SEVENTH SUPPLEMENTAL INDENTURE OF TRUST

by and between the

MOUNTAIN VIEW SHORELINE REGIONAL PARK COMMUNITY

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

Dated as of November 1, 2022

Relating to:

$21,565,000
Mountain View Shoreline Regional Park Community
Refunding Revenue Bonds, 2022 Series A

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SEVENTH SUPPLEMENTAL
INDENTURE OF TRUST

THIS SEVENTH SUPPLEMENTAL INDENTURE OF TRUST, dated as of November 1, 2022 ("Seventh Supplemental Indenture"), by and between the MOUNTAIN VIEW SHORELINE REGIONAL PARK COMMUNITY, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "Community"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America (the "Trustee"), successor to U.S. Bank Trust National Association, as successor trustee to Bank of America National Trust and Savings Association, as trustee (the "Prior Trustee");

W I T N E S S E T H:

WHEREAS, the Community is a public body, corporate and politic, duly created, established and authorized to transact business and exercise powers under and pursuant to the provisions of the Mountain View Shoreline Regional Park Community Act of the State of California (consisting of Chapter 1109 of the California Statutes of 1969) (the "Law") including the power to issue bonds for any of its corporate purposes and the power to issue refunding bonds for the purpose of paying or retiring bonds previously issued by it;

WHEREAS, the Community issued its 1992 Revenue Bonds pursuant to that certain Indenture of Trust, dated as of April 1, 1992, between the Prior Trustee and the Community (the "Master Indenture"; as supplemented and amended, the "Indenture"); and

WHEREAS, the Community issued its Tax Allocation Bonds, 1993 Series A, in the principal amount of $25,465,000 (the "1993 Community Bonds") pursuant to a First Supplemental Indenture of Trust, dated as of August 1, 1993, dated as of August 1, 1993, by and between the Community and the Trustee; and

WHEREAS, the Community issued its Tax Allocation Bonds, 1996 Series A, in the principal amount of $21,750,000 (the "1996 Community Bonds") pursuant to a Second Supplemental Indenture of Trust, dated as of August 1, 1996, between the Community and the Trustee; and

WHEREAS, the Community issued its Tax Allocation Revenue Bonds, 2001 Series A, in the principal amount of $17,520,000 (the "2001 Community Bonds") pursuant to a Third Supplemental Indenture of Trust, dated as of July 1, 2001, between the Community and the Trustee; and

WHEREAS, the Community issued its Tax Allocation Revenue Bonds, 2004 Series A, in the principal amount of $19,520,000 (the "2004 Community Bonds") pursuant to a Fourth Supplemental Indenture of Trust, dated as of January 1, 2004, between the Community and the Trustee; and

WHEREAS, the Community issued its Revenue Bonds, 2011 Series A, in the principal amount of $39,030,000 (the "2011 Community Bonds") pursuant to a Fifth Supplemental Indenture of Trust, dated as of July 1, 2011, between the Community and the Trustee; and

WHEREAS, the Community issued its Revenue Bonds, 2018 Series A (Tax-Exempt), in the principal amount of $53,485,000 (the "2018 Series A Community Bonds") and issued its Revenue Bonds, 2018 Series B (Federally Taxable), in the principal amount of $10,315,000 (the "2018 Series B Community Bonds," together with the 2018 Series A Community Bonds, the "2018 Community Bonds") pursuant to a Sixth Supplemental Indenture of Trust, dated as of December 1, 2018, between the Community and the Trustee; and

WHEREAS, Section 3.03 of the Indenture authorizes the Community to issue or incur Parity Bonds pursuant to a Supplemental Indenture; and

WHEREAS, Section 7.01 of the Indenture authorizes the Community and the Trustee to execute a Supplemental Indenture without the consent of any Owners of the Bonds to provide for the issuance of Parity Bonds, subject to and in accordance with the provisions of Section 3.03 of the Indenture; and

WHEREAS, in order to refund the 2011 Community Bonds and thereby realize interest cost savings due to advantageous financial market conditions, the Community has determined that it will be necessary for the Community to issue the Mountain View Shoreline Regional Park Community Refunding Revenue Bonds, 2022 Series A (the "2022 Community Bonds") as Parity Bonds under this Seventh Supplemental Indenture; and

WHEREAS, following issuance of the 2022 Community Bonds and the defeasance of the 2011 Community Bonds, the 2018 Community Bonds and the 2022 Community Bonds will be the only outstanding bonds under the Indenture; and

WHEREAS, the Shoreline Community has determined that the scheduled Annual Debt Service on the 2022 Community Bonds is less than the scheduled Annual Debt Service on the 2011 Community Bonds in each Bond Year in which the 2011 Community Bonds would have been Outstanding; and

WHEREAS, the Board of Directors has determined that the issuance of the 2022 Community Bonds to refund the 2011 Community Bonds is appropriate and necessary in the interest of the general welfare and necessary to the full exercise and economic enjoyment of the Shoreline Community's purposes and powers; and

WHEREAS, pursuant to Section 3.03(c)(iii) of the Indenture, the Community has elected not to contribute to a debt service reserve fund (including the Reserve Account), as a result of which the 2022 Community Bonds will not be secured by or have any right to the funds in a debt service reserve fund (including the Reserve Account); and

NOW, THEREFORE, THIS SEVENTH SUPPLEMENTAL INDENTURE WITNESSETH, that in order to secure the payment of the principal of and the interest and redemption premium (if any) on all the 2022 Community Bonds issued and Outstanding under this Seventh Supplemental Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the 2022 Community Bonds are to be issued and delivered, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the 2022 Community Bonds by the Owners thereof, and for other valuable considerations, the receipt of which is hereby acknowledged, the Community and the Trustee do hereby covenant and agree as follows:

ARTICLE I

AUTHORIZATION OF BONDS; DEFINITIONS

Section 1.01. Authorization. The Community has reviewed all proceedings heretofore taken and has found, as a result of such review, and hereby finds and determines, that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the 2022 Community Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Community is now duly empowered, pursuant to each and every requirement of law, to issue the 2022 Community Bonds in the manner and form provided in this Indenture.

Section 1.02. Definitions. All terms which are defined in Section 1.02 of the Indenture shall have the same meanings, respectively, in this Seventh Supplemental Indenture as such terms are given in said Section 1.02. Unless the context otherwise requires, the additional terms defined in this Section 1.02 shall, for all purposes of this Seventh Supplemental Indenture and of the 2022 Community Bonds and of any certificate, opinion or other document herein mentioned, have the meanings herein specified.

"**Authorized Denomination**" means, with respect to the 2022 Community Bonds, the outstanding principal amount thereof.

"Costs of Issuance" means all expenses incurred in connection with the authorization, issuance, sale and delivery of the 2022 Community Bonds, including but not limited to all compensation, fees and expenses (including but not limited to fees and expenses for legal counsel) of the Community, the Trustee, bond counsel, municipal advisor, legal fees and expenses, bond insurance premiums, surety bond premium, filing and recording cost, rating fees, costs of preparation and reproduction of documents, costs of printing, and other miscellaneous costs.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security--State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State of California but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States.

"Indenture" means the Indenture of Trust, dated as of April 1, 1992 by and between the Community and the Trustee, as originally entered into or as it may be amended or supplemented by any Supplemental Indenture entered into pursuant to the provisions thereof.

"**Institutional Accredited Investor**" means an "accredited investor" as such term is defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the United States Securities Act of 1933, as amended.

"Interest Payment Date" means February 1, 2023, and each August 1 and February 1 thereafter so long as any of the Bonds remain unpaid hereunder.

"Outstanding Parity Bonds" means the 2018 Community Bonds.

"Qualified Institutional Buyer" means a qualified institutional buyer as defined in Rule 144A promulgated pursuant to the United States Securities Act of 1933, as amended.

"Record Date" means the close of business on the fifteenth (15th) calendar day of the month preceding each Interest Payment Date, whether or not such fifteenth (15th) calendar day is a Business Day.

"Seventh Supplemental Indenture" means the Seventh Supplemental Indenture of Trust, dated as of November 1, 2022, between the Community and the Trustee.

"Trustee" means U.S. Bank Trust Company, National Association, successor to U.S. Bank Trust National Association, as successor trustee to Bank of America National Trust and Savings Association.

"Trust Office" means the principal corporate trust office of the Trustee in San Francisco, California, except for the purposes of maintenance of the Registration Books or presentation of Bonds for payment, transfer or exchange, such term shall mean the office of the Trustee at which it conducts its corporate agency business.

"**2022 Purchaser**" means Banner Bank, as the purchaser of the 2022 Community Bonds from the Community.

Section 1.03. Rules of Construction. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Seventh Supplemental Indenture, except as otherwise specified, and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Seventh Supplemental Indenture as a whole and not to any particular Article, Section or subdivision hereof. All references herein to Sections of the Codes of the State of California shall be deemed to refer, as well, to successor or replacement Sections enacted by the Legislature of the State of California, or subdivisions thereof, as applicable.

Section 1.04. Equal Security. In consideration of the acceptance of the 2022 Community Bonds by those who shall hold the same from time to time, this Seventh Supplemental Indenture shall be deemed to be and shall constitute a contract between the Community and the Owners from time to time of the 2022 Community Bonds, and the covenants and agreements herein set forth to be performed on behalf of the Community shall be for the equal and proportionate benefit, security and protection of all Owners of the 2022 Community Bonds without preference, priority or distinction as to security or otherwise of any of the 2022 Community Bonds over any of the others by reason of the number or date thereof or the time of sale, execution and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

Section 1.05. Amendments to Indenture.

(a) The following Section 7.07 is hereby added to the Indenture:

Section 7.07. Electronic Instructions; Electronic Signatures.

(a) Electronic Instructions. The Trustee shall have the right to accept and act upon instructions or directions, including funds transfer instructions, pursuant to this Indenture sent by Electronic Means (as hereinafter defined); provided, however, that the Community shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions ("Authorized Officers"), which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. As used in this paragraph, "Electronic Means" means a portable document format ("pdf") or other replicating image attached to an unsecured email, facsimile transmission, secure electronic transmission (containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee), or another method or system specified by the Trustee as available for use in connection with its services hereunder. If the Community elects to give the Trustee instructions by Electronic Means and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Community agrees that the Trustee cannot determine the identity of the actual sender of such instructions and that the Trustee shall conclusively presume that instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Community shall be responsible for ensuring that only Authorized Officers transmit such instructions to the Trustee, and the Community and the Authorized Officers are responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and authentication keys provided by the Trustee, if any. The Trustee shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction delivered by other means. The Community agrees (i) to assume all risks arising out of the use of such Electronic Means to submit instructions and direction to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee and that there may be more secure methods of transmitting instructions than the use of Electronic Means; (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) that it will notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

(b) Electronic Signatures. All notices, approvals, consents, requests and any communications to the Trustee hereunder must be in writing in English and must be in the form of a document that is signed manually or by way of an electronic signature (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Trustee). Electronic signatures believed by the Trustee to comply with the ESIGN ACT of 2000 or other applicable law shall be deemed original signatures for all purposes. If the Community chooses to use electronic signatures to sign documents delivered to the Trustee, the Authority agrees to assume all risks arising out of its use of electronic signatures, including without limitation the risk of the Trustee acting on an unauthorized document and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Trustee may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Trustee in lieu of, or in addition to, any document signed via electronic signature.

ARTICLE II

THE BONDS

Section 2.01. Authorization.

The 2022 Community Bonds are hereby authorized to be issued by the Community under and subject to the terms of the Indenture, including this Seventh Supplemental Indenture, and the provisions of the Law in the aggregate principal amount of Twenty-One Million Five Hundred Sixty-Five Thousand Dollars ($21,565,000). The 2022 Community Bonds shall be designated "Mountain View Shoreline Regional Park Community Refunding Revenue Bonds, 2022 Series A."

This Seventh Supplemental Indenture constitutes a continuing agreement with the Owners of all of the 2022 Community Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal and premium, if any, and the interest on all 2022 Community Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained.

Section 2.02. Terms of Bonds. The 2022 Community Bonds shall be issued in fully registered form without coupons in an Authorized Denomination, so long as no 2022 Community Bond shall have more than one maturity date.

The 2022 Community Bonds shall be issued as a single term bond, shall bear interest at the rate of 4.83% and shall mature on August 1, 2039.

Interest on the 2022 Community Bonds shall be payable on each Interest Payment Date to the person whose name appears on the Bond Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check mailed by first class mail on said Interest Payment Date to the Owner or, at the option of any Owner of at least $1,000,000 aggregate principal amount of the 2022 Community Bonds and upon written notice received by the Trustee on or prior to the Record Date, by wire transfer, at the address of such Owner as it appears on the Bond Registration Books, or to such account as shall have been identified by the Owner in the notice requesting payment by wire transfer. Principal of and premium (if any) on any 2022 Community Bond shall be paid by check upon presentation and surrender thereof at the Trust Office of the Trustee; provided, however, that surrender shall not be required for the payment of mandatory sinking fund payments on the 2022 Community Bonds. Both the principal of and interest and premium (if any) on the 2022 Community Bonds shall be payable in lawful money of the United States of America.

The 2022 Community Bonds shall be dated the Closing Date and bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless said date of authentication is after a Record Date and on or prior to the next Interest Payment Date, in which event such interest is payable from such Interest Payment Date, and unless said date of authentication is prior to January 16, 2023, in which event such interest is payable from the Closing Date; provided, however, that if, as of the date of authentication of any 2022 Community Bond, interest thereon is in default, such 2022 Community Bond shall bear interest from the date to which interest has previously been paid or made available for payment thereon in full.

Section 2.03. Redemption of 2022 Community Bonds.

(a) Optional Redemption. The 2022 Community Bonds are subject to optional redemption in whole or in part, at the option of the Community, on any date on or after August 1, 2027, from any available source of funds, at a redemption price equal to the principal amount of the 2022 Community Bonds to be redeemed, plus accrued interest to the redemption date, without premium.

The Community shall be required to give the Trustee written notice of its intention to redeem 2022 Community Bonds under this subsection not less than sixty (60) days prior to the date fixed for redemption, and shall deposit all amounts required for any redemption pursuant to the first paragraph of this Section 2.03(a) at least one business day prior to the date fixed for such redemption.

(b) Sinking Account Redemption. The 2022 Community Bonds shall be subject to redemption in part by lot, on August 1 in each year, commencing August 1, 2023, from Sinking Account payments made by the Community pursuant to Section 4.03(c) of the Indenture, at a redemption price equal to the principal amount thereof to be redeemed, without premium, or in lieu thereof shall be purchased pursuant to the succeeding paragraph of this subsection (b), in the aggregate respective principal amounts and on the respective dates as set forth in the following table; provided, however, that if some but not all of such Term Bonds have been redeemed pursuant to subsection (a) above the total amount of all future Sinking Account payments on such Term Bonds shall be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such Sinking Account payments on a pro rata basis in integral multiples of $5,000 as determined by the Community (notice of which determination shall be given by the Community to the Trustee) in writing.

Sinking Account Redemption Date (August 1)	Principal Amount to Be Redeemed or Purchased
2023	$1,145,000
2024	875,000
2025	920,000
2026	965,000
2027	1,005,000
2028	1,060,000
2029	1,105,000
2030	1,160,000
2031	1,215,000
2032	1,275,000
2033	1,340,000
2034	1,405,000
2035	1,470,000
2036	1,540,000
2037	1,615,000
2038	1,695,000
2039	1,775,000

(c) Purchase in lieu of Redemption. In lieu of redemption of the Term Bonds pursuant to the preceding sub-paragraph (b), amounts on deposit in the Special Fund or in the Sinking Account may also be used and withdrawn by the Community or the Trustee,

respectively, at any time, upon the Written Request of the Community, for the purchase of the Term Bonds at public or private sale as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account) as the Community may in its discretion determine. The par amount of any Term Bonds so purchased by the Community in any twelve-month period ending on June 1 in any year shall be credited towards and shall reduce the par amount of the Term Bonds required to be redeemed pursuant to this subsection (c) on August 1 in such year; provided that the Term Bonds so purchased shall be delivered to the Trustee for cancellation by said June 1.

(d) Rescission of Notice of Redemption. The Community has the right to send a conditional notice for an optional redemption of the 2022 Community Bonds and to rescind any notice of the optional redemption of 2022 Community Bonds given under Section 2.03(d) of the Indenture by written notice to the Trustee on or prior to the dated fixed for redemption. Any notice of optional 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 2022 Community Bonds then called for redemption, and such cancellation shall not constitute an Event of Default. The Community and the Trustee have no liability to the 2022 Community Bond Owners or any other party related to or arising from such rescission of notice of redemption. The Trustee shall mail notice of such rescission of notice of redemption in the same manner as the original notice of redemption was sent under Section 2.03 of the Indenture.

Section 2.04. Form of Bonds. The 2022 Community Bonds, the form of Trustee's certificate of authentication, and the form of assignment to appear thereon, shall be substantially in the respective forms set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

Each 2022 Community Bond shall contain the following statement: "THE 2022 COMMUNITY BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND ARE SUBJECT TO TRANSFER RESTRICTIONS PURSUANT TO THE INDENTURE. THE 2022 COMMUNITY BONDS ARE LIMITED OBLIGATIONS OF THE COMMUNITY. THE 2022 COMMUNITY BONDS DO NOT, DIRECTLY, INDIRECTLY OR CONTINGENTLY, OBLIGATE, IN ANY MANNER, THE COMMUNITY TO LEVY ANY TAX OR TO MAKE ANY APPROPRIATION FOR PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2022 COMMUNITY BONDS OR ANY COSTS INCIDENTAL THERETO. THE 2022 COMMUNITY BONDS ARE PAYABLE SOLELY FROM THE FUNDS PLEDGED FOR THEIR PAYMENT IN ACCORDANCE WITH THE INDENTURE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMUNITY, THE CITY OF MOUNTAIN VIEW, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE 2022 COMMUNITY BONDS OR ANY COSTS INCIDENTAL THERETO. THE SHORELINE COMMUNITY HAS NO TAXING POWER."

Section 2.05. Applicable Provisions of Article II of the Indenture. Sections 2.02, 2.04, 2.06 and the final sentence of Section 2.08 do not apply to the 2022 Community Bonds.

Section 2.06. Transfer of 2022 Community Bonds. Any 2022 Community Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such 2022 Community Bond to the Trustee at its Trust Office for cancellation, accompanied by delivery of a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any 2022 Community Bond or 2022 Community Bonds shall be surrendered for registration of transfer, the Community shall execute and the Trustee shall

deliver a new 2022 Community Bond or 2022 Community Bonds, for like Principal Payment Date and like aggregate principal amount. The Trustee shall collect from the person requesting any transfer any tax or other governmental charge on the transfer of any Bonds pursuant to this Section.

The Trustee may refuse to transfer any Bonds under the provisions of this Section during the fifteen (15) days prior to the date established by the Trustee for the selection of Bonds for redemption, or any Bonds selected for redemption.

The cost of any printing of any new Bonds and any services rendered or other expenses incurred by the Trustee in connection with any transfer shall be paid by the Community.

A Bond may only be transferred in an Authorized Denomination to an entity that is an Institutional Accredited Investor or Qualified Institutional Buyer who delivers to the Trustee and the Community an executed letter substantially in the form of Exhibit B of this Indenture.

ARTICLE III

ISSUE OF BONDS; APPLICATION OF PROCEEDS

Section 3.01. Issuance of Bonds. Upon the execution and delivery of this Seventh Supplemental Indenture, the Community shall execute and deliver the 2022 Community Bonds in the aggregate principal amounts set forth in Section 2.01, and shall deliver the 2022 Community Bonds to the Trustee for authentication and delivery to the 2022 Purchaser upon the Request of the Community.

Section 3.02. Application of Proceeds of Sale of Bonds and Other Moneys. On the Closing Date the proceeds of sale of the 2022 Community Bonds (being $21,565,000), shall be paid to the Trustee and applied as follows:

(a) the Trustee shall deposit the amount of $163,694.24in the Costs of Issuance Fund; and

(b) the Trustee shall deposit the remainder of said proceeds ($21,401,305.76) in the Redemption Account of the Special Fund.

Section 3.03. Cost of Issuance Fund. There is hereby created a Fund to be known as the "Mountain View Shoreline Regional Park Community Bonds, 2022 Cost of Issuance Fund" (the "Cost of Issuance Fund"), which shall be held in trust by the Trustee. The moneys in the Cost of Issuance Fund shall be used solely for the purpose of the payment of Costs of Issuance upon receipt by the Trustee of Requests of the Community therefor, on or after the Closing Date. Any funds remaining in the Cost of Issuance Fund on March 1, 2023, shall be transferred by the Trustee to the Interest Account and used to pay debt service on the 2022 Community Bonds. The Cost of Issuance Fund shall be closed by the Trustee when all funds therein have been disbursed or transferred in accordance with this Section 3.03.

ARTICLE IV

PLEDGE OF TAX REVENUES; ACCOUNTS

Section 4.01. Pledge of Tax Revenues. The pledge of Tax Revenues and moneys in the funds and accounts established under the Indenture shall be as set forth in Section 4.01 of the Indenture; provided, however, that the 2022 Community Bonds shall not be secured by or have any right to the funds in the Reserve Account or any other reserve account established from time to time in the Special Fund.

Section 4.02. Administration of Funds and Accounts. All funds and accounts created pursuant to the Indenture shall continue to be administered by the Trustee in the manner provided by the Indenture and this Seventh Supplemental Indenture as if there were a single issue of Bonds concurrently sold and delivered.

Section 4.03. Confirmations of Security Transactions; Transaction Statement. The Community acknowledges that regulations of the Comptroller of the Currency grant the Community the right to receive brokerage confirmations of security transactions to be effected by the Trustee hereunder as they occur. The Community specifically waives the right to receive such notification to the extent permitted by applicable law and agrees that it will instead receive periodic cash transaction statements which include detail for the investment transactions effected by the Trustee hereunder; provided, however, that the Community retains its right to receive brokerage confirmation on any investment transaction requested by the Community.

ARTICLE V

OTHER COVENANTS OF THE COMMUNITY; CONFIRMATION OF THE INDENTURE; CONTINUING DISCLOSURE; MISCELLANEOUS

Section 5.01. Federal Tax Law Covenants.

(a) Private Activity Bond Limitation. The Community shall assure that the proceeds of the 2022 Community Bonds are not so used as to cause the 2022 Community Bonds to satisfy the private business tests of section 141(b) of the Tax Code or the private loan financing test of section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The Community shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the 2022 Community Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Tax Code.

The Community shall take any and all actions necessary to assure compliance with section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the 2022 Community Bonds.

The Community shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the 2022 Community Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the 2022 Community Bonds would have caused the 2022 Community Bonds to be "arbitrage bonds" within the meaning of section 148 of the Tax Code.

The Community shall take all actions necessary to assure the exclusion of interest on the 2022 Community Bonds from the gross income of the Owners of the 2022 Community Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the date of issuance of the 2022 Community Bonds.

(f) Acquisition, Disposition and Valuation of Investments.

(i) Except as otherwise provided in clause (ii) of this Section, the Community covenants that all investments of amounts deposited in any fund or account created by or pursuant to the Indenture and this Seventh Supplemental Indenture or otherwise containing gross proceeds of the 2022 Community Bonds (within the meaning of section 148 of the Tax Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Indenture or the Tax Code) at Fair Market Value. The Trustee shall have no duty in connection with the determination of Fair Market Value other than to follow the investment directions of the Community.

(ii) Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Tax Code and (unless valuation is undertaken at least annually) shall be valued at their present value (within the meaning of section 148 of the Tax Code).

(g) Record Retention. The Community will retain its records of all accounting and monitoring it carries out with respect to the 2022 Community Bonds for at least 3 years after the 2022 Community Bonds mature or are redeemed (whichever is earlier); however, if the 2022

Community Bonds are redeemed and refunded, the Community will retain its records of accounting and monitoring at least 3 years after the earlier of the maturity or redemption of the obligations that refunded the 2022 Community Bonds.

(h) Compliance with Tax Certificate. The Community will comply with the provisions of the Certificate as to Arbitrage and the Certificate Regarding Use of Proceeds with respect to the 2022 Community Bonds, which are incorporated herein as if fully set forth herein. The covenants of this Section will survive payment in full or defeasance of the 2022 Community Bonds.

Section 5.02. Confirmation of Indenture. Except as otherwise expressly noted in this Seventh Supplemental Indenture, the provisions of the Indenture shall apply to the 2022 Community Bonds.

Section 5.03. Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Seventh Supplemental Indenture of Trust shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Seventh Supplemental Indenture of Trust. The Community hereby declares that it would have entered into this Seventh Supplemental Indenture of Trust and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the 2022 Community Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Seventh Supplemental Indenture of Trust may be held illegal, invalid or unenforceable.

Section 5.04. Execution in Counterparts. This Seventh Supplemental Indenture of Trust 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 5.05. Governing Law.. This Seventh Supplemental Indenture of Trust shall be construed and governed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the MOUNTAIN VIEW SHORELINE REGIONAL PARK COMMUNITY has caused this Seventh Supplemental Indenture to be signed in its name by its Treasurer, and attested by its Secretary, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

MOUNTAIN VIEW SHORELINE
REGIONAL PARK COMMUNITY

By _____
Treasurer

Attest:

_____
Secretary

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Officer

IN WITNESS WHEREOF, the MOUNTAIN VIEW SHORELINE REGIONAL PARK COMMUNITY has caused this Seventh Supplemental Indenture to be signed in its name by its Treasurer, and attested by its Secretary, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

MOUNTAIN VIEW SHORELINE
REGIONAL PARK COMMUNITY

By _____
Treasurer

Attest:

_____
Secretary

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Officer

EXHIBIT A

[FORM OF 2022 COMMUNITY BOND]

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND ARE SUBJECT TO TRANSFER RESTRICTIONS PURSUANT TO THE INDENTURE. THE BONDS ARE LIMITED OBLIGATIONS OF THE COMMUNITY. THE BONDS DO NOT, DIRECTLY, INDIRECTLY OR CONTINGENTLY, OBLIGATE, IN ANY MANNER, THE COMMUNITY TO LEVY ANY TAX OR TO MAKE ANY APPROPRIATION FOR PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS OR ANY COSTS INCIDENTAL THERETO. THE BONDS ARE PAYABLE SOLELY FROM THE FUNDS PLEDGED FOR THEIR PAYMENT IN ACCORDANCE WITH THE INDENTURE. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMUNITY, THE CITY OF MOUNTAIN VIEW, THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS OR ANY COSTS INCIDENTAL THERETO. THE SHORELINE COMMUNITY HAS NO TAXING POWER."

No. ___ $21,565,000

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

MOUNTAIN VIEW SHORELINE REGIONAL PARK COMMUNITY
REFUNDING REVENUE BOND, 2022 SERIES A

INTEREST RATE:	MATURITY DATE:	DATED DATE:
4.83%	August 1, 2039	November 22, 2022

REGISTERED OWNER: BANNER BANK

PRINCIPAL AMOUNT: TWENTY-ONE MILLION FIVE HUNDRED SIXTY-FIVE THOUSAND DOLLARS

The MOUNTAIN VIEW SHORELINE REGIONAL PARK COMMUNITY, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "Community"), for value received, hereby promises to pay to the Registered Owner specified above or registered assigns (the "Registered Owner"), on the Maturity Date specified above (subject to any right of prior redemption hereinafter provided for), the Principal Amount specified above in lawful money of the United States of America, and to pay interest thereon at the Interest Rate identified above in like lawful money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond (unless (a) said date of authentication is after the fifteenth (15th) day of the month preceding an Interest Payment Date (a "Record Date") and on or before the next Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) this Bond is authenticated on or before January 15, 2023, in which event it shall bear interest from the Dated Date identified above;

provided, however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment), payable semiannually on February 1 and August 1 in each year, commencing February 1, 2023 (each, an "Interest Payment Date"), until the Maturity Date stated above, unless redeemed prior to the Maturity Date. Principal hereof is payable by check or wire by U.S. Bank Trust Company, National Association, as trustee (the "Trustee").

Interest hereon is payable by check of the Trustee mailed by first class mail on an Interest Payment Date to the Registered Owner hereof at the Registered Owner's address as it appears on the registration books of the Trustee as of the fifteenth (15th) day of the month preceding each Interest Payment Date, or, upon written request filed with the Trustee prior to the fifteenth (15th) day of the month preceding the Interest Payment Date by a Registered Owner of at least $1,000,000 in aggregate principal amount of Bonds, by wire transfer in immediately available funds to an account in the continental United States designated by such Registered Owner in such written request.

This Bond is not a debt of the City of Mountain View or the State of California or any of its political subdivisions, and neither said City, nor said State or any of its political subdivisions, is liable hereon nor in any event shall this Bond be payable out of any funds or properties other than the Tax Revenues (as hereinafter defined) and certain other funds held under the Indenture. The Community has no *ad valorem* property taxing power.

This Bond is one of a duly authorized issue of bonds of the Community designated "Mountain View Shoreline Regional Park Community Refunding Revenue Bonds, 2022 Series A" (the "Bonds") of an aggregate principal amount of $21,565,000, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption provisions) and all issued pursuant to the provisions of the Mountain View Shoreline Regional Park Community Act, being Statutes 1969, Chapter 1109 of the State of California (the "Law"), an Indenture of Trust, dated as of April 1, 1992, between the Trustee and the Community, as supplemented and amended, including by a Seventh Supplemental Indenture of Trust, dated as of November 1, 2022, by and between the Community and the Trustee (the "Indenture") and a resolution of the Community adopted on November 15, 2022, authorizing the issuance of the Bonds.

Reference is hereby made to the Indenture (copies of which are on file at the office of the Community) and all supplements thereto and to the Law for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Tax Revenues (as defined in the Indenture) and the rights thereunder of the registered owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Community thereunder, to all of the provisions of which the Registered Owner of this Bond, by acceptance hereof, assents and agrees.

The Bonds have been issued by the Community to provide funds to refund certain outstanding bonds described in the Indenture and for the payment of the costs of issuing the Bonds.

This Bond and the interest hereon and all other Bonds and the interest thereon (to the extent set forth in the Indenture) are payable from, and are equally and ratably secured by a pledge of and lien on, the Tax Revenues derived by the Community from the Project Area (as defined in the Indenture). As and to the extent set forth in the Indenture, all of the Tax Revenues are exclusively and irrevocably pledged in accordance with the terms and provisions of the Indenture and the Law, to the payment of the principal of and interest and premium, if

any, on the Bonds and any Parity Bonds (as defined in the Indenture). Notwithstanding the foregoing, certain Tax Revenues may be applied for other purposes as provided in the Indenture. The Bonds are not secured by and do not have any right to the funds in the Reserve Account or any other reserve account established from time to time in the Special Fund.

The Community previously issued its $53,485,000 Revenue Bonds, 2018 Series A (Tax-Exempt) and its $10,315,000 Revenue Bonds, 2018 Series B (Federally Taxable) (the "2018 Bonds") pursuant to the Indenture. The Bonds are secured by and payable from Tax Revenues on a parity basis with the 2018 Bonds. The Community may issue or incur additional obligations secured on a parity with the Bonds and the 2018 Bonds, but only subject to the terms of the Indenture.

The Bonds are subject to redemption in whole or in part, at the option of the Community, on any date on or after August 1, 2027, from any available source of funds, at a redemption price equal to the principal amount of the Bonds to be redeemed, together with accrued interest thereon to the redemption date, without premium.

The Bonds shall be subject to redemption in part by lot within the applicable maturity, on August 1 in each year commencing August 1, 2023 from Sinking Account payments made by the Community pursuant to the Indenture, at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on the respective dates as set forth in the following tables; provided, however, that if some but not all of either such Term Bonds have been redeemed pursuant to the optional redemption provisions described above, the total amount of all future Sinking Account payments on such Term Bonds shall be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such Sinking Account payments on a pro rata basis in integral multiples of $5,000.

Sinking Account Redemption Date (August 1)	Principal Amount to Be Redeemed or Purchased
2023	$1,145,000
2024	875,000
2025	920,000
2026	965,000
2027	1,005,000
2028	1,060,000
2029	1,105,000
2030	1,160,000
2031	1,215,000
2032	1,275,000
2033	1,340,000
2034	1,405,000
2035	1,470,000
2036	1,540,000
2037	1,615,000
2038	1,695,000
2039	1,775,000

As provided in the Indenture, notice of redemption shall be mailed by the Trustee by first class mail not less than thirty (30) nor more than sixty (60) days prior to the redemption date to the respective owners of any Bonds designated for redemption at their addresses appearing on the registration books of the Trustee and to the Securities Depositories and to one or more Information Services (as such terms are defined in the Indenture), but neither failure to mail or receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption or the cessation of accrual of interest on such Bonds. Notice of an optional redemption may be conditioned upon receipt of sufficient funds to accomplish the redemption and may be rescinded as described in the Indenture.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

The Bonds are issuable only as fully registered Bonds without coupons in Authorized Denominations (as defined in the Indenture). Subject to the limitations and upon payment of the charges, if any, provided in the Indenture, fully registered Bonds may be exchanged at the Trust Office of the Trustee for a like aggregate principal amount and maturity of fully registered Bonds in an Authorized Denomination.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Trust Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new Bond or Bonds, of an Authorized Denomination, for the same aggregate principal amount will be issued to the transferee in exchange for this Bond. The Trustee shall not be required to register the transfer or exchange of any Bond within fifteen (15) days preceding the selection of Bonds for redemption or any Bond selected for redemption.

The Community and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Community and the Trustee shall not be affected by any notice to the contrary.

The rights and obligations of the Community and the registered owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall permit a change in the terms of redemption or maturity of any outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the redemption price thereof or in the rate of interest thereon without the consent of the registered owner of such Bond, or shall reduce the percentages of the registered owners required to effect any such modification or amendment.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time, form and manner as required by the Law and the laws of the State of California and that the amount of this Bond, together with all other indebtedness of the Community, does not exceed any limit prescribed by the Law or any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Mountain View Shoreline Regional Park Community has caused this Bond to be executed in its name and on its behalf with the facsimile signature of its Community Manager and its seal to be reproduced hereon and attested to by the facsimile signature of its Secretary, all as of the Dated Date above.

MOUNTAIN VIEW SHORELINE
REGIONAL PARK COMMUNITY

By _____
Community Manager

(S E A L)

Attest:

_____
Secretary

[FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION TO APPEAR ON BONDS]

This is one of the Bonds described in the within-mentioned Indenture.

Dated: November 22, 2022

U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Signatory

[FORM OF ASSIGNMENT]

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____, attorney, to transfer the same on the registration books of the Trustee, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an eligible guarantor.

_____

NOTICE: The signature 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.

EXHIBIT B

PURCHASER LETTER

Mountain View Shoreline Regional Park Community
City Hall
500 Castro Street
Mountain View, California 94041

U.S. Bank Trust Company, National Association
633 W. Fifth St., 24th Floor
Los Angeles, CA 90091
Attention: Global Corporate Trust Services

Re: Mountain View Shoreline Regional Park Community Refunding Revenue Bonds, 2022 Series A

Ladies and Gentlemen:

The undersigned (the "Purchaser") understands that the Mountain View Shoreline Regional Park Community (the "Community") has issued the captioned bonds (the "Bonds") in the aggregate principal amount of $21,565,000 pursuant to an Indenture of Trust, dated as of April 1, 1992, between the Trustee and the Community, as supplemented and amended, including by a Seventh Supplemental Indenture of Trust, dated as of November 1, 2022, by and between the Community and the Trustee (the "Indenture"). In connection with its purchase of the Bonds, the Purchaser makes the certifications, representations, warranties, acknowledgements and covenants contained in this Purchaser Letter to each of the addressees hereof, with the express understanding that such certifications, representations, warranties, acknowledgements and covenants will be relied upon by such addressees.

The Purchaser hereby certifies, represents, warrants, acknowledges and covenants as follows:

(a) The Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it was incorporated or formed and is authorized to invest in the Bonds being purchased hereby. The person executing this letter on behalf of the Purchaser is duly authorized to do so on the Purchaser's behalf.

(b) The Purchaser (MARK APPROPRIATELY):

_____ is a "qualified institutional buyer" (a "Qualified Institutional Buyer") within the meaning of Rule 144A promulgated under the Securities Act of 1933, as amended (the "Securities Act"), or

_____ is an "accredited investor" (an "Institutional Accredited Investor") as defined in Section 501(a)(1), (2), (3) or (7) of Regulation D promulgated under the Securities Act.

(c) The Purchaser is not purchasing the Bonds for more than one account, is purchasing the Bonds for its own loan account and is not purchasing the Bonds with a view to distributing the Bonds.

(d) The Purchaser has sufficient knowledge and experience in financial and business matters, including the purchase and ownership of municipal bonds and other tax-exempt obligations similar to the Bonds, to be capable of evaluating the merits and risks of purchasing the Bonds, and the Purchaser is able to bear the economic risks of purchasing the Bonds.

(e) The Purchaser recognizes that purchasing the Bonds involves significant risks, that there is no established market for the Bonds and that none is likely to develop and, accordingly, that the Purchaser must bear the economic risk of owning the Bonds for an indefinite period of time.

(f) The Purchaser understands and agrees that ownership of a Bond may be transferred: (i) only to a person that the Purchaser reasonably believes is either: (A) a Qualified Institutional Buyer that is purchasing such Bond for not more than one account, for their own account and not with a view to distributing such Bond; or (B) an Institutional Accredited Investor that is purchasing such Bond for not more than one account for lending or investment purposes and not with a view to distributing such Bond; and (ii) only if such Qualified Institutional Buyer or Institutional Accredited Investor delivers to the Community a completed and duly executed Purchaser Letter substantially in the form hereof.

(g) The Purchaser is not relying upon the Community, or any of its affiliates, agents or employees, for advice as to the merits and risks of investment in the Bonds. The Purchaser understands that the Bonds are special, limited obligations payable and secured solely from Tax Revenues as provided for in Indenture. The Purchaser has sought such accounting, legal and tax advice as it has considered necessary to make an informed decision about purchasing the Bonds.

(h) The Purchaser has conducted its own independent examination of, and has had an opportunity to ask questions and receive answers concerning, the Community, the authorizing resolution of the Community with respect to the Bonds (the "Resolution"), the Bonds, the Indenture and the security therefor and the transactions and documents related to or contemplated by the foregoing.

(i) The Purchaser has been furnished with all documents and information regarding the Community, the Resolution, the Bonds, the Indenture and the security therefor and the transactions and documents related to or contemplated by the foregoing, and all matters related thereto, that it has requested.

(j) The Purchaser understands and agrees that: (i) the offering and sale of the Bonds are exempt from Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, pursuant to Section (d) of said Rule; (ii) the Bonds will not be listed on any stock or other securities exchange and were issued without registration under the provisions of the Securities Act of 1933 or any state securities laws; (iii) no official statement or other disclosure document is being prepared in connection with the issuance of the Bonds; and (iv) the Bonds will not carry any rating from any rating service.

(k) The Purchaser intends that the Bonds be exempt from the requirements for CUSIP numbers under Municipal Securities Rulemaking Board Rule G-34. The Purchaser

represents and warrants that (i) it is a bank or an entity directly or indirectly controlled by a bank or under common control with a bank, other than a broker, dealer or municipal securities dealer registered under the Securities Exchange Act of 1934, and (ii) the present intent of the Purchaser is to hold the Bonds to maturity or earlier redemption. Any placement agent, broker or financial advisor may rely upon the representations and warranties contained in this paragraph.

(l) The person executing this letter on behalf of the Purchaser is duly authorized to do so on the Purchaser's behalf.

IN WITNESS WHEREOF, the Purchaser has executed this Purchaser Letter as of the date set forth below.

BANNER BANK, as Purchaser

Name:_____

Title: _____