under the applicable Assessment Contracts are paid into the account required by the applicable Indenture][same comment as to 5(a)] [; provided that to the extent any of Transferee's representations in Section 4(c)(ii), (d) or (f) is untrue as of the applicable Issue Date, Transferor shall have no obligation to convey such PACE Bond to Transferee]. [All PACE Bonds issued to Transferee hereunder shall be issued under a single Indenture.]

(c) Transferor, may with the prior written consent of Transferee in its sole discretion, in lieu of issuing PACE Bonds to Transferee pursuant to Section 5(b), issue PACE Bonds to a third-party

secured by one or more Assessment Contracts with respect to which Transferee has acquired a Transferred Interest. If Transferee consents to any such issuance, Transferee, in exchange for the payment to Transferee of the proceeds received by Transferor from such issuance, shall re-convey, pursuant to Re-conveyance Instrument, any remaining Transferred Interest in such Assessment Contracts on the date of the issuance of such PACE Bonds. In addition, Transferor and Transferee shall execute and deliver such instructions to the Depository and/or any applicable Tax Collector(s) as may be necessary to ensure that all future payments under the applicable Assessment Contracts are paid into the account required by the applicable Indenture.

(d) If, during the Assignment Term of a particular Transferred Interest, (i) Transferee provides written instruction to Transferor, (ii) Transferor is expressly permitted by applicable laws or the applicable Assessment Contract from pursuing foreclosure proceedings against an applicable Property Owner, and (iii) Transferee agrees in writing to advance all estimated costs and expenses of any required proceedings (as determined in the sole judgment of the Transferor), Transferor will pursue foreclosure proceedings against delinquent Property Owner(s) and direct proceeds recovered in connection therewith to the Collection Account, with any penalties and interest to constitute additional interest for the benefit of Transferee (?).

(e) Transferor agrees that it shall not issue or convey any PACE Bond secured in whole or in part by any Assessment Contract with respect to which Transferee has acquired a Transferred Interest to any party other than Transferee without the prior written consent of the Transferee.

(f) Transferee hereby covenants and agrees that it shall hold each Transferred Interest acquired hereunder throughout the applicable Assignment Term or until such date as such Transferred Interest is required to be re-conveyed under this Section 5 and shall not transfer any Transferred Interest to any party other than Transferor [the Transferred Interest has to go back to the Transferor]; provided, that Transferee may convey a Transferred Interest to a wholly owned subsidiary (an “*SPE*”) in connection with a financing transaction of the applicable SPE but only to the extent that the applicable SPE satisfies the representations set forth in Sections 4(a) through (d) and (f) hereof as of the date of transfer to such SPE. [**HA – IS THIS BROAD ENOUGH?**]

(g) Transferee hereby covenants and agrees that it shall not incur, create, assume, or suffer to exist any liens or encumbrances upon any Transferred Interest.

6. Entirety of Agreement. This Agreement sets forth the entire understanding of the parties with respect to the transactions contemplated hereby, and merges and supersedes all prior and contemporaneous understandings, representations and warranties with respect to such transactions. Except as expressly set forth in this Agreement, none of the parties hereto or thereto makes any representation or warranty to any other party.

7. Notices. Any notice or other communication to be given hereunder shall be in writing and shall be delivered by hand (including, without limitation, by express courier against written receipt) or sent by registered prepaid first class mail or by facsimile copy to the persons or addresses specified below:

Transferor:

[CSCDA]
[_____]
[_____]
[_____]

Transferee:

[INVESTOR ENTITY]

[_____]

[_____]

[_____]

8. Indemnity. Transferee agrees to defend, indemnify and hold harmless Transferor from and against any and all claims, liabilities, obligations, losses, damages and penalties of any kind (including reasonable fees of outside counsel, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) that may be imposed on, incurred by or asserted against the Transferor in any way relating to or arising out of the transfer of any Transferred Interest in violation of Section 5(f).

9. Severability. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such term or provision shall be enforced to the maximum extent permitted by law and, in any event, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

10. Amendment. This Agreement may be amended, waived or terminated only by a written instrument referencing this Agreement and signed by the parties to this Agreement; [provided that Exhibit A hereto may be amended from time to time to provide for the transfer of additional Transferred Interests from Transferor to Transferee].

11. Counterparts; Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures may be delivered by electronic means which shall have the same force and effect as the delivery of original signature pages.

12. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of California.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this MASTER ASSIGNMENT AND ASSUMPTION AGREEMENT as of the Effective Date.

TRANSFEROR:

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

By:

TRANSFeree:

[INVESTOR ENTITY]

By:

EXHIBIT A
ASSIGNMENT INSTRUMENT

As of [DATE]

Reference is made to that certain Master Assignment and Assumption Agreement, dated as of January [___], 2015, by and between the CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY, as “*Transferor*” and [INVESTOR ENTITY], as “*Transferee*” (the “*Master Assignment Agreement*”). Capitalized terms used but not defined herein shall have the meaning given to such term in the Master Assignment Agreement.

As evidenced by the signature of each party hereto, pursuant to Section 2 of the Master Assignment Agreement, Transferor hereby sells, assigns and transfers to Transferee, and Transferee purchases from Transferor, as of the dates set forth below and for the Assignment Term, all of Transferor’s right, title, and interest in, to, and under each Transferred Interest specified below in exchange for the (i) the consideration specified below with respect to such Transferred Interest, and (ii) Transferor’s undertakings in Section 5 of the Master Assignment Agreement.

Each of the parties hereto acknowledges and agrees that the terms of Master Assignment Agreement are incorporated by reference hereto and shall apply as though the same were included in this assignment instrument.

This assignment instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This assignment instrument shall be governed by, and construed in accordance with, the law of the State of California.

<u>Property Owner</u>	<u>Date of Transfer</u>	<u>Principal Amount</u>	<u>Consideration</u>	<u>Applicable Interest Rate</u>

[signature page follows]

Acknowledged and Accepted as of [_____]:

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

By:

[INVESTOR ENTITY]

By:

EXHIBIT B

FORM OF ASSESSMENT CONTRACT

[see attached]

EXHIBIT C
FORM OF INDENTURE

[see attached]

EXHIBIT D

RE-CONVEYANCE INSTRUMENT

As of [DATE]

Reference is made to that certain Master Assignment and Assumption Agreement, dated as of January [], 2015, by and between the CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY (the “*Re-Conveyance Transferee*”), and [INVESTOR ENTITY] (the “*Re-Conveyance Transferor*”) (the “*Master Assignment Agreement*”). Capitalized terms used but not defined herein shall have the meaning given to such term in the Master Assignment Agreement.

As evidenced by the signature of each party hereto, pursuant to Section 5(b) of the Master Assignment Agreement, in exchange for the consideration indicated below [is the consideration the remaining unpaid amount of the Initial Assessment at the time of re-conveyance plus accrued but unpaid interest?], Re-Conveyance Transferor hereby assigns and transfers to Re-Conveyance Transferee, and Re-Conveyance Transferee assumes from Re-Conveyance Transferor, all of Re-Conveyance Transferor’s right, title, and interest in, to, and under each Exchanged Transferred Interest specified below.

Each of the parties hereto acknowledges and agrees that the terms of Master Assignment Agreement are incorporated by reference hereto and shall apply as though the same were included in this assignment instrument. Re-Conveyance Transferor hereby reaffirms the representations in Section 4(c) and 4(d) of the Master Assignment Agreement as of the date hereof.

This re-conveyance instrument may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

This re-conveyance instrument shall be governed by, and construed in accordance with, the law of the State of California.

<u>Property Owner</u>	<u>Date of Transfer</u>	<u>Principal Amount</u>	<u>Consideration²</u>

[signature page follows]

Acknowledged and Accepted as of [_____]:

**CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

By:

[INVESTOR ENTITY]

By:

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF A
MASTER ASSIGNMENT AGREEMENT FOR ASSIGNMENT OF
VOLUNTARY CONTRACTUAL ASSESSMENTS AND APPROVING
AND DIRECTING RELATED DOCUMENTS AND ACTIONS**

ALL COVERED JURISDICTIONS

WHEREAS, the California Statewide Communities Development Authority (“California Communities”) is authorized under the authority granted to California Communities pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (beginning with Section 6500) in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (beginning with Section 589810) (“Chapter 29”) to levy contractual assessments to finance the installation of certain improvements; and

WHEREAS, this Commission previously adopted the resolutions shown in Appendix 1 for the counties, and cities in Los Angeles County, listed at Appendix 1 (each, a “Covered Jurisdiction,” and collectively, the “Covered Jurisdictions”), each entitled “Resolution Declaring Intention to Finance Installation of Distributed Generation Renewable Energy Sources, Energy Efficiency and Water Efficiency Improvements” (collectively, the “Resolutions of Intention”), to initiate proceedings under Chapter 29 in and for the territory within each Covered Jurisdiction (the “Program Area”) to establish the CaliforniaFIRST program (the “Program”), pursuant to which California Communities would enter into contractual assessments to finance distributed generation renewable energy sources and energy efficiency and water efficiency improvements that are permanently fixed to real property (“Authorized Improvements”); and

WHEREAS, by the Resolutions of Intention, the Commission provided that one or more series of bonds would be issued under the Improvement Bond Act of 1915, Division 10 of the California Streets and Highways Code (as amended, the “Bond Law”), and reference to the Resolutions of Intention is hereby expressly made for further particulars; and

WHEREAS, after holding a duly noticed public hearing at which interested persons were allowed to object to or inquire about the proposed Program within the Program Area or any of the Program’s particulars, the Commission adopted the resolutions listed in Appendix 1 for the Covered Jurisdictions, each entitled “Resolution Confirming Report Relating to the Financing of the Installation of Distributed Generation Renewable Energy Sources, Energy Efficiency and Water Efficiency Improvements and Approving and Ordering Other Related Matters” (collectively, the “Initial Resolutions Confirming Program Report”), pursuant to which the Commission, among other things, (i) confirmed and approved a report (as subsequently amended, the “Program Report”) addressing all the matters required by Chapter 29, including a draft agreement between California Communities and property owners participating in the Program providing for payment of contractual assessments, (ii) established the Program, and (iii) authorized Authorized Officers (as defined herein) to execute agreements (“Assessment Contracts”) with the owners of property in the Program Area to provide for the levy of contractual assessments to finance installation of Authorized Improvements; and

WHEREAS, the Commission subsequently amended those of the Program Reports that were approved prior to the effectiveness of Assembly Bill 44 and Senate Bill 1340 by adopting

the resolutions listed in Appendix 1 under the heading “2012 Resolutions Amending Program Report” for the related Covered Jurisdictions; and

WHEREAS, the Commission subsequently amended the Program Reports relating to the then-member Covered Jurisdictions by adopting Resolution No. 14R-23 on May 22, 2014 and Resolution No. 14R-59 on November 6, 2014 (such resolutions, together with the Initial Resolutions Amending Program Report and Resolutions Amending Program Report, the “Resolutions Confirming Program Report”); and

WHEREAS, pursuant to the Resolutions Confirming Program Report, the Commission, among other things, confirmed and approved Program Reports that addressed all the matters set forth in Sections 5898.22 and 5898.23 of Chapter 29, including a form of Assessment Contract between California Communities and property owners participating in the Program providing for payment of contractual assessments; and

WHEREAS, under Chapter 29 and the Bond Law, the Commission adopted the resolutions listed in Appendix 1 under the heading “Original Resolutions of Issuance” for the Covered Jurisdictions, each entitled “A Resolution Authorizing Issuance of Limited Obligation Improvement Bonds, Approving and Directing the Execution of Related Documents and Approving Related Documents and Actions,” which among other matters, authorized the issuance of one or more series of improvement bonds of California Communities upon the security of assessments levied on the participating parcels within the Program Area under Chapter 29 and the Bond Law, and provided that the issuance of the bonds would be in accordance with the Bond Law and a master indenture and authorized the execution thereof; and

WHEREAS, in connection with the CaliforniaFIRST Program, California Communities obtained the following default judgments:

(i) a default judgment rendered on August 17, 2012, by the Superior Court of the State of California, County of Sacramento, in the validation action entitled “California Statewide Communities Development Authority v. All Persons Interested in the Matter of California Communities’ ‘CaliforniaFIRST’ Property Assessed Clean Energy (‘PACE’) Program Established in Certain Counties and Cities, Including the Adoption of Resolutions and the Authorization of the Matters Therein, and all Bonds, Contracts, Contractual Assessments, and other Matters and Proceedings Related Thereto,” Case No. 34-2012-00121447;

(ii) a default judgment rendered on March 4, 2014, by the Superior Court of the State of California, County of Sacramento, in the validation action entitled “California Statewide Communities Development Authority v. All Persons Interested in the Matter of California Communities’ ‘CaliforniaFIRST’ Property Assessed Clean Energy (‘PACE’) Program Established in Certain Counties and Cities, Including the Adoption of Resolutions and the Authorization of the Matters Therein, and all Bonds, Contracts, Contractual Assessments, and other Matters and Proceedings Related Thereto,” Case No. 34-2013-00153863; and

(iii) a default judgment rendered on October 17, 2014, by the Superior Court of the State of California, County of Sacramento, in the validation action entitled “California Statewide Communities Development Authority v. All Persons Interested in the Matter of California Communities’ ‘CaliforniaFIRST’ Property Assessed Clean Energy (‘PACE’) Program Established in Certain Counties and Cities, Including the Adoption of

Resolutions and the Authorization of the Matters Therein, and all Bonds, Contracts, Contractual Assessments, and other Matters and Proceedings Related Thereto,” Case No. 34-2014-00166647; and

WHEREAS, Section 5898.28(b) of Chapter 29, which became effective as of January 1, 2015, with the enactment of Assembly Bill 1883, permits California Communities to transfer its right, title and interest in and to any voluntary contractual assessment for a term not to exceed three years (an “Assignment”) if bonds have not been issued pursuant to Section 5898.28(a) of Chapter 29; and

WHEREAS, the Commission wishes to approve a form of master assignment agreement in substantially the form on file with the Secretary (the “Master Assignment Agreement”) that would enable it to effectuate Assignments; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act and the Bond Law; and

NOW THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

1. The Commission hereby approves the Master Assignment Agreement in substantially the form on file with the Secretary, together with any changes therein or additions thereto approved by an Authorized Signatory of California Communities (as designated by a current resolution of this Commission), in connection with the issuance of one or more series of Bonds, and the execution thereof by an Authorized Signatory shall be conclusive evidence of the approval of any such changes or additions. This Commission hereby authorizes and directs an Authorized Signatory to execute the final form of Indenture for and in the name of California Communities for each series of Bonds. This Commission hereby authorizes the delivery and performance of the Indentures for the Bonds.

An Assignment shall have a term not to exceed three years and shall, in any event, conform to the requirements of Chapter 29 and all other applicable law.

2. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 29th day of January 2015.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of California Communities at a duly called meeting of the Commission of California Communities held in accordance with law on January 29, 2015.

By: _____
Authorized Signatory
California Statewide
Communities Development
Authority

APPENDIX 1

1. Counties:

Alpine	Placer
Alameda	Plumas
Amador	Riverside
Butte	Sacramento
Calaveras	San Benito
Colusa	San Bernardino
Contra Costa	San Diego
Del Norte	San Francisco
El Dorado	San Joaquin
Fresno	San Luis Obispo
Glenn	San Mateo
Humboldt	Santa Barbara
Imperial	Santa Clara
Inyo	Santa Cruz
Kern	Shasta
Kings	Sierra
Lake	Siskiyou
Lassen	Sonoma
Madera	Solano
Marin	Stanislaus
Mariposa	Sutter
Mendocino	Tehama
Merced	Trinity
Modoc	Tulare
Monterey	Tuolumne
Mono	Ventura
Nevada	Yolo
Napa	Yuba
Orange	

2. Cities in Los Angeles County

Agoura Hills	Gardena	Paramount
Alhambra	Glendale	Pasadena
Arcadia	Glendora	Pico Rivera
Artesia	Hawaiian Gardens	Pomona
Avalon	Hawthorne	Rancho Palos Verdes
Azusa	Hermosa Beach	Redondo Beach
Baldwin Park	Huntington Park	Rolling Hills Estates
Bell	Industry	San Dimas
Bell Gardens	Inglewood	San Gabriel
Bellflower	La Mirada	San Marino
Beverly Hills	La Verne	Santa Clarita
Burbank	Lakewood	Santa Fe Springs
Calabasas	Lancaster	Santa Monica
Carson	Lomita	South Gate
Claremont	Long Beach	South Pasadena
Commerce	Los Angeles	Temple City
Compton	Lynwood	Torrance
Covina	Maywood	Vernon
Cudahy	Monrovia	Walnut
Culver City	Montebello	West Covina
Downey	Monterey Park	West Hollywood
Duarte	Norwalk	Westlake Village
El Monte	Palmdale	Whittier
El Segundo	Palos Verdes Estates	

3. Resolutions of Intention:

Covered Jurisdiction(s)	Resolution of Intention #	Date
Alameda	10R-15	1/27/2010
Fresno	10R-2	1/27/2010
Kern	10R-3	1/27/2010
Marin	13R-21	9/20/2013
Monterey	10R-4	1/27/2010
Napa	13R-22	9/20/2013
Sacramento	10R-5	1/27/2010
San Benito	10R-6	1/27/2010
San Diego	10R-7	1/27/2010
San Luis Obispo	10R-8	1/27/2010
San Mateo	10R-9	1/27/2010
Santa Clara	10R-10	1/27/2010
Santa Cruz	10R-11	1/27/2010
Solano	10R-12	1/27/2010
Tulare	13R-23	9/20/2013
2014 Program Expansion*	14R-18	4/17/2014
Ventura	10R-13	1/27/2010
Yolo	10R-14	1/27/2010

* Consists of Covered Jurisdictions shown in this Appendix 1, Pages 1 and 2, that are not otherwise shown in this table.

4. Initial Resolutions Confirming Report:

Covered Jurisdiction(s)	Resolution Confirming Report #	Date
Alameda	10R-45	3/10/2010
Fresno	10R-46	3/10/2010
Kern	10R-47	3/10/2010
Marin	13R-29	10/24/2013
Monterey	10R-48	3/10/2010
Napa	13R-30	10/24/2013
Sacramento	10R-51	3/10/2010
San Benito	10R-52	3/10/2010
San Diego	10R-53	3/10/2010
San Luis Obispo	10R-54	3/10/2010
San Mateo	10R-55	3/10/2010
Santa Clara	10R-49	3/10/2010
Santa Cruz	10R-50	3/10/2010
Solano	10R-56	3/10/2010
Tulare	13R-28	10/24/2013
2014 Program Expansion*	14R-32	7/17/2014
Ventura	10R-57	3/10/2010
Yolo	10R-58	3/10/2010

* Consists of Covered Jurisdictions shown in this Appendix 1, Pages 1 and 2, that are not otherwise shown in this table.

5. 2012 Resolutions Amending Program Report:

Covered Jurisdiction(s)	Resolution Confirming Report #	Date
Alameda	12H-10	2/02/2012
Fresno	12H-9	2/02/2012
Kern	12H-11	2/02/2012
Monterey	12H-12	2/02/2012
Sacramento	12H-13	2/02/2012
San Benito	12H-14	2/02/2012
San Diego	12H-15	2/02/2012
San Luis Obispo	12H-16	2/02/2012
San Mateo	12H-17	2/02/2012
Santa Clara	12H-18	2/02/2012
Santa Cruz	12H-19	2/02/2012
Solano	12H-20	2/02/2012
Ventura	12H-21	2/02/2012
Yolo	12H-22	2/02/2012

6. Original Resolutions of Issuance:

Covered Jurisdiction	Resolution #	Date
Alameda	10R-29	3/10/2010
Fresno	10R-30	3/10/2010
Kern	10R-31	3/10/2010
Marin	13R-35	10/24/2013
Monterey	10R-32	3/10/2010
Napa	13R-36	10/24/2013
Sacramento	10R-35	3/10/2010
San Benito	10R-36	3/10/2010
San Diego	10R-37	3/10/2010
San Luis Obispo	10R-38	3/10/2010
San Mateo	10R-39	3/10/2010
Santa Clara	10R-33	3/10/2010
Santa Cruz	10R-34	3/10/2010
Solano	10R-40	3/10/2010
Tulare	13R-34	10/24/2013
2014 Program Expansion*	14R-31	7/17/2014
Ventura	10R-41	3/10/2010
Yolo	10R-42	3/10/2010

* Consists of Covered Jurisdictions shown in this Appendix 1, Pages 1 and 2, that are not otherwise shown in this table.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION AND DELIVERY OF ASSESSMENT CONTRACTS AND ISSUANCE OF LIMITED OBLIGATION IMPROVEMENT BONDS TO PROVIDE CONTRACTUAL ASSESSMENT FINANCING FOR NON-RESIDENTIAL PROPERTIES, AUTHORIZING EXECUTION AND DELIVERY OF ASSESSMENT CONTRACTS TO PROVIDE CONTRACTUAL ASSESSMENT FINANCING FOR NON-RESIDENTIAL PROPERTIES IN CONNECTION WITH POWER PURCHASE AGREEMENTS OR LEASES, APPROVING AND DIRECTING RELATED DOCUMENTS AND ACTIONS, AND RATIFYING OUTSTANDING ASSESSMENT CONTRACTS AND BONDS FOR NON-RESIDENTIAL FINANCINGS AND APPROVING RELATED DOCUMENTS AND ACTIONS

ALL COVERED JURISDICTIONS

WHEREAS, the California Statewide Communities Development Authority (“California Communities”) is authorized under the authority granted to California Communities pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (beginning with Section 6500) in accordance with Chapter 29 of Part 3 of Division 7 of the Streets & Highways Code of the State of California (beginning with Section 589810) (“Chapter 29”) to levy contractual assessments to finance the installation of certain improvements; and

WHEREAS, this Commission previously adopted the resolutions shown in Appendix 1 for the counties, and cities in Los Angeles County, listed at Appendix 1 (each, a “Covered Jurisdiction,” and collectively, the “Covered Jurisdictions”), each entitled “Resolution Declaring Intention to Finance Installation of Distributed Generation Renewable Energy Sources, Energy Efficiency and Water Efficiency Improvements” (collectively, the “Resolutions of Intention”), to initiate proceedings under Chapter 29 in and for the territory within each Covered Jurisdiction (the “Program Area”) to establish the CaliforniaFIRST program (the “Program”), pursuant to which California Communities would enter into contractual assessments to finance distributed generation renewable energy sources and energy efficiency and water efficiency improvements that are permanently fixed to real property (“Authorized Improvements”); and

WHEREAS, by the Resolutions of Intention, the Commission provided that one or more series of bonds would be issued under the Improvement Bond Act of 1915, Division 10 of the California Streets and Highways Code (as amended, the “Bond Law”), and reference to the Resolutions of Intention is hereby expressly made for further particulars; and

WHEREAS, after holding a duly noticed public hearing at which interested persons were allowed to object to or inquire about the proposed Program within the Program Area or any of the Program’s particulars, the Commission adopted the resolutions listed in Appendix 1 for the Covered Jurisdictions, each entitled “Resolution Confirming Report Relating to the Financing of the Installation of Distributed Generation Renewable Energy Sources, Energy Efficiency and Water Efficiency Improvements and Approving and Ordering Other Related Matters” (collectively, the “Initial Resolutions Confirming Program Report”), pursuant to which the Commission, among other things, (i) confirmed and approved a report (as subsequently amended, the “Program Report”) addressing all the matters required by Chapter 29, including a draft agreement between California Communities and property owners participating in the

Program providing for payment of contractual assessments, (ii) established the Program, and (iii) authorized Authorized Officers (as defined herein) to execute agreements (“Assessment Contracts”) with the owners of property in the Program Area to provide for the levy of contractual assessments to finance installation of Authorized Improvements; and

WHEREAS, the Commission subsequently amended those of the Program Reports that were approved prior to the effectiveness of Assembly Bill 44 and Senate Bill 1340 by adopting the resolutions listed in Appendix 1 under the heading “2012 Resolutions Amending Program Report” for the related Covered Jurisdictions; and

WHEREAS, the Commission subsequently amended the Program Reports relating to the then-member Covered Jurisdictions by adopting Resolution No. 14R-23 on May 22, 2014 and Resolution No. 14R-59 on November 6, 2014 (such resolutions, together with the Initial Resolutions Amending Program Report and Resolutions Amending Program Report, the “Resolutions Confirming Program Report”); and

WHEREAS, pursuant to the Resolutions Confirming Program Report, the Commission, among other things, confirmed and approved Program Reports that addressed all the matters set forth in Sections 5898.22 and 5898.23 of Chapter 29, including a form of Assessment Contract between California Communities and property owners participating in the Program providing for payment of contractual assessments; and

WHEREAS, under Chapter 29 and the Bond Law, the Commission adopted the resolutions listed in Appendix 1 under the heading “Original Resolutions of Issuance” for the Covered Jurisdictions, each entitled “A Resolution Authorizing Issuance of Limited Obligation Improvement Bonds, Approving and Directing the Execution of Related Documents and Approving Related Documents and Actions,” which among other matters, authorized the issuance of one or more series of improvement bonds of California Communities upon the security of assessments levied on the participating parcels within the Program Area under Chapter 29 and the Bond Law, and provided that the issuance of the bonds would be in accordance with the Bond Law and a master indenture and authorized the execution thereof; and

WHEREAS, Section 5899.2 of Chapter 29 provides that, for the purpose of financing the installation of distributed generation renewable energy sources pursuant to Chapter 29, “permanently fixed” includes, but is not limited to, systems attached to a residential, commercial, industrial, agricultural, or other real property pursuant to a power purchase agreement or lease between the owner of the system and the owner of the assessed property, if the power purchase agreement or lease contains certain provisions, including, among other things, that after installation, the power purchase agreement or lease is paid, either partially or in full, using the funds from the contractual assessment program; and

WHEREAS, in connection with the CaliforniaFIRST Program, California Communities obtained the following default judgments:

- (i) a default judgment rendered on August 17, 2012, by the Superior Court of the State of California, County of Sacramento, in the validation action entitled “California Statewide Communities Development Authority v. All Persons Interested in the Matter of California Communities’ ‘CaliforniaFIRST’ Property Assessed Clean Energy (‘PACE’) Program Established in Certain Counties and Cities, Including the Adoption of Resolutions and the Authorization of the Matters Therein, and all Bonds, Contracts,

Contractual Assessments, and other Matters and Proceedings Related Thereto,” Case No. 34-2012-00121447;

(ii) a default judgment rendered on March 4, 2014, by the Superior Court of the State of California, County of Sacramento, in the validation action entitled “California Statewide Communities Development Authority v. All Persons Interested in the Matter of California Communities’ ‘CaliforniaFIRST’ Property Assessed Clean Energy (‘PACE’) Program Established in Certain Counties and Cities, Including the Adoption of Resolutions and the Authorization of the Matters Therein, and all Bonds, Contracts, Contractual Assessments, and other Matters and Proceedings Related Thereto,” Case No. 34-2013-00153863; and

(iii) a default judgment rendered on October 17, 2014, by the Superior Court of the State of California, County of Sacramento, in the validation action entitled “California Statewide Communities Development Authority v. All Persons Interested in the Matter of California Communities’ ‘CaliforniaFIRST’ Property Assessed Clean Energy (‘PACE’) Program Established in Certain Counties and Cities, Including the Adoption of Resolutions and the Authorization of the Matters Therein, and all Bonds, Contracts, Contractual Assessments, and other Matters and Proceedings Related Thereto,” Case No. 34-2014-00166647; and

WHEREAS, it is contemplated that this Commission may adopt resolutions from time to time authorizing the issuance of bonds in one or more series in accordance with related stand-alone indentures, and approving the execution of such indentures, and this Commission wishes to authorize the issuance of bonds to provide financing for the installation of Authorized Improvements on non-residential property (including residential property containing four or more units); and

WHEREAS, this Commission wishes to authorize California Communities to enter into one or more stand-alone indentures, from time to time, with Wilmington Trust, National Association, as trustee, substantially in the form on file with the Secretary (each, an “Indenture”) and issue bonds in one or more series (collectively, “Bonds”) in an aggregate principal amount not to exceed \$50,000,000, subject to a single-series maximum principal amount of \$10,000,000 to provide financing for the installation of Authorized Improvements on non-residential property (including residential property containing four or more units); and

WHEREAS, this Commission wishes to authorize California Communities, from time to time, to enter into one or more Assessment Contracts with owners of non-residential property (including residential property containing four or more units) to provide financing for the installation of distributed generation renewable energy sources pursuant to Chapter 29 that will be attached pursuant to a power purchase agreement or lease and, in connection with such Assessment Contracts, one or more Indentures, and issue Bonds in connection therewith; and

WHEREAS, this Commission wishes to approve, confirm and ratify all limited obligation bonds heretofore issued by California Communities for the Program to provide financing for the installation of Authorized Improvements on non-residential property (including residential property containing four or more units) and all related actions, documents and agreements; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act and the Bond Law;

NOW THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

1. Pursuant to the Bond Law and the Original Resolutions of Issuance as supplemented by this Resolution, and to provide financing for the installation of Authorized Improvements on non-residential property (including residential property containing four or more units), one or more series of Bonds are hereby authorized to be issued from time to time in an aggregate principal amount not to exceed \$50,000,000, subject to a single series maximum principal amount of \$10,000,000. The Bonds of each series shall be executed in the form, mature, and be payable in the priorities and bear interest at the rates as provided in the related Indenture. The Commission finds that the issuance of the Bonds complies with the Act, Bond Law and Original Resolutions of Issuance.

2. The Commission hereby approves the Indenture in substantially the form on file with the Secretary, together with any changes therein or additions thereto approved by an Authorized Signatory of California Communities (as designated by a current resolution of this Commission), in connection with the issuance of one or more series of Bonds, and the execution thereof by an Authorized Signatory shall be conclusive evidence of the approval of any such changes or additions. This Commission hereby authorizes and directs an Authorized Signatory to execute the final form of Indenture for and in the name of California Communities for each series of Bonds. This Commission hereby authorizes the delivery and performance of the Indentures for the Bonds.

3. The Bonds will be limited obligation bonds payable from contractual assessments paid by owners of non-residential property (including residential property containing four or more units) that voluntarily elect to participate in a Program pursuant to Assessment Contracts. The Commission hereby approves the form of Assessment Contract in substantially the form on file with the Secretary, together with any changes therein or additions thereto approved by an Authorized Signatory of California Communities (as designated by a current resolution of the Commission), and the execution thereof by an Authorized Signatory shall be conclusive evidence of the approval of any such changes or additions. The Commission hereby authorizes and directs an Authorized Signatory to execute the Assessment Contracts for and in the name of California Communities in connection with the issuance of the Bonds. The Commission hereby authorizes the delivery and performance of the Assessment Contracts in connection with the Bonds.

The Commission also hereby approves a form of Assessment Contract to be used to provide financing for the installation of distributed generation renewable energy sources pursuant to Chapter 29 that will be attached to non-residential property (including residential property containing four or more units) pursuant to a power purchase agreement or lease in substantially the form on file with the Secretary, together with any changes therein or additions thereto approved by an Authorized Signatory of California Communities (as designated by a current resolution of the Commission), and the execution thereof by an Authorized Signatory shall be conclusive evidence of the approval of any such changes or additions. The Commission hereby authorizes and directs an Authorized Signatory to execute such Assessment Contracts for and in the name of California Communities in connection with the issuance of the Bonds. The Commission hereby authorizes the delivery and performance of such Assessment Contracts in connection with the Bonds.

4. Each Authorized Signatory of California Communities is hereby authorized and directed, for and in the name and on behalf of California Communities, to execute and direct recordation with the applicable County recorder all notices required by Chapter 29 and do any and all other things and take any and all other actions, including execution and delivery of any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, that they, or any of them, may deem necessary or advisable in order to consummate the issuance and sale of the Bonds and any of the other transactions contemplated by the documents approved pursuant to this Resolution. All actions heretofore taken by the officers and agents of California Communities with respect to the sale and issuance of the Bonds are hereby approved, confirmed and ratified.

5. By the passage of this Resolution, the Commission hereby approves, confirms and ratifies all limited obligation bonds heretofore issued by California Communities for the CaliforniaFIRST Program to provide financing for the installation of Authorized Improvements on non-residential property (including residential property containing four or more units), all related actions taken by the officers and agents of California Communities with respect to such bonds, and all related documents and agreements.

6. This resolution shall take effect from and after its adoption.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this 29th day of January 2015.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of California Communities at a duly called meeting of the Commission of California Communities held in accordance with law on January 29, 2015.

By: _____
Authorized Signatory
California Statewide
Communities Development
Authority

APPENDIX 1

1. Counties:

Alpine	Placer
Alameda	Plumas
Amador	Riverside
Butte	Sacramento
Calaveras	San Benito
Colusa	San Bernardino
Contra Costa	San Diego
Del Norte	San Francisco
El Dorado	San Joaquin
Fresno	San Luis Obispo
Glenn	San Mateo
Humboldt	Santa Barbara
Imperial	Santa Clara
Inyo	Santa Cruz
Kern	Shasta
Kings	Sierra
Lake	Siskiyou
Lassen	Sonoma
Madera	Solano
Marin	Stanislaus
Mariposa	Sutter
Mendocino	Tehama
Merced	Trinity
Modoc	Tulare
Monterey	Tuolumne
Mono	Ventura
Nevada	Yolo
Napa	Yuba
Orange	

2. Cities in Los Angeles County

Agoura Hills	Gardena	Paramount
Alhambra	Glendale	Pasadena
Arcadia	Glendora	Pico Rivera
Artesia	Hawaiian Gardens	Pomona
Avalon	Hawthorne	Rancho Palos Verdes
Azusa	Hermosa Beach	Redondo Beach
Baldwin Park	Huntington Park	Rolling Hills Estates
Bell	Industry	San Dimas
Bell Gardens	Inglewood	San Gabriel
Bellflower	La Mirada	San Marino
Beverly Hills	La Verne	Santa Clarita
Burbank	Lakewood	Santa Fe Springs
Calabasas	Lancaster	Santa Monica
Carson	Lomita	South Gate
Claremont	Long Beach	South Pasadena
Commerce	Los Angeles	Temple City
Compton	Lynwood	Torrance
Covina	Maywood	Vernon
Cudahy	Monrovia	Walnut
Culver City	Montebello	West Covina
Downey	Monterey Park	West Hollywood
Duarte	Norwalk	Westlake Village
El Monte	Palmdale	Whittier
El Segundo	Palos Verdes Estates	

3. Resolutions of Intention:

Covered Jurisdiction(s)	Resolution of Intention #	Date
Alameda	10R-15	1/27/2010
Fresno	10R-2	1/27/2010
Kern	10R-3	1/27/2010
Marin	13R-21	9/20/2013
Monterey	10R-4	1/27/2010
Napa	13R-22	9/20/2013
Sacramento	10R-5	1/27/2010
San Benito	10R-6	1/27/2010
San Diego	10R-7	1/27/2010
San Luis Obispo	10R-8	1/27/2010
San Mateo	10R-9	1/27/2010
Santa Clara	10R-10	1/27/2010
Santa Cruz	10R-11	1/27/2010
Solano	10R-12	1/27/2010
Tulare	13R-23	9/20/2013
2014 Program Expansion*	14R-18	4/17/2014
Ventura	10R-13	1/27/2010
Yolo	10R-14	1/27/2010

* Consists of Covered Jurisdictions shown in this Appendix 1, Pages 1 and 2, that are not otherwise shown in this table.

4. Initial Resolutions Confirming Report:

Covered Jurisdiction(s)	Resolution Confirming Report #	Date
Alameda	10R-45	3/10/2010
Fresno	10R-46	3/10/2010
Kern	10R-47	3/10/2010
Marin	13R-29	10/24/2013
Monterey	10R-48	3/10/2010
Napa	13R-30	10/24/2013
Sacramento	10R-51	3/10/2010
San Benito	10R-52	3/10/2010
San Diego	10R-53	3/10/2010
San Luis Obispo	10R-54	3/10/2010
San Mateo	10R-55	3/10/2010
Santa Clara	10R-49	3/10/2010
Santa Cruz	10R-50	3/10/2010
Solano	10R-56	3/10/2010
Tulare	13R-28	10/24/2013
2014 Program Expansion*	14R-32	7/17/2014
Ventura	10R-57	3/10/2010
Yolo	10R-58	3/10/2010

* Consists of Covered Jurisdictions shown in this Appendix 1, Pages 1 and 2, that are not otherwise shown in this table.

5. 2012 Resolutions Amending Program Report:

Covered Jurisdiction(s)	Resolution Confirming Report #	Date
Alameda	12H-10	2/02/2012
Fresno	12H-9	2/02/2012
Kern	12H-11	2/02/2012
Monterey	12H-12	2/02/2012
Sacramento	12H-13	2/02/2012
San Benito	12H-14	2/02/2012
San Diego	12H-15	2/02/2012
San Luis Obispo	12H-16	2/02/2012
San Mateo	12H-17	2/02/2012
Santa Clara	12H-18	2/02/2012
Santa Cruz	12H-19	2/02/2012
Solano	12H-20	2/02/2012
Ventura	12H-21	2/02/2012
Yolo	12H-22	2/02/2012

6. Original Resolutions of Issuance:

Covered Jurisdiction	Resolution #	Date
Alameda	10R-29	3/10/2010
Fresno	10R-30	3/10/2010
Kern	10R-31	3/10/2010
Marin	13R-35	10/24/2013
Monterey	10R-32	3/10/2010
Napa	13R-36	10/24/2013
Sacramento	10R-35	3/10/2010
San Benito	10R-36	3/10/2010
San Diego	10R-37	3/10/2010
San Luis Obispo	10R-38	3/10/2010
San Mateo	10R-39	3/10/2010
Santa Clara	10R-33	3/10/2010
Santa Cruz	10R-34	3/10/2010
Solano	10R-40	3/10/2010
Tulare	13R-34	10/24/2013
2014 Program Expansion*	14R-31	7/17/2014
Ventura	10R-41	3/10/2010
Yolo	10R-42	3/10/2010

* Consists of Covered Jurisdictions shown in this Appendix 1, Pages 1 and 2, that are not otherwise shown in this table.